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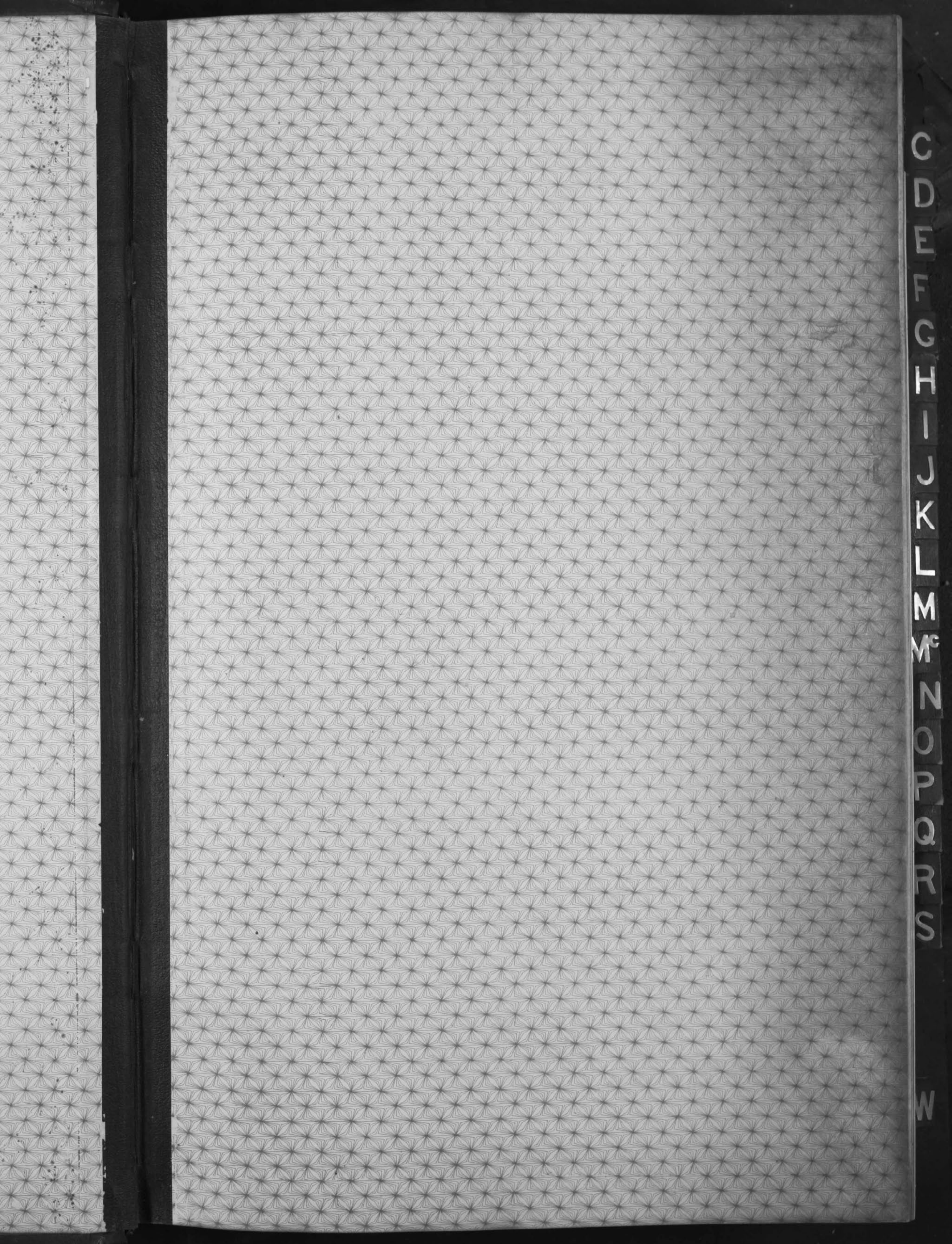
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J. S. W.

Petition

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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 Honourable John R. Price, Judge of said Court, of the term of January, to-wit, on the 11th day of January, in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, to-wit, on the 10th day of December 1891, J S Worsham filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Thomas P. Shields Executor of the Will of Mary C. Shields, Deceased.

Petition
6299

J. S. Worsham, Plaintiff
vs
Thomas P. Shields, Exe. of
Will of Mary C. Shields
Deceased. Defendant

Court of Common Pleas
Union County, Ohio.

The said plaintiff, J S Worsham, now comes and respectfully represents to the Court that Mary C. Shields during her life-time took out a policy of Life Insurance N^o 96256 in the Connecticut Mutual Life Insurance Company for the sum of Five thousand dollars upon the life of the plaintiff J. S. Worsham payable at the death of the plaintiff on the terms and conditions of its printed policies the premium being payable in installments of ten payments so that the same would become a paid up policy in ten years.

The original policy has been mislaid and its exact date plaintiff cannot now give but he says it was more than ten years prior to the death of the said Mary C. Shields: and plaintiff says he is a nephew of the said Mary C. Shields for whom she had an affection as a nephew and had endorsed as security for him two notes, one to her sister Mrs Vaden and the other to her niece Mrs. Dr. Howard which notes have not been paid.

Said policy was taken out by said Mary C. Shields for the benefit of the plaintiff, and he further says that all the installments for said policy have been paid and the said policy N^o 96256 is now a valid paid up policy in said Company.

That the said Mary C. Shields paid about the sum of eleven hundred dollars of said installments, and the plaintiff paid about the sum of five hundred dollars of said installments; and the plaintiff says he paid said sum in consideration that said Mary C. Shields represented to him that she had taken the same for his benefit, and he avers that his claim to the same is just and equitable.

That said Mary C. Shields has since died leaving her will by which she appointed said Thomas P. Shields the Executor of her will and gave all of her estate to her nephews and nieces of whom plaintiff is one, the whole number of whom is 17.

That said Thomas P. Shields has been duly qualified as such Executor and is proceeding to settle said estate, and among other things the said two notes are claimed by said holders thereof against said estate and the said policy is also claimed by said Executor for said estate.

The said plaintiff and said Executor have after much negotiation reached a compromise of said matter subject to the approval of the Court on the terms following, to wit:

That the plaintiff will relinquish his share of the said estate for the benefit of the holders of said notes and pay on the same to said Executor for them the further sum of seven hundred dollars in consideration that said Executor will relinquish and sign over to the plaintiff the said policy of Insurance, but the said arrangement and compromise is not to be binding upon either of said parties unless the Court on proof of the facts in the premises shall decree and order the same to be done.

The plaintiff is not able pecuniarily to pay said notes and it is largely to the benefit of said estate that such an arrangement shall be executed and carried into effect and the said claim of the plaintiff in said policy be settled and he have the benefit of the same.

Therefore the plaintiff asks the Court that said Executor be made defendant herein and that on final hearing the Court may authorize and order said Executor to transfer and assign said policy to the plaintiff for his sole use and benefit and that such other and further relief may be granted him as law and equity may admit.

Robinson & Woodburn,

Attorneys for Plaintiff.

The State of Ohio
Union County ss.

J. W. Robinson, being duly sworn deposes and says he believes the allegations of the foregoing petition are true, and that he is one of the plaintiff's attorneys in said behalf, and that plaintiff is not a resident of said County.
J. W. Robinson

Sworn to before me and signed in my presence this 10th day of December, 1891. (Seal) R. M. Leroy, Clerk.

The State of Mississippi,
County of ss.

J. S. Worsham being duly sworn deposes and says he has read over the foregoing paper and he believes the statements therein set forth are true in substance and in fact.

J. S. Worsham

Sworn to before me and signed in my presence this 11th day of January 1892. (Seal) H. A. Bell, Mayor of Starkville Miss.
Ex officio J. P. Notary Public

Answer

6299

Afterward, on the 5th day of February, 1892, an Answer was filed with the Clerk of Court, which reads as follows:

J. S. Worsham, Plaintiff

vs.
Thomas P. Shields Exec. of
Will of Mary C. Shields
Deceased. Defendant.

Court of Common Pleas
Union County, Ohio.

The defendant, Thomas P. Shields as Executor

Entry

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of the Will of Mary C. Shields, deceased, comes and says it is true that policy N^o: 96256 for \$5000⁰⁰ was issued by the Connecticut Mutual Life Insurance Company to said Mary C. Shields on the life of the plaintiff as alleged in the plaintiff's petition.

It is also true that said Mary C. Shields signed as surety for said plaintiff the note to Mrs. V. B. Vaden on which there is due her the sum of \$2187.⁰⁰ and to Mrs. Howard a note dated the 12th of December 1876 calling for \$613.³³ which latter note is barred by the Statute of Limitation and for which said estate is not liable, but the former note the said Executor accepted as a valid claim against said estate on or about the day of --- which as advised by counsel was not barred by the Statute of Limitations.

He admits also that subject to the approval of the Court a compromise of the claim of plaintiff for said policy N^o: 96256 has been reached as alleged in said petition and this defendant is of the opinion that it will be for the benefit of said parties and of all the legates of the said Mary C. Shields, deceased, that the prayer of the plaintiff be granted and the said Executor be authorized and directed by the order of this Court to assign and transfer said policy to said plaintiff on the terms of compromise mentioned in said petition.

Thomas C. Shields.

Entry
6299

Afterward, on the 11th day of February, 1892, an Entry was made on the Journal by the Clerk of Court, to wit:
J. S. Worsham
vs.
Thomas C. Shields
Exec.

Journal 16, Page 140

This day came the parties to this cause and submitted the same to the Court on the petition and answer and evidence, whereupon the Court being fully advised in the premises doth find in favor of the plaintiff and that the allegations of the petition are true and that the compromise made and set forth in said petition and answer between plaintiff and the defendant is just and equitable and for the benefit of the estate of Mary C. Shields, deceased.

Therefore it is considered, ordered and decreed by the Court that said Executor of the Will of Mary C. Shields be and he is hereby authorized and directed to assign and transfer to said plaintiff and his assigns the Insurance policy described in his said petition upon the plaintiff's compliance with the terms of said compromise and settlement, to wit: that he assign and transfer his interest in said estate to said Executor and pay him the further sum of seven hundred dollars for the benefit of the holders of the notes mentioned in said petition.

And it is further ordered and decreed that plaintiff pay the costs of this proceeding taxed to --- \$ --- before said assignment and transfer be made to him by said Executor.

Attest
C. W. Croly 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 26th day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 3rd day of May 1890 Elizabeth M. Hill filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Henry Hutson et al. to-wit:

Petition

5985

Elizabeth M. Hill, Executrix of the last Will & Testament of Robert Hill, Deed. Plaintiff

vs

Henry Hutson, Maria Hutson William Hutson & Catharine Hutson, his wife. Defendants

In the Court of Common Pleas of Union County, Ohio

The plaintiff says: That she is the duly appointed and qualified Executrix of the last Will & Testament of Robert Hill, deceased, by virtue of Letters Testamentary issued by the Probate Court of Union County, Ohio, on the nineteenth day of November, A. D. 1889.

First Cause of Action:

That said defendant Henry Hutson is indebted to said plaintiff as such Executrix on a promissory note of which the following is a copy:

September 19th, 1885.

Six months after date I promise to pay to the order of Robert Hill Three hundred & fifty-two dollars at 8% payable annually. Value received. This note is secured by mortgage of even date herewith. \$352.⁰⁰ Due - Henry Hutson.

Indorsed: Interest on the within note paid to September 19th, 1887.

There are no other or further credits or indorsements thereon. There is due from said defendant Henry Hutson to said plaintiff as such Executrix on said note the sum of three hundred and fifty-two dollars with eight per cent. interest thereon from September 19th, 1887, payable annually.

Second Cause of Action:

That said defendant Henry Hutson is indebted to said plaintiff as such Executrix on a certain promissory note of which the following is a copy:

September 19th, 1885.

One year and six months after date I promise to pay to the order of Robert Hill Three hundred & fifty-five ²⁵/₁₀₀ dollars at 8% payable annually. Value received. This note is secured by mortgage of even date herewith. \$355.²⁵ Due April 1st, 1887. Henry Hutson

Indorsed: Interest on the within note paid to September 19th, 1887.

There are no other credits or indorsements on said note.

There is due from said defendant Henry Hutson to said plaintiff as such Executrix on said note the sum of three hundred and fifty-five ²⁵/₁₀₀ with eight per cent. interest thereon from September 19th, 1887 payable annually.

Third Cause of Action:

That said defendant Henry Hutson is indebted to said plaintiff as such Executor on a certain promissory note of which the following is a copy.

September 19th, 1855.

Two years and six months after date I promise to pay to the order of Robert Hill Three hundred and fifty-eight ⁷⁵/₁₀₀ dollars at 8% payable annually. Value received. This note is secured by mortgage of even date herewith.

\$358 ⁷⁵/₁₀₀ Due April 1st, 1858. Henry Hutson.

Indorsed: Interest on the within note paid to September 19th, 1857. There are no other credits or indorsements on said note. There is due from said defendant Henry Hutson to said plaintiff as such Executor on said note the sum of three hundred ³/₄ fifty-eight ⁷⁵/₁₀₀ dollars with eight per cent interest thereon from September 19th, 1857 payable annually.

Fourth Cause of Action:

Said defendant Henry Hutson and Ellen Hutson his wife (who is now deceased) on said 19th day of September 1855 and to secure the payment of the said promissory notes mentioned in the first, second, and third causes of action herein executed and delivered to said Robert Hill, now deceased, their mortgage deed of that date and thereby conveyed to said Robert Hill, his heirs and assigns the following described premises, to wit:

Situated in the Township of Jerome, County of Union and State of Ohio. Part of Virginia Military Survey N^o. 2925. Commencing at a stone in the line between Surveys N^o. 2925 & 6595 (witness a beech) being N. 82° - E. 17 poles from the S. W. corner of Survey N^o. 2925; thence N. 8 1/2° - W. 79 poles to a stone in the center of a road; thence with the center of said road S. 75° - E. 40 ⁸⁰/₁₀₀ poles to a stone; thence S. 58° - E. 35 poles to a stone; thence S. 46 1/4° - E. 50 1/2 poles to a stone; thence S. 7 1/2° - W. 2 ⁷/₁₀₀ poles to a stone in the south line of said Survey; thence with said Survey line S. 82° - W. 94 poles to the place of beginning, containing 29 1/2 acres of land.

Also the following tract of land situated in the same Township, County and State. Part of Virginia Military Survey N^o. 6595. Commencing at a stone (witness a beech) being 17 poles N. 84° - E. (true meridian course) from the S. W. corner of Survey N^o. 2925; thence with said Survey line N. 84° - E. 37 ⁷⁰/₁₀₀ poles to a stone in a large ditch; thence S. 50° - E. 39 ⁷⁰/₁₀₀ poles to a stone (witness four willows from one root); thence S. 85° - 3/4° - E. 25 poles to a stone; thence S. 5° - E. 27 ⁸⁰/₁₀₀ poles to a stone; thence S. 82° - W. 13 ⁶⁰/₁₀₀ poles to a stake; thence S. 5° - E. 7 poles to a stone; thence N. 87 1/2° - E. 34 poles to a stake; thence S. 5 1/2° - E. 79 poles to a stone; thence S. 87 3/4° - W. 29 ⁷⁰/₁₀₀ poles to a stone; thence N. 50° - W. 40 poles to a stone; thence S. 84° - W. 58 ⁵⁰/₁₀₀ poles to a stone; thence N. 5° - W. 118 poles to the place of beginning containing fifty-two ³/₄ one fourth (52 3/4) acres of land.

The condition of defeasance contained in said mortgage was, in substance, that if said Henry Hutson should pay or cause to

be paid the said promissory notes set forth in the first, second and third causes of action herein, then said mortgage to be void, otherwise to remain in full force and virtue in law forever.

Said mortgage was filed with the Recorder of said Union County, Ohio, on October 16th, 1885, at 12 o'clock M. and the same was duly recorded in Volume 21 Page 324 of the Records of Mortgages of Union County, Ohio.

Said mortgage has become absolute. There is due and remaining unpaid on said indebtedness the sum of One thousand ³³/₁₀₀ sixty six dollars, with eight per cent. interest thereon from September 19th, 1887 payable annually.

Fifth Cause of Action:

That said defendant Henry Hutson is indebted to said plaintiff as such Executrix on a certain promissory note of which the following is a copy:

September 19th, 1887.

One year after I promise to pay to the order of Robert Hill, Six hundred ³³/₁₀₀ seventy seven ³³/₁₀₀ dollars at eight per cent. annually.

Value received. This note is secured by mortgage.

\$677 ³³/₁₀₀ Henry Hutson.

There are no credits or indorsements thereon. There is due from said defendant Henry Hutson to said plaintiff as such Executrix on said note the sum of six hundred ³³/₁₀₀ seventy seven ³³/₁₀₀ dollars with eight per cent. interest thereon from September 19th, 1887 annually.

Sixth Cause of Action:

Said defendants, Henry Hutson and Maria Hutson, his wife, on said 19th day of September A. D. 1887 and to secure the payment of said promissory note described in the fifth cause of action hereof executed and delivered to said Robert Hill, now deceased, their mortgage deed of that date and thereby conveyed to said Robert Hill, his heirs and assigns the premises described in the fourth cause of action hereof.

The condition of defeasance contained in said mortgage was in substance, that if said Henry Hutson should pay or cause to be paid the promissory note mentioned in the fifth cause of action herein, then said mortgage to be void, otherwise to remain in full force and virtue in law forever.

Said mortgage was duly filed for record with the Recorder of said Union County, Ohio, on the 30th day of September 1887 at 8²⁵ o'clock A. M. and was duly recorded in Volume 25, Page 210 of the Record of Mortgages of Union County, Ohio. Said mortgage has become absolute.

There is due and remaining unpaid upon said indebtedness the sum of six hundred and seventy seven ³³/₁₀₀ dollars with eight per cent. interest thereon from September 19th, 1887 annually.

Said defendants William Hutson and Catharine Hutson his wife, claim some interest in, or lien on said premises, but plaintiff is not informed of the nature and extent thereof.

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Plaintiff says: That by virtue of the powers invested in her by law as the executrix of the last Will & Testament of said Robert Hill deceased she is now the legal owner and holder of all the notes and mortgages mentioned in all the causes of action herein.

Plaintiff therefore asks judgment against said defendant Henry Hutson for the sum of one thousand seven hundred and forty-three ³³/₁₀₀ dollars with eight per cent. interest on \$1066.⁰⁰ from September 19th, 1887 payable annually, and eight per cent. interest on \$677.³³ from September 19th, 1887 annually. That said mortgage may be foreclosed, said premises ordered to be sold and the proceeds applied to the payment of said indebtedness, and for all other and further relief in the premises.

John M. Brodrick
Attorney for Plaintiff

The State of Ohio
County of Union ss:

Elizabeth M. Hill, the plaintiff being sworn, makes oath, that the facts stated in the foregoing petition, are as affiant believes true.
Elizabeth M. Hill.

Sworn to by said Elizabeth M. Hill before me and signed by her in my presence this 3rd day of May A. D. 1890.
S. W. H. Durban, Notary Public.

Præcipe

To the Clerk:
Please issue Summons to the defendants to Sheriff of Union County, Ohio, returnable according to law. Indorse: Judgment ³³/₁₀₀ Foreclosure of Mortgage. Amount claimed \$1743.³³ with 8% int. on \$1066.⁰⁰ from September 19th, 1887, payable annually and 8% interest on \$677.³³ from September 19th, 1887 annually."
May 3rd, 1890. John M. Brodrick, Attorney for Plaintiff.

Summons

Afterward, on the 3rd day of May 1890, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio
Union County,
To the Sheriff of said County:
You are hereby commanded to notify Henry Hutson, Maria Hutson, William Hutson and Catharine Hutson that they have been sued by Elizabeth M. Hill as Executrix of the last Will & Testament of Robert Hill, deceased, in the Court of Common Pleas of Union County and must answer by the 31st 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 12th day of May, A. D. 1890.
Witness my hand and the seal of said Court, this 3rd day of May, A. D. 1890.
(Seal) R. M. Brody, Clerk.

5985

Indorsed: In action for Judgment ³³/₁₀₀ Foreclosure of Mortgage. Amount for which, with interest, judgment will be taken if defendant fail to appear \$1743.³³ with 8% on \$1066. from September 19th, 1887 payable annually ³³/₁₀₀ 8% on \$677.³³ from September 19th, 1887 annually.
John M. Brodrick, Plff's. Atty.

And on the 8th day of May 1890, the Sheriff of said County returned said Summons to the Clerk's Office in said County, which return is as follows:

Sheriff's Return

Ser. Return	\$	30
Adl. Dfts.		45
Mileage	3	20
Copies		80
Total	\$	75

The State of Ohio,
Union County.

Sheriff's Return.

Received this writ "May 3", 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 7th day of May 1890.

Thomas Martin, Sheriff.

Afterward, on the 9th day of July, 1890, an Entry was made on the Journal by the Clerk of Court which reads as follows:

Entry

Elizabeth M. Hill, Exec.

vs.

Journal 15, Page 383.

Henry Hutson, et al

5985

This day this cause came on for hearing on the petition of the plaintiff and the said defendants being in default for answer or demurrer the Court find the allegations of the petition are confessed by them to be true, except as hereinafter stated.

The said defendant Henry Hutson being represented by counsel and agreeing that in consideration of said plaintiff staying execution herein until November 8th, 1890 interest might be calculated on all installments of interest as alleged to be due in said petition at eight per cent. per annum.

It is therefore considered and adjudged by the Court that said plaintiff as Executrix as alleged in said petition do recover of said defendant Henry Hutson the sum of two thousand ⁹⁴/₁₀₀ eighty ⁷⁹/₁₀₀ dollars with eight per cent. interest thereon from the first day of this term of Court to wit: May 26th, 1890 and the costs herein taxed at \$ -- and that execution be stayed thereon until November 8th, 1890.

The Court further find that the defendants Henry Hutson and Ellen Hutson, his wife, who is now deceased, and said Henry Hutson and Maria Hutson, his wife, executed and delivered the mortgages as described in said petition and on the premises therein described.

The Court further find that by mistake the description in said mortgages included thirty-four ⁷⁴/₁₀₀ acres of land previously conveyed by said defendant Henry Hutson to said defendant William Hutson, as described in a certain Deed recorded in Volume 52 Page 109 ⁷⁴/₁₀₀ a Deed of Correction in Volume 56 Page 636 of the Record of Deeds of Union County, Ohio.

It is therefore considered, ordered and decreed by the Court that unless said defendant Henry Hutson, shall pay or cause to be paid to said plaintiff herein said sum of \$2080. ⁷⁹/₁₀₀ with eight per cent. interest from May 26th, 1890, and to the Clerk of said Court the costs herein, on or before November 8th, 1890, that an Order of Sale issue to the Sheriff of said Union County, Ohio, commanding him to appraise, advertise and sell said premises

Petition

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described in said petition except said 24 1/2 acres above mentioned, as upon execution and bring the proceeds thereof into Court for distribution

Attest
R. M. Henry 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 26th day of May in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to-wit, on the 8th day of May 1890 Urania Beightler filed in the Clerk's office of the said Court of Common Pleas the following Petition against John L. Beightler to-wit:
Urania Beightler, Plaintiff | Court of Common Pleas
vs. | Union County, Ohio.
John L. Beightler, Defendant

Petition

5-9-87

The plaintiff says that she has been a resident of the State of Ohio and is now a bona-fide resident of Union County, Ohio, for more than a year last past.

Plaintiff says that on the 9th day of October, A. D. 1888 she was married to the defendant John L. Beightler at the County of Union, State of Ohio, whom she prays may be made party hereto.

She further says she has always conducted herself toward said defendant as a good and faithful wife yet he disregarding his duties as a husband has been guilty of gross neglect of duty toward the plaintiff failing to provide her with a home or the necessaries of life, but abandoned her and their infant child Albert Beightler who was born April 29th, 1889 without any sufficient means of support and without any home or place to stay.

She further says that she is informed and believes that the defendants Adolphus Burris and Samuel Beightler are indebted to the said defendant John L. Beightler. That said Adolphus Burris is indebted to said John L. Beightler in the sum of one hundred dollars due in October 1890 said note being given by said Burris to the plaintiff by promising to go to house-keeping thereby procuring her signature to said note for the purpose of cheating and defrauding her out of said money, and out of any means of support whatever.

Plaintiff further says that said defendant Samuel Beightler is indebted to said John L. Beightler but the amount of said indebtedness she is unable to state.

She further states that said Albert Beightler is the only child born to her during their marriage. She further says she is entirely destitute of any means of support whatever, that said John L. Beightler only gave her \$25⁰⁰ all told.

She further says that said John L. Beightler will

dispose of all his property if not restrained by this Court including the notes obtained from the plaintiff, said notes or claims being about all the property owned by the defendant J. L. Bightler known to the plaintiff. She therefore prays for an Order of Injunction to issue without the bond required by law, as she is wholly unable to give the same, to said John L. Bightler restraining him from disposing of or transferring any of said credits or of collecting the same and applying the same to his own use. Also that the writ of Injunction issue commanding Adolphus Burris and Samuel Bightler not pay or transfer to said John L. Bightler any part of the money due to said plaintiff or to said John L. Bightler until further ordered by the Court. And that she be divorced from said John L. Bightler and have a decree for reasonable alimony, and the custody, care, and education of their child Elbert Bightler, and that said Adolphus Burris and Samuel Bightler be ordered to pay to this plaintiff any sum of money found due this plaintiff or the defendant John L. Bightler in their hands and for all proper relief in the premises.

J. M. Kennedy.

Attorney for Plaintiff.

State of Ohio,
Union County ss.

Urania Bightler being duly sworn says the facts and allegations of the foregoing petition are true.

Urania Bightler.

Sworn to and subscribed by the said Urania Bightler before me this the 8th day of May A.D. 1890.

Seal)

A. H. Kollefrath, Notary Public.

To the clerk:

Issue Summons in the above entitled case to Sheriff of Union County for John L. Bightler, Adolphus Burris and Samuel Bightler, returnable according to law.

Indorse: "Injunction allowed."

J. M. Kennedy, Plf's. Atty.

Order of Injunction

Urania Bightler, Plaintiff
vs.
John L. Bightler, Adolphus Burris & Samuel Bightler, Defendants.

Before the Probate Judge,
Union County, Ohio.

May Term, A.D. 1890.

Motion for Temporary Injunction in the Common Pleas Court, Union Co., Ohio.

And now on this 8th day of May 1890, came the plaintiff by J. M. Kennedy, Attorney; 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 Urania Bightler and the affidavit therein filed, and after hearing the argument of counsel and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant John L. Bightler from disposing of or transferring any of said credits or

Summons

5987

Sheriff's Return

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 Burris and Samuel Beightler not to pay or transfer to said
 John L. Beightler any part of the money due to said plaintiff
 or to the said John L. Beightler until further ordered by the
 Court as prayed for said petition of plaintiff.
 It is further ordered that the clerk of the Common
 Court issue Summons in this case endorsed injunction allowed.
 No Bond required. L. Piper, Probate Judge.

Afterward, on the 8th day of May, 1890, a Summons was issued by
 the clerk of said Court, indorsed as follows:

Summons
 5987

The State of Ohio,
 Union County, ss To the Sheriff of Union County:
 You are hereby commanded to notify John L. Beightler
 et al that Urania Beightler has filed in the office of the clerk of
 the Court of Common Pleas of Union County, and State of Ohio,
 a petition (a true copy of which is herewith delivered to you to be
 served on him) charging him with neglect and failing to provide
 for her, and asking that she be divorced from him, and that injunc-
 tion issue &c: and for other proper relief. Said petition will
 stand for hearing during the term of said Court next ensuing, and
 six weeks from and after the service of this writ.
 You will make due return of this Summons on the 19th
 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 8th day of May
 A. D. 1890. [Seal] R. M. Leroy, Clerk.
 Indorsed: In action for Divorce and Injunction allowed.

Sheriff's
 Return
 5987

And on the 8th day of May, 1890, the Sheriff of said County re-
 turned said writ to the clerk's office in said County, which return
 is as follows: Sheriff's Return

Service	\$ 60
Pliff's Copy	40
Mileage	64
Total	\$ 164

Received 2 o'clock P. M. on the 8th day of May, 1890 and on
 the 9th day of May 1890, I served the same by leaving a true
 copy thereof with the indorsements thereon together with
 a copy of the petition at the usual place of residence of the
 within named John L. Beightler, defendant.
 Thomas Martin, Sheriff.

Afterward, on the 8th day of May, 1890, a Summons was issued
 by the clerk of said Court, indorsed as follows:

The State of Ohio,
 Union County, ss To the Sheriff of Union County:
 You are commanded to notify Adolphus Burris and
 Samuel Beightler that Urania Beightler 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 Injunction be allowed and for

other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this Summons on the 19th day of 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 5th day of May A. D. 1890.

(Seal) R. M. Erory, Clerk.

Indorsed: In action for Divorce & Separation allowed.

And on the 5th day of May, 1890, the Sheriff of said County returned said writ to the Clerks Office in said Court which return is as follows:

Sheriff's Return

Sheriff's Return

Received 2 o'clock P. M. on the 5th day of May, A. D. 1890 and on the 9th day of May A. D. 1890, I served the same by delivering a true copy thereof with the indorsements thereon to Samuel Beightler, and Adolphus Burris, the within named defendants. Thomas Martin, Sheriff

Service	\$45
Copy (2)	40
Mileage	100
Total	\$185

Entry

Afterward, on the 26th day of June, 1890, an Entry was made on the Journal by the Clerk of said Court, to wit:

5977

Urania Beightler, Plaintiff

vs

John L. Beightler, Defendant

Journal 15, Page 360.

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 and find that the facts set forth in her petition are true and that said defendant has been guilty of gross neglect of duty.

It is therefore ordered and adjudged by the Court that the marriage relation heretofore existing between the parties be dissolved and that both parties be released from the obligation thereof, and that the plaintiff have the custody, care and education of their infant child Albert Beightler, the defendant be allowed to visit said child at all proper times. And that said John L. Beightler be required to transfer immediately to the said plaintiff a note for \$100⁰⁰ now in his possession on Adolphus Burris or pay said plaintiff in cash one hundred dollars without delay, and plaintiff to pay costs of action.

The said \$100⁰⁰ is allowed to the plaintiff for her support and the support of said child, and defendant is not to be charged with the support of said child while it remains under the control of the plaintiff.

Attest
R. M. Erory, Clerk

Petition Office

6145

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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 Honourable John A. Price, Judge of said Court, of the term of February, to-wit, on the 9th 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 31st day of January, 1891, Effie G. Brummie filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Dore H. Marshall et al to-wit:

Petition Effie G. Brummie, Plaintiff

vs.

Court of Common Pleas

6145

Dore H. Marshall, a minor twelve years of age, Hawk E. Marshall, a minor ten years of age, Gertie M. Marshall, a minor eight years of age. Defendants

Union County, Ohio

The plaintiff says: She has a legal right to and is seized of Dower as the widow of Henry Marshall, now deceased of the undivided one-third during her life-time of the following real estate situated in this the said County of Union and in Unionville Centre, of Darby Township of said County.

In the aforesaid Township, County ^{1/4} State, to-wit: In lot N^o. 2 (two) in said town of Unionville Centre. For further description see town plat.

That since the death of said Henry Marshall plaintiff has intermarried with ----- Brummie. That subject to plaintiff's dower the defendant Dore H. Marshall is, as one of the children of plaintiff and said Henry Marshall deceased entitled to and seized of the one-third of said real estate. That Hawk E. Marshall as one of the children of plaintiff and said Henry Marshall deceased is seized of and entitled to the one-third of said real estate subject to the said dower interest of said plaintiff. That Gertie M. Marshall, as one of the children of plaintiff and said Henry Marshall deceased, is seized of and entitled to the one-third of said estate subject to the said dower interest of said plaintiff.

That said children are all minors aged respectively, twelve, ten and eight years of age. Plaintiff asks that a Guardian ad-litem may be appointed herein and that all the rights of said minor children may be fully protected. Plaintiff desires to have her interest set off to her in severalty, and subject thereto partition may be made, or if that cannot be done without manifest injury that such proceeding may be had as are authorized by law.

D. W. Ayers.

Attorney for Plaintiff.

The State of Ohio.
Union County ss.

D. W. Ayers, being first duly sworn says that the plaintiff above named is a now resident of said County of Union and is now absent therefrom. That he is the attorney of the above.

named Effie G. Crummie duly authorized in the premises. That the facts stated and allegations are as he believes true.

D. W. Ayers.

Sworn to before me and signed in my presence this 31st day of January, 1891. (Seal) R. M. Leroy, Clerk of Court.

Affidavit for Publication

6145

Afterward, on the 3rd day of February, 1891 the following Affidavit was filed with the clerk of Court, to wit:

Effie G. Crummie, Plaintiff.

vs.

Court of Common Pleas Union County, Ohio.

Doie H. Marshall, Defendant

The State of Ohio.

Union County ss.

D. W. Ayers, being duly sworn says he is the Attorney of the plaintiff herein duly authorized in the premises. That service of summons cannot be made in this State on the defendants David M. Marshall, Hawk E. Marshall and Gertie M. Marshall, that the cause is one of those mentioned in Section Five thousand and forty-eight of the Revised Statutes of Ohio.

D. W. Ayers.

Sworn to before me and signed in my presence this 3rd day of February, 1891. (Seal) R. M. Leroy, Clerk.

Afterward, on the 15th day of March, 1891, the following Proof of Publication was filed with the clerk of said Court, to wit:

Effie G. Crummie, Plaintiff.

vs.

Court of Common Pleas Union County, Ohio.

David M. Marshall, Hawk E. Marshall and Gertie M. Marshall Defendants.

Partition Notice.

David M. Marshall, Hawk E. Marshall and Gertie M. Marshall residing at 542 South Dutton Street, Jacksonville, State of Illinois, will take notice that on the 31st day of January, A. D. 1891, Effie G. Crummie filed her petition in the Common Pleas Court of Union County, Ohio, against the above named parties praying for the partition of the following real estate:

Situate in Unionville Centre, Darby Township, Union County, Ohio, on lot N^o 2 in said town of Unionville Centre.

Said parties are required to answer by the 20th day of March 1891. Effie G. Crummie.

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 4th, 1891.

Sworn to and subscribed before me, this 18th day of March 1891. (Seal) R. M. Leroy, Clerk.

Printer's fees \$ 8.75

Entry

6145

Answer of Guardian Ad Litem

6145

Entry

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 Union County,
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 W. O. Shearer
 of March

Afterward, on the 10th day of April, 1891, an Entry was made on the Journal by the clerk of said Court, which reads as follows, to wit:
 Effie G. Marshall, Plaintiff
 vs.
 Doie H. Marshall et al. Defendants
 Journal 15, Page 507.

6145
 It appearing to the Court that the defendants Doie H. Marshall, Hawk E. Marshall and Gertie M. Marshall are minors under the age of fourteen (14) years and have been legally served by publication on file herein, on motion of the plaintiff N. T. Hoopes is hereby appointed Guardian for the said minor defendants.
 And now comes N. T. Hoopes and in open Court accepts said appointment.

Answer of Guardian Ad Litem
 6145
 Afterward, on the 10th day of April, 1891, the following Answer was filed with the clerk of said Court, to wit:
 Effie G. Crummie, Plaintiff
 vs.
 Doie E. Marshall et al, Defendant
 N. T. Hoopes, Guardian Ad Litem herein of and for Doie H. Marshall, Hawk E. Marshall and Gertie M. Marshall and for answer herein says that the above named defendants are minors under fourteen years of age, and asks the Court to guard and protect all of the legal rights of the above named defendants herein in all such judgments and orders made affecting their rights.
 N. T. Hoopes, Guardian Ad Litem.

The State of Ohio,
 Union County ss.
 N. T. Hoopes now comes and says the facts stated and allegations herein are as he believes true. N. T. Hoopes.
 Sworn to before me and signed in my presence this 10th day of April, 1891. (Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 10th day of April, 1891, an Entry was made on the Journal by the clerk of court, which reads as follows:
 Effie G. Crummie, Plaintiff.
 vs.
 Doie H. Marshall et al. Defendant
 Journal 15, Page 507 & 508

6145
 And now this cause coming on to be heard on the petition of Effie G. Crummie and the evidence, the Court find that all the defendants have had due legal notice of the pendency and demand of said petition and that they are in default for answer thereto except as to by the Guardian Ad Litem appointed herein.
 Thereupon the Court find that the plaintiff and the defendants herein named are tenants in common in the estate described in the petition; that the said Effie G. Crummie, widow, is entitled to dower therein, and that subject thereto the defendant Doie H. Marshall is entitled to ($\frac{1}{3}$) one-third: Hawk E. Marshall ($\frac{1}{3}$) one-third: Gertie M. Marshall ($\frac{1}{3}$) one-third, each a

equal right to the one-third part thereof subject to said dower: and the plaintiff is entitled to have partition made of said premises as prayed for in her petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made and that dower therein be assigned to Effie G. Brummie. And W. P. Bechtler, W. F. H. Pennington and Charles M. Cune three judicious and disinterested free-holders of the vicinity are hereby appointed Commissioners to make and set off the same. And it is ordered that if said estate is entire and cannot be divided by metes and bounds, that said appraisers will appraise said premises, and it is ordered that a writ issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are herebefore severally found entitled. And also cause to be set off and assigned in manner above ordered the dower of the said Effie G. Brummie, or if that cannot be done without manifest injury, then that they appraise as aforesaid. And of his proceedings herein the said Sheriff is ordered to make due return.

Writ of Partition
6145

Afterward, on the 8th day of May, 1891, the following 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 Dwight Webb, W. F. H. Pennington and Charles M. Cune you cause to be set off and assigned to Effie G. Brummie, widow of Henry Marshall late of said County, deceased, one full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the Township of Darby County of Union and State of Ohio, to wit: In Lot N^o 2 in the town of Unionville Centre. For a further description see Town Plat.

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

To Doie H. Marshall, one-third equal (1/3) part;

To Hawk E. Marshall, one-third equal (1/3) part;

To Gertie M. Marshall, one-third equal (1/3) part: in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain civil action, for Partition and Dower, wherein the said Effie G. Brummie, plaintiff, and Doie H. Marshall, Hawk E. Marshall and Gertie M. Marshall are defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith. If said premises cannot be divided without manifest injury you will appraise

Witness, my name and the seal of the Court of Common Pleas, at the Court House in Marysville, this 6th day of May, A. D. 1891.

Seal

R. M. Leroy, Clerk.

Commissioner's Report

Order of Sale

6145

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And on the 9th day of May, 1891, the Sheriff of said County returned said writ to the Clerks office in said County which return is as follows:

Service	30
Mileage	2 40
Ex. Writ	1 20
Swear Com.	1 20
Cowey. "	1 00
Report of "	50
Return	50
Total	\$7 10
Com. Fees	3 00

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the calls of Dwight Webb, Charles M. Cune and W. F. H. Pennington; and the said Commissioners being of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.

Given under my hand this 8th day of May, A. D. 1891.
Thomas Martin, Sheriff.

Commiss
Report
Offie H. Crumme
vs.

Union County, ss.
Court of Common Pleas

Doie E. Marshall et al
In Partition ^{vs} Dower.

According to the command of the Writ of Partition in this case issued, and on call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same free of said dower at \$250⁰⁰.

Given under our hands, this 8th day of May, A. D. 1891.

Commissioners }
Dr. Charles M. Cune
W. F. H. Pennington
Dwight Webb.

To the Clerk:

Issue Order of Sale in the above case returnable according to law.
D. W. Byers, Attorney for Plaintiff. May 25th 1891.

Order of Sale.

Afterward, on the 26th day of May, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,

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

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the February Term A. D. 1891 in a certain petition for partition, now pending in said Court, wherein Offie H. Crumme, plaintiff, and Doie E. Marshall, Hawk E. Marshall and Gertie M. Marshall, defendant, we command you that without delay, you proceed to sell at public auctions the lands and tenements in said petition described, to wit:

Situate in the Township of Darby, County of Union and State of Ohio, to wit: In Lot N^o (2) two in the town of Unionville Centre

For further description see Town Plat. Appraised at \$250⁰⁰ free of the dower estate of Offie H. Crumme; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this Writ.

Witness my hand and the Seal of the said Court, at Marysville, this 26th day of May, A. D. 1891.

Seal

R. M. Leroy, Clerk.

Sheriff's Return

And on the 29th 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:

Service	60
Mileage	1 60
Copy to Ptr.	30
Boundage	1 55
Return	25
Deed	2 00
Record Mort.	1 25
Total	\$7 55

As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the "Marysville Tribune" a newspaper printed and in general circulation in Union County, Ohio: and on the 27th day of June, A. D. 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 Martin Wetzel who bid for said premises the sum of two hundred and seven dollars, and said sum being more than two-thirds of the appraised value, and he being the highest and best bidder I declared the purchaser.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 1st day of June, 1891, a Proof of Publication was filed with the Clerk of Court, which is as follows, to-wit:

Effie G. Brummie

6145

vs.

On Order of Sale in Partition.

Doie E. Marshall et al

By virtue of above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday June 27th, 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 Darby, County of Union and State of Ohio, and bounded and described as follows: Being In Lot N^o 2 in the town of Unionville Centre. For further description see town plat. Appraised at \$250⁰⁰.

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 two mortgage on premises sold.

May 27th, 1891.

Thomas Martin, Sheriff

Union County, Ohio.

Printer's Fees \$9⁰⁰.

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 May 27th 1891.

L. G. English

Sworn to and subscribed before me, this 1st day of June 1891.

Seal

R. M^o Croy, Clerk.

Afterward, on the 26th day of August, 1891, an Entry was made on the Journal by the Clerk of Court which is as follows
Effie G. Brummie Pltf.

vs.

Journal 16, Page 5.

Doie H. Marshall et al. Dfts.

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Petition

6051

the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceeding and sale are hereby approved and confirmed.

And the Sheriff is ordered by deed duly executed to convey said premises to the purchaser Martin Witzel free from the dower of the plaintiff Effie G. Brummie.

And the said Effie G. Brummie having by her petition asked to have her dower assigned in said premises, or such proceedings had as are authorized by law, and it appearing that partition could not be made without manifest injury, sale was ordered free from said dower interest; and the Court find the just and reasonable value thereof to be \$---. It is further ordered that out of the proceeds of said sale the Sheriff pay, First, to the Treasurer of Union County \$--- being the taxes and penalty due on said premises.

Second, to the Clerk of this Court the costs of this action including a counsel fee of \$25⁰⁰ to D. W. Ayers.

Third, to Effie G. Brummie, the sum of \$--- as for her full dower in said premises.

Fourth, and of the residue of the proceeds of said sale to Dora H. Marshall, one third of the money remaining after payment of the sums aforesaid; and to Hawk C. Marshall the one third of said sum; and to Bertie M. Marshall one third of said sum.

Attest
J. 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 February, to wit, on the 9th 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 30th day of August, 1890, Hosea Finch et al. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William P. Kirby et al. to wit:

Petition
6051
Hosea Finch, Albert Finch, Plaintiffs
Fannie Finch, Archibald Finch,
Lucy Finch, Jerome Finch, Janet Talbot
Mary Hedges, Elvora Young, Mollie
Cartmell. vs.

Wm P. Kirby, Lemuel Kirby, Thomas S. Kirby
Joseph W. Kirby, Matilda A. Kirby, Mary C.
Howison, Elsie R. Kirby, Catharine Kirby, and
Mary Howison, George W. Drumon Exec. of
the Will of Matilda Wort. Defendants.

Court of
Common Pleas
Union County, Ohio
Petition.

The plaintiffs say they are seized in fee simple and are the owners of the real estate hereinafter described and are entitled to the immediate possession thereof and that the defendants do now and ever since the first day of August, 1890 have unlawfully withheld from the said plaintiffs the possession of said land. Said land is described as follows, to-wit: Situate in the County of Union in the State of Ohio in Survey N^o 6693: One lot described as follows (See Volume 17 Page 201 of Union County Ohio, Record of Deeds)

Beginning at a stone in the center of the Tway Road of Samuel Moses land: thence with said road N. 55 - E. 92 poles to a stone in the line of Plummers land: thence with his line N. 8 - W. 58 poles to a stake in his line: thence S. 55 - W. 92 poles to Samuel Moses land: thence S. 8 - E. 58 poles to the beginning containing 50 acres.

And the other lot (see Volume 17, Page 203 of said Records) in same Survey. Beginning at a stone north-east corner of the above described lot: thence northerly with the line thereof 51 poles 10 links to a stone: thence westerly 142 poles: thence southerly 51 poles, and 10 links to a stone north-west corner of Samuel Moses land: thence easterly to the beginning containing 45 acres more or less.

The said plaintiffs say they are the lawful heirs of John Wirt, deceased. That said John Wirt bought and paid for said land but the Deeds for the same were made to his son A. C. Wirt, who at the time of taking the same was unmarried and lived with his father and mother. That said land was left in the name of said A. C. Wirt with the agreement and understanding between them that it was to go to the heirs of said John Wirt and was a gift to said A. C. Wirt so far as he the said A. C. Wirt had any interest therein.

That said John Wirt died intestate leaving as his only children and heirs the said A. C. Wirt the said Mary Hedges and a daughter Marilla Finch long since deceased and the said Marilla Finch left as her sole heirs at law the following children, viz: Hosea Finch, Albert Finch, Fannie Finch, Archibald Finch, Lucy Finch, Jerome Finch, Janet Talbot, Mollie Bartmell and Elvora Young.

That said A. C. Wirt married Matilda Kirby but they never had any children and he died intestate without any child or children.

That his wife took by the said Matilda took by descent said land only for and during her life and she died about the --- day of July 1890, but undertook to dispose of the title to said land by making her Will which has been admitted to probate by the judgment of the Probate Court of Union County, Ohio.

And in said Will she devised said real estate to her own kin who are not of kin to the plaintiff, to-wit: the said defendants and made said George W. Drummond the Executor of her said Will and the said devisees defendants are in possession of said land claiming title thereto under and by virtue of said Will and said Drummond as said Executor is attempting to sell said land but the plaintiffs say the said Matilda had no title to said land except for and during her life and that said defendants by said Will derived no title whatever to said

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land and the same descended by virtue of the laws of Ohio to the plaintiff as the next of kin and lawful heirs of the said John Wirt deceased. Therefore the plaintiffs pray judgment against the said defendants that they recover of the said defendants the possession of said land.

Robinson & Woodburn

The State of Ohio,
Union County, ss.

S. S. Gardiner, D. W. Byers,
Attorneys for Plaintiffs.

Elvora Young, one of the said plaintiffs being duly sworn deposes and says she believes the allegations of the foregoing petition are true.

Elvora Young.

Sworn to before me and signed in my presence this 23rd day of August, 1890.

Seal } D. W. Dandis, Notary Public.

Gracipe

To the Clerk:

Issue Summons for the within named defendants, viz: Wm P. Kirby, Lemuel Kirby, Thomas Kirby, Joseph W. Kirby, Matilda A. Kirby, Mary E. Howison, Elsie R. Kirby, Catharine Kirby and Mary Howison. Also for George W. Drumm as Executor of the Will of Matilda Wirt deceased. Indorse: "Petition to recover real estate".

Robinson & Woodburn.

S. S. Gardiner, D. W. Byers, Attys.

Summons

Afterward on the 30th day of August, 1890, a Summons was issued by the Clerk of Court, indorsed as follows:

6051

The State of Ohio,
Union County,

To the Sheriff of said County:

You are hereby commanded to notify William P. Kirby, Lemuel Kirby, Thomas S. Kirby, Joseph W. Kirby, Matilda A. Kirby, Mary E. Howison, Elsie Kirby, Catharine Kirby, Mary Howison and George W. Drumm as Executor of the Will of Matilda Wirt, that they have been sued by Hosea Finch, Albert Finch, Fannie Finch, Archibald Finch, Lucy Finch, Jerome Finch, Janet Talbot, Mary Hedges, Elvora Young and Mollie Bartwell in the Court of Common Pleas of Union County, and must answer by the 27th day of September, 1890, or the petition of the said plaintiffs will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 8th day of September, A. D. 1890.

Witness my hand and the seal of said Court, this 30th day of August, A. D. 1890.

Seal } R. M. Leroy, Clerk.

Indorsed: Action for recovery of Real Estate.

And on the 8th day of September, 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which is as follows:

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Copies	3 00
Total	\$10 25

The State of Ohio,
Union County,

Sheriff's Return

Received this writ August 30th, 1890, at 1 o'clock P. M. and served same by delivering a certified copy thereof

with the indorsements thereon to each of the within named defendants on the 6th day of September, 1890, except Matilda B. Kirby who was not found in my County. Thomas Martin, Sheriff.

Answer

Afterward, on the 27th day of September, 1890, an Answer was filed with the Clerk of said Court which is as follows, to wit:

6057

Hosea Finch, et al. Plaintiff

vs.

William O. Kirby, et al. Defendants

In Court of Common Pleas

Union County, Ohio.

Now comes the defendants (except G. W. Dammun, who answers separately and for answer to the petition of the said plaintiffs say:

First Defense: That they admit that they are in possession of the lands and tenements in the petition described, and that they claim the same as heirs and devisees of said Matilda Wirt, but these defendants say that said plaintiffs should not have or maintain their said action against them, because, during the life-time of the said Matilda Wirt, to wit: on or about the 26th day of December 1878 said plaintiffs filed in this Court a petition against the said Matilda Wirt setting up the same matter in regard to the purchase money of said lands, and setting up the same matter as is set up in this petition (except the death of said Matilda Wirt) and the said plaintiffs, in their said former petition alleged that said John Wirt paid the purchase money for said lands and that said A. C. Wirt only held the same in trust and that at his death the same went to the plaintiffs and they asked to recover said lands said case was numbered 3170 in this Court. Plaintiffs could in said action have had every question determined that is now set up in the present case.

And these defendants say: that said Matilda Wirt filed her answer in said case putting in issue the allegations of the petition and the same was tried by the Court and a finding was made in favor of the said Matilda Wirt, and against the said plaintiffs.

That the said plaintiffs appealed said case to the District Court, and the same was there again tried upon the same issues, and on the 10th day of March 1881 said District Court found in favor of the said Matilda Wirt, and against the said plaintiffs, which decree is in the words and figures following:

Hosea Finch et al.

vs.

Matilda Wirt et al

Entry n^o 55

In District Court.

" This day came the parties by their attorneys and thereupon this cause came on to be heard upon the pleadings of the parties and the evidence, and was argued by counsel. On consideration whereof the Court being fully advised in the premises do find the equity of the case to be with the defendant, and thereupon plaintiff moved the Court for a new trial which motion the Court overruled to which ruling plaintiffs excepted. It is therefore considered, adjudged and decreed by the Court, that the said defendant

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ants go hence without day and recover their reasonable costs. For which ruling and judgment the plaintiffs excepts and ask the Court to sign and seal the Bill of Exceptions, which is done accordingly and the same is made part of the record of this case"

A record of said proceedings was made in the said District Court, and the said judgment and decree of said District Court is still in full force wholly unreversed and unchanged.

And these defendants aver that all matters in the petition in this case set forth were in said former case fully adjudicated and determined, and all questions in regard to the title of said land determined in favor of said Matilda Wirt, and that said former suit is and ought to be a bar to this action.

Second Defense:

For a second defense these defendants say: that said John Wirt decease in his life-time to wit: during the years 1852 and 1853, knew said Andrew C. Wirt took the title of said lands in his own name, and knew that said Andrew C. Wirt claimed said lands in his own right, and well knew all the facts in connection with the purchase of said lands, and that if the facts set up in the petition were true they were well known to said John Wirt in his lifetime and if he had a right of action it accrued to him then and the said Andrew C. Wirt from the time said lands were conveyed to him in the years 1852 and 1853, claimed said lands as an estate in fee simple, and he had and held the open, notorious, continued, adverse possession of said lands, until his death in the year 1878, and after his death the said Matilda Wirt as his sole heir, claimed said lands as an estate in fee simple, and she had and held the same open, notorious, continued, adverse possession of said lands until her death in the present year, and since her death these defendants as her heirs and devisees, have held the same kind of possession until the present time, and these defendants aver that the plaintiff are barred by the Statute of Limitations from prosecuting this action, and they ask that the Statute be enforced.

Third Defense:

For a third defense these defendants say: that they deny each and every allegation, and averment in the said petition contained, except that the said lands were conveyed to Andrew C. Wirt by said Fougnet and Woodworth as stated in said petition and that the relationship of plaintiffs is correctly stated and that said John and Andrew C. Wirt both died intestate, and that said Matilda Wirt left a Will, and devised said lands to these defendants and that said G. W. Drum is her Executor. And that said Andrew C. Wirt died leaving no child or children surviving him but left the said Matilda Wirt as his widow and heir, and that said Drum as Executor of said Will has applied to sell said lands.

Fourth Defense:

For a further defense these defendants say: that neither the said A. A. Woodworth nor the said Stewart Fougnet were

anyway related to said John or Andrew C. Wirt, and that the deed from said Younget to said Andrew C. Wirt contained the following recitals in the granting clause, to wit:

"Know all men by these presents that we Stewart Younget and Maurra Younget his wife of the County of Union and State of Ohio, in consideration of the sum of two hundred and seventy dollars, in hand paid by Andrew C. Wirt of the County and State aforesaid have bargained, sold, and do hereby, bargain, grant, sell, and convey unto said Andrew C. Wirt, his heirs and assigns forever the following premises (then follows a description of the lands as given in the petition) and said deed concludes, with the ordinary form of warranty and habendum. And the deed from said A. B. Woodworth is similar in form, and that neither of said deeds refer in any manner to said John Wirt or contain his name, but are regular deeds of general warranty from said grantors to said Andrew C. Wirt, and these defendants aver that said deeds on their face vest said Andrew C. Wirt with the legal title to said lands, and that he was so vested at the time of his death, and that at his death the said title descended to the said Matilda Wirt in fee simple, and these defendants deny that the plaintiffs have any rights whatever in said lands.

Wherefore these defendants pray, that their title may be quieted and put at rest, and that they may go hence without day and recover their costs, and for all such other and further relief as may be proper and to the Court seem meet.

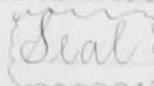
J. L. Cameron

Attorneys for Defendants.

The State of Ohio,
Union County ss:

William Kirby being first duly sworn deposes and says, that he is one of the defendants above named and that the facts stated in the foregoing answer are true as he verily believes.

William Kirby.

Sworn to before me and signed in my presence this 27th day of September, 1890.  R. M. Leroy, Clerk.

Answer of George W. Drumm

Afterward, on the 9th day of October, 1890, an Answer was filed with the Clerk of Court which reads as follows, to wit:

George W. Drumm vs. William Kirby et al

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

6051

Now comes George W. Drumm and for his separate answer to the petition says that he is the duly qualified Executor of the last Will of Matilda Wirt, and that as such Executor he has procured from the Probate Court and order to sell the real estate in the petition described. And this defendant says that he denies that the said plaintiffs or either of them have any interest whatever in the said lands, and denies that the said John Wirt paid any part of the purchase money for said lands, but says that said Andrew C. Wirt purchased and paid for the same, and that

Reply

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no part of the purchase money therefor was furnished by said John Wirt. Said petition interferes with the sale of said lands, and casts a cloud upon said title.

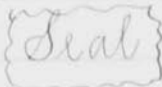
This defendant prays that, said title may be quieted and put at rest and that he may go hence and recover his costs.

J. D. Cameron,
Attorneys for Defendants.

State of Ohio,
Union County ss

George W. Drumum, being first duly sworn says the facts stated in the foregoing answer are true as he believes.

George W. Drumum.

Sworn to before me and signed in my presence this 8th day of October, 1890.  F. J. Arthur, Notary Public.

Reply

Afterward, on the 31st day of October, 1890, a Reply was filed with the Clerk of Court, which is as follows, viz:

6051

Hosea Finch et al. Plaintiff

vs.

Court of Common Pleas
Union County, Ohio.

William P. Kirby et al. Defendants

The said plaintiffs say that the allegations, matters and remedies referred to and set up in the defendants first defense as adjudicated in said cause N^o. 3170 all relate to other claims, rights and remedies than those alleged and claimed in the plaintiffs petition of these plaintiffs and they say the record mentioned in defendants answer do not constitute an adjudication of the rights of the parties in this cause and therefore plaintiff deny the allegations of said first defense.

2^d. For reply to the second defense the plaintiffs admit the title of said lands was in the name of R. C. Wirt but all the other allegations of said second defense they deny and demur that the said land descended in fee to said Matilda Wirt, and therefore plaintiffs pray judgment as they did in their petition.

Robinson & Woodburn

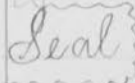
The State of Ohio,
Union County ss.

S. S. Gardiner, D. W. Ayers, Attys. for Atts.

Olivera Young, being duly sworn deposes and says that the allegations of the foregoing reply are true.

Olivera Young.

Sworn to before me and signed in my presence by Olivera Young one of the plaintiffs this 29th day of October, 1890.



D. W. Landes, Notary Public

Entry

Afterward, on the 14th day of February, 1891, an Entry was made on the Journal by the Clerk of Court which reads as follows:
Hosea Finch et al. Plaintiffs

6051

vs.

Journal 15, Page 472.

William P. Kirby et al. Defendants

This day came the parties by their attorneys and the plaintiffs asked and obtained leave to amend the petition by interlineation as follows: Add the words "or if defendants hold

said legal title they hold the same in trust for plaintiffs" after the words "the said heirs of John Wirt, deceased, immediately before the prayer of the petition. Also in the prayer of the petition have their title quieted against the defendants claim to said lands after said amendment the parties waived the calling and empanelling a jury, and submitted this cause to the Court upon the pleadings and evidence. On consideration whereof the Court being fully advised in the premises finds upon the issues joined in favor of the defendants. That on the death of said Andrew C. Wirt the lands in the petition described descended to his widow the said Matilda Wirt in fee simple absolutely and no estate or interest therein passed to the plaintiffs.

That upon the death of said Matilda Wirt said lands passed by the terms of her said Will to the defendants William Kirby, Daniel Kirby, Thomas S. Kirby, Joseph W. Kirby, Mary E. Rowison and Catharine Kirby, devisees, in fee simple absolutely and that the same is not subject to any trust - expressed or implied in favor of plaintiffs. And that the plaintiffs have no interest to said lands.

The Court further finds that the defendants are entitled to have their title quieted and put at rest. It is therefore considered, ordered and adjudged by the Court that the plaintiff petition be and the same is dismissed, and that the title of the said defendant to said land be quieted and put at rest and that the defendants recover of the plaintiffs their cost herein expended taxed at \$ - - -

Plaintiffs gave notice of their intention to appeal to the Circuit Court and this Court fixes the Appeal Bond at \$200.⁰⁰

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 February, to-wit, on the 9th 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 10th day of April, 1891, Morgan Savage filed in the Clerks Office of the said Court of Common Pleas the following Petition against Luther Biggett, et al to-wit:

Petition
 6170
 Morgan Savage Plaintiff
 vs.
 Luther Biggett
 Absalom Biggett, Defendants

In the Court of Common Pleas

Civil action for money only
 Morgan Savage the above named plaintiff says that there is due to him from Luther Biggett and Absalom Biggett

Answer
 6170

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the above named defendants, on a promissory note made by the defendants aforesaid, dated the fifth day of January, A.D. 1889 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of Seventeen Hundred dollars with interest thereon at eight per cent, payable semi-annually from the fifth day of January, 1891.

The plaintiff further says that he is now the legal owner and holder of said note, that the same is due and unpaid.

Whereupon, the plaintiff asks judgment against said defendants for the sum of Seventeen hundred dollars with interest at 8 per cent, payable semi-annually from the fifth day of January, 1891.

John M. Brodrick.

Attorney for Plaintiff.

Copy of Note.

\$1700⁰⁰. Marysville, Ohio, January 5th, 1889.

Six months after date, as principal debtors, we jointly and severally promise to pay to the order of Morgan Savage Seventeen hundred dollars for value received with interest at 8 per cent semi-annually till paid.

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 5th day of January 1889.

Luther Liggitt

Abraham Liggitt.

Interest paid on this note to July 5th, 1889.

Interest paid on this note to Jan. 5th, 1890.

Interest paid on this note to July 5th, 1890.

Interest paid on this note to Jan. 5th, 1891.

The State of Ohio,
Union County ss

John M. Brodrick, being sworn says he is the duly authorized attorney for said plaintiff Morgan Savage, the above named plaintiff; that he believes the statement in the foregoing petition to be true; that this action is founded upon a written instrument for the payment of money which is now in affcaunts possession.

John M. Brodrick.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me, this 10th day of April, 1891.

Seal

R. M. Croxy, Clerk of Court.

Answer

6170

Morgan Savage, Plaintiff

vs.

Luther Liggitt
Abraham Liggitt Defendants

In Court of Common Pleas,
Union County, ss.

Defendants Answer. April 10th, 1891.

Luther Biggett and Absalom Biggett 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 Seventeen hundred and thirty five dollars and eighty-nine cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against 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.
 April 10. 1891. N. T. Hoopes.
 Attorney for Defendants.

Entry Morgan Savage, Plaintiff.

vs.

6170 Luther Biggett, et al. Defendant

Journal 15, Page 507.

This day came the plaintiff by his Attorney, and thereupon came N. T. Hoopes, 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 plaintiffs petition, the sum of \$1735.⁸⁹

It is therefore considered that said plaintiff do recover of said defendants the said sum of \$1735.⁸⁹ 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.

Petition

Afterward, on the 6th day of May, 1891, the following Petition was filed with the clerk of said Court, to wit:

6170 Morgan Savage, Plaintiff

vs.

Luther Biggett
 Absalom Biggett, Defendants

Court of Common Pleas,
 Union County, Ohio.

The defendant Absalom Biggett, says: That he was one of the defendants against whom judgment was taken in this case, at the last term of this Court, to wit: the February Term 1891, upon a warrant of attorney, said judgment being for the sum of \$1735.⁸⁹

That he was surety only upon said promissory note; that he received no part of the consideration of said note; and had no interest whatever in the amount called for therein; and that he signed the same as security only, for the said Luther Biggett. That said judgment was so rendered against this defendant in favor of said Morgan Savage, without any summons

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or other process issued against him, and without any notice whatever of the filing of the petition of said Morgan Savage, or the taking of said judgment, and he had no notice or knowledge that judgment was so taken until after the adjournment of the last term of this Court, to wit: the February term of said Court 1891.

This defendant says that said judgment should be vacated, set aside, and held for naught, because this defendant says that after said note on which said judgment was rendered, became due and payable, the plaintiff, Morgan Savage, entered into a contract with said Luther Biggett who was the principal on said note, and without the knowledge or consent of this defendant to extend the time of the payment of said note for the term of six months in consideration that the said Luther Biggett would pay, and agree to pay, the interest on said note promptly when the same became due.

That said note was treated by the parties, to wit: the said Morgan Savage and the said Luther Biggett as drawing eight per cent. interest payable semi-annually. And the same was paid semi-annually up to the date that the last payment became due, to wit: January 5th, 1890. And on the payment of the interest due on January 5th, 1890, said Morgan Savage proposed to the defendant Luther Biggett, that if he would pay the interest promptly, as it became due, to wit, at the end of the period of every six months, that he would let the note run and forbear bringing suit upon the same so long as the semi-annual interest was promptly paid. To which proposition the principal Luther Biggett, then and there agreed.

And thereupon the said Morgan Savage did forbear bringing suit upon the same, and the said Luther Biggett did promptly pay the interest so due, at the end of each six months thereafter, and up to the present time. And all of which was done, contracted, and agreed to, between the said Morgan Savage, and the said Luther Biggett without the knowledge of this defendant, and without any consultation with him, and without his consent. The said Absalom Biggett avers that he has been discharged from all liability upon said note.

The said Morgan Savage is threatening to proceed, and is about to issue an execution for the collection of said judgment against said Absalom Biggett, and to execute his property, and sell and sacrifice the same to satisfy said judgment. And will so proceed unless enjoined from so doing, according to law.

The said Absalom Biggett therefore asks that said judgment may be opened up, that he be let in to make said defense to said note, and that on the final hearing of the same that he may be discharged from said note, and discharged and released from said judgment, and that in the meantime the said Morgan Savage may be enjoined from taking any further steps toward the collection of said judgment as against him, and this defendant asks all and further relief as he may in equity and justice be entitled to.

Porter & Porter, Attorney for
Absalom Biggett.

The defendant, Absalom Biggett, being duly sworn, makes oath, that the facts stated in the foregoing petition to be true, as he believes.

Absalom Biggett.
Sworn to by Absalom Biggett before me, and signed by him in presence this 6th day of May, A. D. 1891.

Waiver

I hereby waive the issuing and service of Summons and enter my appearance herein May 8th 1891.

Motion

Afterward, on the 26th day of June, 1891, the following motion was filed with the clerk of Court, to wit:

6170

Morgan Savage, Plaintiff

vs.

Luther Biggett et al. Defendants

Court of Common Pleas,

Union County, Ohio.

This day the said Absalom Biggett by his attorney move the Court: For a rehearing, and a new trial in this action and proceeding, for the following reasons, to wit:

First:-- The finding and judgment of the Court upon the petition of said Absalom Biggett is contrary to, and against the evidence in the case.

Second:-- The decision and judgment of the Court in said petition of Absalom Biggett was against the law of the case.

Third:-- The judgment and decision of the Court upon said petition was for said Morgan Savage, whereas by the law of the land, it ought to have been for the said Absalom Biggett.

Porter & Porter, Attorneys for Absalom Biggett.

Entry.

6170

Afterward, on the 26th day of June, 1891, an Entry was made on the Journal by the Clerk of Court, which is as follows:
Morgan Savage, Plaintiff

vs.

Luther Biggett, et al. Dfts.

Journal 15, Page 562.

This day this cause came on for hearing on the petition of said defendant Absalom Biggett to vacate the judgment heretofore rendered in this case, and the evidence and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do find from the evidence that there are not sufficient grounds to vacate said judgment.

Thereupon the said defendant Absalom Biggett filed his motion for a new trial herein, which was overruled by the Court.

It is therefore considered, ordered and adjudged by the Court that said petition be, and the same hereby is dismissed, and that said plaintiff recover of said defendant Absalom Biggett his costs herein expended, taxed to \$--- and execution is awarded therefor.

To all of which findings, orders and judgments of the Court said defendant Absalom Biggett then and there excepted. And for the purpose of preparing, signing & a Bill of

Entry
6170

Petition
6188

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Exceptions the Journal is to be kept open for forty days after the term.

Afterward, on the 15th day of August, 1891, an entry was made on the Journal by the Clerk of Court, which is as follows:
Morgan Savage, Plaintiff

Entry
6170

vs.
Luther Diggitt et al Defts.

Journal 15, Page 562.

And now comes the said Absalom Diggitt and presents to the Court his certain Bill of Exceptions herein, which being found by the Court to be true, is allowed, signed and sealed by the Court, and on motion of said Absalom Diggitt it is ordered to be placed on the file with the pleadings, and made a part of the record in this cause.

Attest,
A. 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 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 4th day of April, 1891, Samuel W. Moore filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Clara Belle Moore, to wit:

Petition
6188

Samuel W. Moore, Plaintiff
vs.

Court of Common Pleas
Union County, Ohio.

Clara Belle Moore, Defendant

Now comes the plaintiff Samuel W. Moore and for cause of action against the defendant Clara Belle Moore, says: That he is an actual resident of said Union County, and has been a bona-fide resident of the State of Ohio, for one year, and more last past. That he and the said defendant, Clara Belle Moore were duly married to each other on or about the 3rd day of August A. D. 1883, at or near York Centre, Union County, Ohio. That there is now living at Byhalia, Union County, Ohio one boy James B. Moore, of said marriage aged six years. That he has always conducted himself as a true and faithful husband to the said Clara Belle Moore, and that the said Clara Belle Moore without any cause on the part of this plaintiff, left this plaintiff's home, and has been wilfully absent for more than three years.

2^d. Cause of Action:--- That the said defendant Clara Belle Moore, without any just cause or provocation on the part of this

plaintiff, and at divers times used vile and threatening language against this plaintiff, and assaulted him with a razor and tried to cut his throat.

3^d. Cause of Action:-- That she has failed to do and perform her duty as a wife for more than five years.

Wherefore plaintiff prays that the bonds of their said marriage may be absolutely dissolved and that he be adjudged and decreed a divorce from the said Clara Belle Moore, and that he be decreed the care and custody of their said minor child, James B. Moore and for costs and for all proper relief.

N. W. Merchant,

Attorney for Plaintiff.

State of Ohio,
Union County ss:

Samuel W. Moore, being first duly sworn according to law says that the facts stated and the allegations made, are as he verily believes, true.

Samuel W. Moore.

Sworn to before me and by the said Samuel W. Moore subscribed in my presence this 4th day of May, A. D. 1891.

Seal

R. M. Leroy, Clerk.

Precept

To the Clerk:

Issue a Summons for the defendant Clara Belle Moore with a certified copy of this petition to the Sheriff of Union County Ohio, returnable according to law. Indorse: "Action for Divorce"

N. W. Merchant,

Attorney for Plaintiff.

Summons

Afterward, on the 4th day of May, 1891, a Summons was issued by the clerk of said Court, indorsed as follows, to wit:

6188

The State of Ohio
Union County ss:

To the Sheriff of Union County:

You are commanded to notify Clara Belle Moore that Samuel W. Moore has filed in the office of the clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her) charging her with wilful absence &c: and asking that he be divorced from her, and that custody of child be given him and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 18th 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 4th day of May, A. D. 1891.

Seal

R. M. Leroy, Clerk.

Sheriff's Return

And on the 9th 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:

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Received 2 o'clock P M. on the 4th day of May, B. D. 1891, and on the 6th day of May, 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 Clara Belle Moore.
Thomas Martin, Sheriff.

Entry
6188

Afterward, on the 15th day of June, 1891, an entry was made on the Journal by the clerk of said Court, which reads as follows:
Samuel W. Moore
vs.
Clara Belle Moore
Journal 15, Page 578.

Now came the plaintiff Samuel W. Moore and the defendant Clara Belle Moore having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court find her in default for answer and demurrer to said petition and find that the allegations as set forth in the first cause of action in said petition are confessed by her to be true.

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

The Court further find upon the evidence adduced that the defendant Clara Belle Moore has been guilty of wilfull absence from said plaintiff for more than three years, and that by reason thereof the plaintiff is entitled to a divorce as prayed for in his said petition.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Samuel W. Moore and Clara Belle Moore be and the same hereby is dissolved, and that both parties are released from the obligations of the same.

And it is further ordered that the care custody, education and control of the said child James B. Moore of said parties hereto be until further order confided to the said Samuel W. Moore, plaintiff, with the privilege that the said defendant may visit it at all reasonable times.

And it is further ordered by the Court that plaintiff pay the costs in this action taxed at \$---, and execution is awarded.

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 S. Price, Judge of Court of the term of May, to wit, on the 25th 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 28th day of November, A. D. 1890, George Long filed in the Clerk's office of the said Court of Common Pleas the following Petition against John S. Smart et al.

George Long, Plaintiff

Petition

6111

John S. Smart, The unknown heirs of Samuel Selden, Deid. The unknown heirs of Gill B. Selden, Deceased, Miles Selden Deid. the unknown heirs of the unknown heirs of Barnard Peyton, Deid. The unknown heirs of Daniel Duvall, Deid. The unknown heirs of John M. Burg, Deid. The unknown heirs of Morgan Savage Deid. The unknown heirs of Chauncy Cook, Chandler Rogers, or of Ransom Coe, Deid. Defendants.

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

Plaintiff is the owner in fee simple of the following described real estate and is in possession thereof, to wit:

Situate in the County of Union, and State of Ohio, and being a part of lot 3 in a sub-division of Samuel Selden, Virginia Military Survey number two thousand nine hundred and ninety-eight bounded as, Beginning at a stake in the east line of said lot and Survey at a point S. 13²° E. 78 poles from a stake at the north-west corner of Sidnor Crosby's Survey 1573; hence S. 52° W. 107 poles to a stake in the center of a county road; hence S. 9° E. 78 poles along the center of said road to the north west corner of that part of the Thomas W. Long estate conveyed to Stephen Long; hence N. 52° E. along the north line of said Stephen Long's land to the west line of the Sidnor Crosby's Survey 1573; hence N. 13° 2' W. along said Crosby line to the place of beginning containing 51 acres of land.

Being that part of the Thomas W. Long estate as surveyed by F. J. Sager as per plat recorded in Survey Records Volume 3, Page 319 conveyed to George Long indicated on said plat as the 51 acre tract lying in said Survey 2998.

Plaintiff says that said Survey N^o. 2998, 1586 acres was patented by the President of the United States to one Samuel Selden.

That said Samuel Selden about the year 1800 died testate seized of the same in fee-simple, that by his last Will ^{and} Testament he devised said premises to one Gill B. Selden. That afterwards said Gill B. Selden at a date to plaintiff unknown departed this life seized of said premises in fee simple that said Survey N^o. 2998 passed to and vested in one Miles Selden in fee-simple and being the only heirs at law.

That about the month of June 1811 said Miles Selden likewise died seized of said premises, testate that in his said last Will ^{and} Testament said Miles Selden directed that his real estate should be sold by his executor. That the executor

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named in his said Will who accepted said trust was one Miles Seldon a son of the testator.

That the latter Miles Seldon still being the duly nominated, appointed, qualified and acting Executor of said Will likewise died testate naming William Seldon his Executor who was likewise his heir-at-law that said William Seldon being therefore Executor of the last Will and Testament of said Miles Seldon the younger became the acting Executor of the last Will of said Miles Seldon first above named.

Plaintiff says that no record of the above transaction excepting of the Will of said first named Miles Seldon appears in Union County Ohio. Plaintiff further says that said William Seldon being so as above set forth, authorized in the premises by his deed of April 21st, 1828 recorded in Deed Records of this County, Volume 2, Page 253 conveyed said Survey to one Barnard Peyton now deceased whose heirs at law are to plaintiff unknown and are made defendants here.

That said Barnard Peyton being so seized of said premises in fee simple by his certain writing dated January 2^d, 1833 recorded in Deed Records of said County Volume 4, Page 348 in good faith executed and delivered intended to authorize one Wray Thomas late of Columbus, Ohio, as his attorney in fact to sell and convey the same but that said writing appears not by said constituent to have been formally acknowledged before an officer authorized to take the acknowledgment of deeds, but plaintiff avers said writing was acted upon in good faith by said Wray Thomas and that the consideration named in the deed by him executed hereinafter set forth was fully paid to said Wray Thomas as his said attorney and by him fully accounted for and paid over to said Barnard Peyton as such purchase money in payment for the premises by such deed conveyance passed. Plaintiff further says that said Wray Thomas so in good faith acting as the attorney in fact for said Barnard Peyton did execute and deliver to one Daniel Duvall his certain deed dated February 14th, 1837 recorded in Deed Records of said County Volume 6, Page 81 intending to convey to said Daniel Duvall lot 3 in said Survey containing 120 acres of which said 51 acres is a part bounded thus:

Beginning at a sugar, ash and maple in the south line of the original Survey: thence N. 10°-15'-W. 105 poles to an elm and pine oak corner to lot 4 sold to Wells: thence with said Wells line N. 79°-45'-E. 178 poles to a hickory and white ash corner to said lot 4 in the east line of original Survey as platted by D. Phelps; thence with said east line S. 15°-45'-E. 105 poles to two sugars and an ash S. E. corner of the original survey; thence with the south line of said Survey S. 79°-45'-W. 188 poles to the beginning, but that by the error of the scrivener who drew said deed the second course in the description of said premises was made to read N. 79°-45'-W. instead of N. 79°-45'-E., as the same should have been written, and that the 4th course was made to read S. 79°-45'-E. instead of S. 79°-45'-W. as the same should have been written.

Plaintiff further says that said Daniel Duvall having so

purchased and paid for said lot 3 in said survey containing 120 acres and being seized of the equitable estate therein in fee simple did for a valuable consideration, to wit: for the sum of one hundred dollars, execute and deliver to one John M. Blurg then in full life his certain deed dated March 28th, 1837 recorded in deed records of said County Volume 6, Page 24 intending to convey to said John M. Blurg 50 acres off the east part of said lot a part of which said 50 acre tract is included within the bounds of the premises of the plaintiff herein first described that said 50 acre tract is bounded thus:

Beginning at the S. E. corner of the original Survey at two sugars, and an ash: thence N. 15° 45' - N. 105 poles to a hickory and white ash in the east line of said Survey: thence S. 79° 45' - N. 76½ poles to a stake: thence S. 15° 45' - E. 105 poles to a stake: thence N. 79° 45' - E. 76½ poles to the place of beginning, but that the error of the scrivener who drew said deed the second course in the description of said premises was made to read N. 9° 45' - S. instead of S. 79° 45' - N. as the same should have been written, and that the fourth course was made to read E. 79° 45' - N. instead of N. 79° 45' - E. as the same should have been written. Plaintiff says that said John M. Blurg believing himself to be the owner of said premises and being so seized of the equitable estate in fee simple by his deed dated November 17th, 1837 recorded in Deed Records of said County Volume 7, Page 168 for a valuable consideration executed and delivered, to wit: for the sum of \$325⁰⁰ intended to convey the same to one Morgan Savage then in full life, but that the scrivener who drew said deed negligently and without the intent of said John M. Blurg erroneously described the premises in the same manner as the same were described in the said deed of Daniel Duwall to said John M. Blurg. Likewise said Morgan Savage being so seized of the equitable title in said premises in fee simple by his deed duly executed for a valuable consideration dated November 27th, 1837 recorded in Deed Records of said County, Volume 7, Page 169 intended to convey the same to the defendant John S. Smart, but that the scrivener who drew said deed like will in the same manner erroneously described the same.

Said Daniel Duwall likewise being seized of the equitable estate in all of lot 3 excepting 50 acres off the east side so intended to be conveyed to John M. Blurg as above set forth, to wit: being seized 70 acres off the west side of said lot and intending to convey the same for a valuable consideration paid by John Dick, to wit: for the sum of \$540⁰⁰ executed his certain deed dated April 12th, 1838 recorded in Deed Records of said County Volume 6, Page 440, but the scrivener who drew said deed intending to describe said 70 acres as being all of said lot 3 excepting said 50 acre tract so sold off the east side thereof to said John M. Blurg erroneously described said lot in manner as the same was erroneously described in the said Deed of Wray Thomas, attorney in fact for Barnard Peyton to said Daniel Duwall as above set forth.

Plaintiff says said John S. Smart defendant being so as above set forth seized of the equitable estate in said 50 acres off

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the east side of said lot 3 for a valuable consideration executed and delivered to Thomas W. Long the father of this plaintiff his certain deed dated October -- 1853 recorded in Deed Records of said County Volume 17, Page 47 intending thereby to convey to said Thomas W. Long said 50 acres tract and 23 1/2 acres lying next west thereof being the 23 1/2 acres off the east side of said 70 acre tract, but that the scrivener who drew said deed likewise without the intent of said John S. Smart erroneously described said 50 acre tract in manner as the same was erroneously described in the deed above recited from said Daniel Duwall to said John M. Blurg.

The said Samuel Selden, Gill A. Selden, Miles Selden, Barnard Peyton, Daniel Duwall, John M. Blurg and Morgan Savage have long since departed this life. Their heirs are to plaintiff unknown. Plaintiff says said unknown heirs and John S. Smart by reason of the facts above recited claim some estate or interest in said premises of the plaintiff adverse to plaintiffs rights and that the same constitute a cloud on plaintiffs title; that the defendants the unknown heirs of Chauncy Cook, Chandler Rogers and Ransom Lee claim an interest in 23 1/2 acres of said lands by reason of a certain mortgage executed February 22^d, 1839 by said John Dick to said Chauncy Cook and Chandler Rogers recorded in Deed Records of said County Volume 7, Page 135, but plaintiff avers said mortgage has been fully paid and should be discharged off record.

Wherefore plaintiff prays that said defendant named may be made defendants to this petition and that on the final course the said claims of defendants may be adjudged to be null and void, and that the said deeds above recited may be ordered to be corrected and reformed in accordance with the facts above recited and that said mortgage may be directed to be cancelled of record and for such further relief as may be proper.

W. B. Albright,

Attorney for Plaintiff.

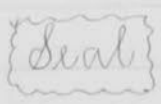
The State of Ohio,
Delaware County ss:

George Long being first duly sworn says he is the plaintiff named in the above and foregoing petition and that the facts stated and allegations made therein are true as he verily believes.

George Long.

Sworn and subscribed before me this 24th day of November 1890.
Notary Fees, paid \$.40.

Edward S. Mendenhall,
Notary Public.



Procipe To the Clerk:-

6111 Issue Summons on within for John S. Smart direct to Sheriff of Union County, Ohio, returnable according to law. Indorse: Action to quiet title and reform Deeds and for equitable relief.
W. B. Albright, Atty. for Plt.

Afterward, on the 25th day of November, 1890, a Summons was issued by the Clerk of said Court, indorsed to wit:
The State of Ohio, Union County? To the Sheriff of said County:

Summons

6111

You are hereby commanded to notify John S. Smart that he and others have been sued by George Long in the Court of Common Pleas of Union County, and must answer by the 27th 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 8th day of December, A. D. 1890.

Witness my hand and the seal of said Court, this 28th day of November, A. D. 1890. R. M. Leroy, Clerk

Seal

By W. M. Winget, Deputy.

Indorsed: "Action to quiet title $\frac{3}{4}$ reform Deeds."

notice to Smart.

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Entry

John S.

6111

appearing the defendant and the plaintiff upon the

Sheriff's Return

6111

And on the 2nd 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:

Ser. & Return	\$ 30
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Copy	20
Total	\$ 82

The State of Ohio | Sheriff's Return.

Union County

Received this writ November 28th, A. D. 1890, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named John S. Smart, defendant, on the 29th day of November, 1890.

Thomas Martin, Sheriff.

defendants Samuel Duvall and Ransom Boe newspaper therein provided

Affidavit for Publication

6111

Afterward, on the 28th day of November, 1890, an Affidavit was filed with the Clerk of Court, to wit:

George Long, Plaintiff vs. John S. Smart et al. Defendants

In the Court of Common Pleas Union County, Ohio.

Proof of Publication

was filed

The State of Ohio, Delaware County ss.

George Long being first duly sworn according to law says this action is one, the subject of which is real property in this State wherein the relief demanded consists wholly in excluding the defendants from any interest therein and that the defendants excepting the defendant John S. Smart are the heirs and devisees of deceased persons being the heirs and devisees of Samuel Selden, Miles Selden, Daniel Duvall, Morgan Savage, Chandler Rogers, Gill A. Selden, Barnard Peyton, John M. Leburg, Chauncey Cook Ransom Boe, deceased, respectively and that their names and respective places of residence are to plaintiff unknown.

George Long.

Sworn to and subscribed before me this 27th day of November A. D. 1890. Edward S. Munderhall,

Seal

Notary Public.

Motion

6111

Afterward, on the 28th day of November, 1890, a Motion was filed with the Clerk of Court, which is as follows, to wit: George Long, Plaintiff vs. John S. Smart et al. Defendants

Motion for Order to publish.

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Plaintiff moves the Court for an order to serve by publication of notice the defendants to the petition herein excepting the defendant John S. Smart.
N. B. Albright, Attorney for Plaintiff.

Afterward, on the 25th day of November, 1890, the following entry was made on the Journal by the Clerk of Court, which reads as follows:
George Long, Plaintiff.

Entry

vs.

Journal 15, Page 431.

John S. Smart et al. Defendants

On motion of the said plaintiff by his attorney and it appearing from the affidavit on file herein that the defendants excepting the defendant John S. Smart are the heirs and devisees of deceased persons and that their names and respective places of residence are to plaintiff unknown and that service of summons process cannot be made upon them within the State of Ohio.

It is ordered that service be made upon them, to wit, upon the defendants the unknown heirs of the following respective persons, to wit: Samuel Selden, Gill A. Selden, Miles Selden, Barnard Peyton, Daniel Duwall, John M^cClurg, Morgan Savage, Chauncy Cook, Chandler Rogers and Ransom Coe, by publication of notice for six consecutive weeks in a newspaper of general circulation within this County and published therein in manner as prescribed by Statute in such case made and provided.

Proof of Publication

Afterward, on the 5th day of January, 1891, Proof of Publication was filed with the Clerk of said Court, to wit:

Legal Notice

The unknown heirs of Samuel Selden, deceased, the unknown heirs of Gill A. Selden, deceased, the unknown heirs of Miles Selden, deceased, the unknown heirs of Barnard Peyton, deceased, the unknown heirs of Daniel Duwall, deceased, the unknown heirs of John M^cClurg, deceased, the unknown heirs of Morgan Savage, deceased, the unknown heirs of Chauncy Cook, deceased, the unknown heirs of Chandler Rogers, deceased, and the unknown heirs of Ransom Coe, deceased, all of whose names or respective places of residence are unknown will take notice that on the 25th day of November A. D. 1890, George Long filed in the Court of Common Pleas, of Union County, Ohio, his petition alleging that he is the owner in fee simple or is in possession of certain real estate therein fully described, being 51 acres of land in the north-east part of lot N^o 3 in a sub-division of Samuel Selden Virginia Military Survey N^o 2998 in Union County, Ohio. Alleging also that said defendants and others not herein named claim an interest or estate therein adverse to plaintiff's right, and that certain clerical errors appear in the following deeds, to wit:

Barnard Peyton and wife to Daniel Duwall, recorded in Deed book of said County, Volume 6, Page 81.

Daniel Duwall and wife to John M^cClurg, Volume 6, Page 24.

John M^cClurg to Morgan Savage, Volume 7, Page 168.

Morgan Savage to John S. Smart, Volume 7, Page 169.

Daniel Duvall and wife to John Deek, Volume 6, Page 440.

In that in the description of the premises intended to be conveyed, certain of the courses are erroneously defined, and praying that said deeds may be reformed and that each or all the claims of the defendants in or to said premises may be adjudged to be null and void and that plaintiff's title may be quieted against the same and for further equitable relief.

The above named defendants are required to answer or demur to said petition on or before the 24th day of January, A. D. 1891, or said petition will be taken to be true and judgment had accordingly.

Printers Fee - \$22.²⁵
The State of Ohio,
Union County, ss }

George Long
By W. B. Albright, his 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 with December 4, 1890.

A. J. Ware,

Sworn to and subscribed before me this 7th day of January 1891

{Seal}

W. W. Merchant, Notary Public.

Afterward, on the 13th day of June, 1891, and Entry was made on the Journal by the clerk of said Court, which reads as follows:
George Long, Plaintiff,

Entry

Journal 15, Page 544.

vs. John S. Smart et al. Defendants.

611

This day came plaintiff by his attorney and having heretofore filed herein proof of service by publication on the defendants herein not served with summons and this cause coming on to be heard was submitted to the Court upon the petition of plaintiff the proof and exhibits. In consideration the Court doth find that the defendants John S. Smart hath been duly served with summons herein and that each and all the other defendants have been duly served with notice hereof by publication of notice as directed by the Court and provided by law and that said defendants are each and all in default for answer or demurrer to the petition of the plaintiff and that they have thereby confessed the allegations thereof to be true.

And the Court doth further find that at the time of bringing this action the said plaintiff was in possession of the real estate in the petition described and that he had the equitable estate therein and that he was entitled to the possession thereof and the legal estate therein, that the facts alleged in the petition are true. That neither the defendants nor any one of them have or ought to have any right, title, interest or estate, claim or demand in or upon the premises on the petition described nor are entitled to the possession of the same or any part thereof.

That the Deeds referred to in the petition were severally by mistake and inadvertence made to read as in the petition set forth, that the same were intended by the parties to read as in

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the petition is fully set forth.

That the mortgage in the petition referred to has been fully paid and should be discharged of record.

It is therefore adjudged and decreed by the Court that the following described deeds referred to in the petition be and the same are hereby corrected and reformed in the following manner and to the following intent to-wit:

- 1st That the Deed of Barnard Peyton and wife to Daniel Duvall recorded in Deed Book Volume 6, Page 51 be reformed so that the second course in the description of the premises conveyed shall read N. 79°-45'-E. and the fourth course S. 79°-45'-W.
- 2^d That the Deed of Daniel Duvall to John M^o Blurg recorded in Deed Book 6, Page 24 be reformed so that the second course in the description of the premises conveyed shall read S. 79°-45'-W. and the fourth course N. 79°-45'-E.
- 3^d That the Deed of John M^o Blurg to Morgan Savage recorded in Deed Book 7, Page 168 be reformed so that the second course in the description of the premises conveyed shall read N. 79°-45'-E. and the fourth course S. 79°-45'-W.
- 4th That the Deed of said Morgan Savage to the defendant John S. Smart recorded in Deed Book 7, Page 169 be reformed so that the second course in the description of the premises conveyed shall read N. 79°-45'-E. and the fourth course S. 79°-45'-W.
- 5th That the Deed of said Daniel Duvall to John Deek recorded in Deed Book 6, Page 440 be reformed so that in the description of the whole tract of which a part was intended to be conveyed the second course shall read N. 79°-45'-E. and the fourth course S. 79°-45'-W.
- 6th That the Deed of the defendant John S. Smart to Thomas W. Long recorded in Deed Book 17, Page 47 be reformed so that the second course in the description of the premises conveyed shall be made to read S. 79°-45'-W. and the fourth course N. 79°-45'-E.

And that this decree have the force and effect of such reformations and corrections of said Deeds as fully and as completely as though the same had been first written as above herein directed to be reformed. And the Clerk is directed to have so much of this decree as will show the reformations directed put on record in the office of the recorder in this County.

And the Court further orders that the mortgage in the petition referred to, recorded in Deed Book Volume 7, Page 135 be discharged of record, and the Clerk is directed to cause satisfaction thereof to be entered on the record thereof in the office of the Recorder of Deeds of this County.

And the Court finding that the plaintiff is entitled to have his title quieted as against the claims of each and of all the defendants herein doth further decree that the title and the possession of the said George Long to all and singular the premises in the petition described, to-wit:


Situate in the County of Union and State of Ohio and being a part of lot 3 in a sub-division of Samuel Seldou's Virginia Military

Survey number two thousand nine hundred and ninety eight (2998) bounded thus:

Beginning at a stake in the east line of said lot and Survey at a point S. 33° E. 78 poles from a stake at the north-west corner of Sidnor Crosby's Survey 1573; thence S 82° N. 107 poles to a stake in the center of a County road; thence S. 9° E. 78 poles along the center of said road to the north-west corner of that part of the Thomas W. Doug estate conveyed to Stephen Doug; thence N. 82° E. along the north line of said Stephen Doug's land to the west line of the Sidnor Crosby's Survey 1573; thence N. 13 1/2° N. along said Crosby's line to the place of beginning containing fifty one acres of land.

He and the same are hereby quieted against the unknown heirs of Samuel Seldon, deceased, the unknown heirs of Gill B. Seldon, deceased, the unknown heirs of Miles Seldon, deceased, the unknown heirs of Barnard Peyton, deceased, the unknown heirs of Daniel Duvall, deceased, the unknown heirs of John W. Burg, deceased, the unknown heirs of Morgan Savage, deceased, and John S. Smart as well as against all persons claiming under them or any of them and they are each and every of them hereby forever enjoined from setting up any claims to said premises or any part thereof adverse to the title and possession of the said George Doug his heirs or assigns thereto.

And it is further ordered that the plaintiff pay the costs of this proceeding taxed at \$--- and that in default thereof execution issue therefor as upon judgments at law.

Attest

 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 25th 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 1st day of September, 1890, Caroline V. Wells filed in the Clerk's office of the said Court of Common Pleas the following Petition against Joseph T. Wells, to-wit:

Petition

6055

Caroline V. Wells, Plaintiff
 vs.
 Joseph T. Wells, Defendant

The plaintiff Caroline V. Wells, says: That she has been a resident of the State of Ohio for more than the year last past ^{3/4} she is now a bona-fide resident of the said County of Union. That on or about the 15th day of October 1871 she was married

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to the defendant Joseph T. Wells.

That there has been born to plaintiff as the result of said marriage the following children, viz: Clara S. Wells, aged 14 years, Everett T. Wells, aged 12 years, Guy Wells, aged 9 years.

The plaintiff has always since said marriage conducted herself as a true and faithful wife. Notwithstanding his marital duties the defendant has been guilty of gross neglect of duty toward the plaintiff. The plaintiff for several months past

has been in feeble health, and the defendant has treated her with scorn and contempt, and has repeatedly told her he cared nothing for her and that he was going to leave her, and has disdained the entreaties of plaintiff when she begged him not to leave her and his children, and has been cold and cruel in his language and conduct in plaintiff's presence.

For more than two weeks past the defendant has been arranging his affairs to leave the neighborhood and will not listen to any entreaties from plaintiff or her friends.

The defendant has abandoned the plaintiff and refuses to recognize her as his wife. The defendant has separated from plaintiff by reason of his own misconduct. Several days ago the defendant went away saying he was arranging his business to leave the neighborhood and he has not been back since nor heard of by the plaintiff. Said children are with the plaintiff and cared for by her, they also having been abandoned by the defendant.

The said defendant is the owner of the real property, to wit: One house and lot situate on West Main Street in Plain City, and being the house and lot immediately west of premises owned and occupied by Samuel Willis and being the homestead of plaintiff.

Said defendant is also the owner of the following personal property, viz: A building standing on lands leased of B. H. Marshall and situate on North Chillicothe Street next to a restaurant property owned by Marshall, also the owner of a lease of the land upon which building stands said lease has three years to run yet.

Defendant is also the owner of a full stock of Undertaker's supplies situate in and about said building; also the owner of one hearse, one Undertaker's wagon, one top buggy, one single open buggy, one cab, one cow, two sets of double harness, two sets of single harness, one team of black horses, one team of bay horses, a lot of corn and hay in the barn at said residence in Plain City, Ohio.

The defendant is the owner of an account on Isaac Casey of \$80⁰⁰ and an account on Howard Schooby of \$16⁰⁰.

Since the defendant has gone away certain of his creditors are threatening to levy attachment on his property and will probably do so in a short time. The defendant has been trying

to sell and is still threatening to sell and dispose of the above described property so as to defeat plaintiff from obtaining alimony therein. Said house and lot is encumbered to the amount of \$ about \$600, and the Undertaking outfit is somewhat encumbered

by chattel mortgage but the amount is to plaintiff unknown.

The plaintiff has no property or means of her own and her children are of such tender years as not to be able to assist her in earning a living.

The plaintiff is also in feeble health and unable to do much work.

Besides the above described property the defendant has a large amount of accounts and money but the exact amount is to plaintiff unknown.

The plaintiff has not the means to give bond for injunction, but she says that if an injunction is not granted the defendant will dispose of said property and defeat her claim for alimony.

Wherefore the plaintiff asks that alimony for her sustenance and expenses during the pendency of this suit, and an allowance for the support of said minor children be granted her. And that on final hearing she may be divorced and decreed reasonable alimony out of the property above described and that all of said property may be decreed to her as alimony, and that she may have the custody of said children and that the defendant Joseph T. Wells may be enjoined from encumbering or disposing of any of said property in the mean time, and that said Isaac Casey and Howard Schoby may be ordered to pay plaintiff the amount of their indebtedness to plaintiff and for all such other and further relief as may be just.

J. L. Cameron,

Attorney for Plaintiff.

The State of Ohio,
Union County ss.

Caroline V. Wells, plaintiff being first duly sworn says the facts stated and the allegations made in her foregoing petition are true.

Caroline V. Wells.

Sworn to before me and signed in my presence this 1st day of September, 1890.

[Seal] R. M. Brony, Clerk of Court.

Order of Injunction

Caroline V. Wells, Plaintiff

vs.

Joseph T. Wells, Defendant

Before the Probate Judge,
Union County, Ohio. September Term 1890.
Motion for temporary injunction in the
Common Pleas Court, Union County, Ohio.

And now, on this 1st day of September, 1890, came the plaintiff by Jesse L. Cameron, attorney; and it being made to appear that that said action is pending in the Common Pleas Court of said County, and that 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 Caroline V. Wells and the affidavit therein filed, and after hearing the argument of counsel and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant from encumbering, selling or in any manner disposing of any of the real estate in the petition in said cause described or selling, encumbering, transferring or disposing of any of the personal property in said petition described as prayed for in said petition of plaintiff.

It is further ordered that the clerk of the

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Common Pleas Court issue Summons in this case endorsed injunction allowed. No Bond required by Statute.

L. Pifer, Probate Judge.

Afterward, on the 1st day of September, 1890, a Summons was issued by the Clerk of Court, indorsed as follows:

Summons

The State of Ohio,
Union County, ss.

To the Sheriff of Union County

6055-

You are commanded to notify Joseph T. Wells that Caroline v. Wells has filed in the office of the Clerk of the 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 &c and asking that she be divorced from him, and that alimony be decreed 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 15th day of September, A. D. 1890.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 1st day of September, A. D. 1890.

Seal R. M. Brony, Clerk.

Indorsed: "Action for Divorce." Injunction allowed."

Sheriff's Return

And on the 1st day of September, 1890, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows, to wit:

6055-

Received 7 o'clock A. M. on the 1st day of September, A. D. 1890 and on the 1st day of September A. D. 1890, I served the same by leaving a true copy thereof with the indorsements thereon together with a certified copy of the petition at the usual place of residence of the within named Joseph T. Wells, defendant
Thomas Martin, Sheriff.

Service	\$	60
Copies		40
Mileage		4 00
Total	\$	5 00

Entry

Afterward on the 13th day of June, 1891, an Entry was made on the Journal by the Clerk of Court, which reads as follows:

6055-

Caroline v. Wells, Plaintiff

vs.

Joseph T. Wells, Defendant

Journal 15. Page 5 + 7.

This day came the parties by their attorneys, and in person being before the Court, the said defendant waived all questions of time and entered his appearance to the supplemental petition.

Thereupon this cause came on for hearing upon the pleadings and the evidence.

On consideration whereof the Court being fully advised in the premises, finds that the plaintiff has been a resident of the State of Ohio, for more than the year last past, and that she is now, and was at the time of filing her said petition a resident of said County of Union.

The Court further finds that the said defendant has been guilty of extreme cruelty and gross neglect of duty as charged in said original petition and that the plaintiff by reason

thereof is entitled to alimony as prayed for in her petition.

It is ordered adjudged and decreed by the Court that the plaintiff have as her reasonable alimony the house and lot in Plain City, Ohio, where they live, being the same described in the petition, and more fully described as follows:

Situate in the County of Union and State of Ohio: beginning at a stone in the ditch south of the road and south-west corner of Margaret Flahadas lot; thence N. 81 1/2 - E. 12 poles and seven links with the center of the ally to a stone in the center of the ally on the north; thence 71 1/2 - N. 7 poles to a stone in the center of the ally; thence S. 18 1/2 - N. 12 poles and 7 links to a stone in the ditch south of Post Road; thence S. 71 1/2 - E. 9 poles to the beginning containing 110 poles same land deeded to Joseph T. Wells by J. W. Gray and wife by deed recorded in Book 49, Page 361 Union County Records.

Also that the plaintiff have as alimony the notes in the hands of Mr. S. C. McKittrick amounting in principal to \$525⁰⁰, and also the interest thereon, and that the same be turned over to plaintiff. It is further adjudged that plaintiff have as her alimony the building known as the Office, and which stands on leased grounds in Plain City, Ohio, and which has been used for an Undertakers Office.

And it is ordered that defendant be barred of any inchoate right of dower in the said house and lot and that the plaintiff have the same discharged from any right of dower inchoate or otherwise that the defendant ever had.

It is ordered that the plaintiff pay the costs of this proceeding, and plaintiff has leave to withdraw her supplemental petition from the files.

Attest
A. 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 B. Price, Judge of said Court, of the term of May, to-wit, on the 25th 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 14th day of February, 1891, John Markey filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Winget Barriman et al to-wit;

Petition 6152	The State of Ohio, Union County, ss	In the Court of Common Pleas.
	John Markey, Plaintiff	
	vs.	
	Winget Barriman 2d Martha Jane Barriman, his wife, and others.	Defendants

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The plaintiff John Markey complains of the defendant Winget Harriman and for a first cause of action says:
First Cause of Action: That the defendant Winget Harriman is indebted to him in the sum of eleven hundred (\$1100.⁰⁰) dollars which he claims with interest thereon from the 25th day of December A. D. 1887 at the rate of 8 per cent. payable annually until paid and 8 per cent. after maturity upon principal and upon due and unpaid interest on a promissory note of which the following is a true copy with all credits and indorsements.

" \$1100.⁰⁰. On or before December 25th, 1886, for value received we jointly and severally promise to pay A. H. Kling, or order, at Marion Ohio Eleven hundred (\$1100.⁰⁰) dollars with interest at 8 per cent. per annum from date, payable annually until paid and 8 per cent. after maturity upon principal and upon due and unpaid interest.

And we hereby authorize and empower any Attorney-at-Law of any Court of Records at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the payee, legal holder, indorsee, or assignee hereof, and release all errors which may accrue in the rendition of such judgment.

And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, at and after the date of such judgment; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands this 24th day of May 1886.

Winget Harriman.

On the back of said note appear the following indorsements:
 " November 23rd, 1887, Paid interest to December 25th, 1887.

" Pay John Markey or order without recourse. A. H. Kling.

Second Cause of Action: For a second cause of action this plaintiff avers and adopts all the allegations of fact set forth and contained in his first cause of action herein, and makes the same a part of this his second cause of action, and further avers that for the purpose of securing the promissory note set out in the first cause of action herein, on or about the 23rd day of June, A. D. 1886 the defendants Winget Harriman and Martha Jane Harriman his wife joining with him, by their deed duly executed and delivered conveyed to one Amos H. Kling the following real estate, situated in the County of Union and State of Ohio. Being part of Survey N^o. 9922, Jackson Township, bounded and described as follows:

Beginning in the center of the Lessex and La Rue gravel road at the north-east corner of a 56 acres set off to Frank Baldwin and now owned by Louisa Mather: thence with the center of said Lessex and La Rue gravel road S 18° E. 64 poles to a stake: thence S 17½° E. 49 poles to an angle in said gravel road: thence with center of said road S 64° E. 17 ²³/₁₀₀ poles witness a stone 40 feet from center of said gravel road: thence N. 80½° E. 46 ²³/₁₀₀ poles to a stone

thence N. $7\frac{1}{2}$ - W. 129 poles to a stone; thence S. $70\frac{1}{2}$ - W. 26 poles to center of Rush Creek; thence up the creek S. 37 - E. $12\frac{1}{2}$ poles; thence S. $80\frac{1}{2}$ - W. $54\frac{1}{2}$ poles to the beginning containing fifty acres of land more or less.

That said deed had a condition therein written wherein it was provided nevertheless, that these presents are upon this condition.

Whereas said Winget Harriman has executed to said A. H. Kling his promissory note dated May 24th, 1856 for the sum of Eleven Hundred dollars, at 8 per cent. interest from date, ^{3/4} due December 25th, 1856.

Now if said Winget Harriman shall punctually pay said sum of money when the same becomes due with the interest, then these presents shall be void.

That said mortgage was on the 17th day of July, A. D. 1856 at 1^{1/2} o'clock P. M. left with the Recorder of Marion County, Ohio, for record and the same was duly recorded in Volume 24, Page 42 Union County Records of mortgages and is the first best lien on the premises therein described.

That on the 25th day of February A. D. 1859, the said Amos H. Kling for a good full ^{and} valuable consideration sold assigned and transferred said mortgage and the notes secured thereby to this plaintiff which said assignment is written on the back of said mortgage and is in the words and figures following, to wit:

"Having sold the within described note to John Markey, for value received I assign and transfer to said Markey this mortgage without recourse, this 25th day of February A. D. 1859.

A. H. Kling.

This plaintiff says that he is now the holder and owner of said mortgage that the defendant Winget Harriman has not complained with the terms and conditions thereof, and that he is now entitled to have the same foreclosed and the premises therein described sold for the satisfaction of his claim.

Third Cause of Action: For a third cause of action this plaintiff says: That at the May Term, viz: May 31st, 1857 of the Court of Common Pleas in and for the County of Marion and State of Ohio, one Amos H. Kling recovered a judgment against the defendant Winget Harriman (and one Jonathan Bell who was his surety and is now insolvent and was at the time of taking said judgment) for the sum of \$666.⁰⁰ debt and \$5⁰⁰ costs of which suit on which said judgment costs of increase have accrued in said action in the sum of \$7.¹³ and that said judgment bears interest at the rate of eight per cent. from the 31st day of May, 1858.

This plaintiff avers that said judgment not being paid, and wholly unsatisfied the said Amos H. Kling on the 31st day of May 1858 ordered an execution to issue out of said Court on said judgment to the Sheriff of Union County, Ohio, commanding him to cause the same to be levied of the goods and chattels in his bailiwick of the defendant Winget Harriman for the satisfaction of said judgment, interest and costs and for want of goods and chattels he cause the same to be levied of the lands and tenements in his bailiwick of the said Winget Harriman.

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That said execution was thereupon by the Sheriff of said Union County, Ohio, levied on the premises of the defendant Winget Harriman being the same premises described in the second cause of action herein there being no goods or chattels owned by said Winget Harriman out of which said money could be made, said levy was by said Sheriff made upon said premises on the 1st day of June, 1888 and the same is a lien on said premises from said date.

Plaintiff further avers that on the 10th day of November, A. D. 1888, for a full, complete and valuable consideration to him paid the said Amos H. Siling in whose favor said judgment was taken and who was the owner thereof, sold, assigned and transferred the same to this plaintiff, who is now the owner thereof which said assignment is in the words and figures following, to wit:

"November 10", 1888, For value received of John Markey I hereby assign, sell and transfer to him all my interest in the above judgment without recourse on me. Amos H. Siling

This plaintiff says he is now and ever has been since said 10th day of November, 1888, the owner of said judgment, that the same remains in full force and wholly unsatisfied, and that there is now due him thereon from the defendant Winget Harriman the sum of \$678⁷⁷ with interest on \$66⁶⁴ at the rate of eight per cent. from the 31st day of May, 1888, and that said judgment became a lien on the premises described in the second cause of action from the said 1st day of June 1888.

Fourth Cause of Action: For a fourth cause of action this plaintiff says that at the May Term, viz: June 23rd, 1888 of the Court of Common Pleas in and for the County of Marion and State of Ohio, one U. H. Vance recovered a judgment against the defendant Winget Harriman for the sum of \$376⁴⁵ debt and \$5²⁶ costs of suit on which judgment costs of increase have accrued in the sum of \$25⁸³ and that said judgment bears interest at the rate of 8 per cent. from the 23rd day of June 1888.

This plaintiff says that said judgment not being paid and wholly unsatisfied the said U. H. Vance on the 23rd day of June 1888 ordered an execution to issue out of said Court on said judgment to the Sheriff of the County of Union and State of Ohio, commanding him to cause the same to be levied of the goods and chattels in his bailiwick of the defendant Winget Harriman for the satisfaction of said judgment, interest and costs, and for want of goods and chattels, that he cause the same to be levied of the lands and tenements in his bailiwick of the said Winget Harriman.

That on the 24th day of August, A. D. 1888 said writ of execution was by the Sheriff of Union County, Ohio, returned to the Clerk of the Court out of which the same was issued, wherein the Sheriff of said County by his return set forth that said defendant Winget Harriman had no goods or chattels out of which he could make said judgment interest and costs, and by virtue of its commands he did on the 25th day of June, 1888 levy on the lands and tenements of the defendant Winget Harriman being the lands described

in the second cause of action herein.

That said Sheriff's return shows a further indorsement made by said Sheriff which is as follows:

"Received on this writ August 15, 1858, \$300⁰⁰. Retained my fees of \$9²⁵. Sent Clerk of Marion County by check \$290²⁵. Returned this 23rd day of August 1858, for want of time.

M. H. Sheriff, by F. J. Wall, Deputy.

That no further sums being paid on said judgment said U. H. Vance on the 29th day of August, 1858, caused another execution to issue on said judgment to the Sheriff of the County of Union and State of Ohio and another levy made on said premises.

That on the 16th day of November, 1858, still another execution was issued on said judgment to the Sheriff of the County of Union and State of Ohio which was by said Sheriff on the 3rd day of January 1859 returned to the Clerk of the Court out of which the same had issued, without any further proceedings for want of time.

That on the 7th day of January, 1859, a fourth execution issued on said judgment to the Sheriff of Union County Ohio, which said execution was by said Sheriff on the 16th day of March 1859 returned to said Clerk of the Court from which the same had issued without any proceedings being had thereunder for want of time and for the further reason that said defendant Winger H. Arriman having no other property than that which had been levied on, on a former writ in this same action.

This plaintiff further says that on the 1st day of June 1859 for a full, complete and valuable consideration to him paid the said U. H. Vance in whose favor said judgment was taken, and who was the owner thereof, sold, assigned and transferred the same to this plaintiff who is now the owner thereof which said assignment is in the words and figures, following, to wit:

"June 1st, 1859. Received of John Markley the full amount due me on the above judgment and the same in consideration thereof is hereby assigned to him without recourse on me. U. H. Vance"

This plaintiff says that he is the owner of the balance of said judgment remaining unpaid, and that there is now due him thereon from the defendant Winger H. Arriman the sum of \$120⁵⁰ with interest at the rate of eight per cent. from the 26th day of August A. D. 1859.

The plaintiff further avers that the defendants Timothy Fahey, Arthur C. Copeland, George B. Hamilton, Reeves & Co. C. H. Allen, Amy Soule, M^{rs}. Cornick & Co., D. C. Courad, Mansfield Buggy Co., John Day Guardian of Walter Shaffer, Bank of Richwood, Elizabeth B. Dickinson and William H. Doyus & U. H. Vance claim some interest in and to said premises antagonistic to the interest of this plaintiff

Wherefore this plaintiff prays that all of said defendants be required to set forth what interest if any they may have in & to said premises, and that upon the hearing of this cause the same if any they may have be decreed subsequent to that of this plaintiff. That an account be by the Court taken of the amounts due this plaintiff on his four several causes of action

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set out in his petition, and that the same be ordered paid by a day to be fixed by this Court together with interest and his costs, and that in default of such payment said premises be ordered sold and the proceeds therefrom applied to the satisfaction of the amounts so by the Court found due him with interest and costs, and for any balance remaining unpaid and still due him after said proceeds have been exhausted that he have judgment therefor against the defendant Winger Harriman and for all proper relief.

Robinson and Woodburn and

M^r. Neal and Wolford, Attys. for Plff.

The State of Ohio,
Marion County ss.

J. A. Wolford being sworn says he is one of the attorneys of plaintiff, that the plaintiff is a non resident of Union County, Ohio and is now absent therefrom, and that the allegations set forth and contained in the foregoing petition are as he believes true.

J. A. Wolford

Sworn to before me by J. A. Wolford and by him subscribed in my presence this 13th day of February A. D. 1891.

Marcus B. Chase, Notary Public

Marion County, Ohio

To the Clerk of Court:

Seal

Issue Summons in this case to Winger Harriman Martha J. Harriman, L. C. Courad, William Burgher and Son, George B. Hamilton, William H. Lyon. Indorse: Petition to foreclose mortgage and enforce liens by levy on same land 50 acres and to marshal liens and appoint Receiver and for other equitable relief.

M^r. Neal and Wolford

Robinson and Woodburn, Plffs. Atty.

Summons

Afterward, on the 21st day of February, A. D. 1891, a Summons was issued by the Clerk of said Court, indorsed, to wit:

6152

The State of Ohio,
Union County

To the Sheriff of said County:

You are hereby commanded to notify Winger Harriman Martha Jane Harriman, L. C. Courad, William Burgher and Son, George B. Hamilton and William H. Lyon that they have been sued by John Markey in the Court of Common Pleas of Union County, and must answer by the 21st day of March, 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 2nd day of March, A. D. 1891.

Witness my hand and the seal of said Court, this 21st day of February, A. D. 1891.

Seal.

R. M^r. Leroy, Clerk.

Indorsed: Action to foreclose mortgage and enforce liens by levy on same land 50 acres and to marshal liens and appoint a Receiver and for other equitable relief.

Robinson and Woodburn
M^r. Neal and Wolford Attys.

And on the 26th 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:

Ser. of Return	\$ 30
Ad. Dfts	75
Mileage	4 00
Copy	1 25
Total	\$6 25

The State of Ohio
Union County

Sheriff's Return.

Received this writ February 21st, A. D. 1891 at 10 o'clock
A. M. I served same by delivering a certified copy thereof
with the indorsements thereon to each of the within named
defendants on the 23rd day of February, 1891.

Thomas Martin, Sheriff.

Waiver

Afterward, on the 28th day of February, 1891, the following Waiver
was filed with the Clerk of Court, to wit:

6152

John Markey, Plff.

vs.

Court of Common Pleas.

Minget Harriman et al. Dfts.

We, the undersigned waive the issuing and service of a
Summons upon us in this case and enter our appearance herein.
February 23rd, 1891.

B. D. Talnage, Cashier
Bank of Richmond, Geo. B. Hamilton
Amy Soule per John M. Brodrick Atty.

Motion

Afterward, on the 14th day of February, 1891, the following
Motion was filed with the Clerk of Court, to wit:

6152

John Markey, Plaintiff

vs.

Court of Common Pleas
Union County, Ohio.

Minget Harriman et al. Defendant.

The defendants are notified that the plaintiffs will on Satur-
day the 28th of February, 1891 or as soon thereafter as the motion can
be heard apply for the appointment of a Receiver in this case to take
charge of the land in the petition described on the grounds following, viz:

The said land is not sufficient to pay the said claims of the
plaintiff and not sufficient to pay the liens thereon. M^{rs} Neal & Wolford
Robinson & Woodburn Atty.

Waiver

Afterward, on the 21st day of February, 1891, a waiver was
filed with the Clerk of Court, to wit:

6152

John Markey, Plaintiff

vs.

The State of Ohio,
Union County, Ohio.

Minget Harriman et al. Defendant.

We, the undersigned waive the issuing and service of a Summons
upon us in this action and enter our appearance herein.

Timothy Fahy, By Seofield & Seofield
Arthur C. Copeland, By Geo. D. Copeland Atty.

Cross-
Petition

Afterward on the 11th day of April, 1891, Cross-Petition was
filed with the Clerk of Court as follows:

of
L. C. Courad

John Markey, Plaintiff

vs.

Court of Common Pleas,

6152

Minget Harriman, Martha
Harriman, L. C. Courad
et al. Defendants.

Union County, Ohio.

The defendant L. C. Courad comes and by way of cross-
petition herein says that on the 5th day of November, 1888 by the

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consideration of Watson A. Hall, a Justice of the Peace in and for Jackson Township, Union County, Ohio, a judgment was duly given in favor of said defendant L. C. Courad against said defendant Wingeit Harriman for the sum of \$17⁷⁰ debt and one ²⁰/₁₀₀ costs, a copy of the Transcript of which Judgment is hereto attached marked "A."

Said defendant L. C. Courad further says that on the 16th of November, 1888 he caused an execution to be issued on said judgment which was delivered to Newton Johnson, a Constable of said Jackson Township who on the 15th day of December, 1888, returned said writ endorsed as follows: "Received this writ November 16th, 1888. By virtue of this writ I made search, the within named Wingeit Harriman has no personal property whereof I can collect any part of the amount of this execution. Service ²⁰/₁₀₀ Return; 40; Mileage (4 mi.) 35."

Newton Johnson, Constable.

Plaintiff further says that on the 2nd day of January, 1889 he filed a duly certified transcript of the docket and proceedings of said Watson A. Hall J. P. in said case, the same not having been appealed or stayed dated December 29th, 1888, in the office of the Clerk of the Common Pleas Court of Union County of Ohio, for lien, which case was duly entered upon Execution ²⁰/₁₀₀ Lien Docket N^o. 5470, the same being Execution Lien Docket Volume 2, Page 5480, and the amount of the said judgment stated upon said docket, to wit: \$17⁷⁰ with interest at 8% per annum from November 5th, 1888 and costs 2⁴⁰ and increase costs to the date of such filing 75

The defendant L. C. Courad further says that on the 2nd day of January, 1889 he caused an execution to be issued by the Clerk of this Court to the Sheriff of said County of Union, Ohio, commanding him that of the goods and chattels of Wingeit Harriman he cause to be made the said sum of \$17⁷⁰ damages ²⁰/₁₀₀ of \$3.¹⁵ costs and all accruing costs if so much of the goods and chattels of the said Wingeit Harriman be found in his bailiwick and for want of such goods and chattels he cause the same to be levied on the lands and tenements of the said Wingeit Harriman lying in said County of Union and make due return of said writ in 60 days January 5th, 1889 said Sheriff returned said writ that he had received the same January 2nd, 1889, at 1 o'clock P. M. and pursuant to its command on the same day and date levied on two tracts of land in Survey N^o. 9922 in Jackson Township, Union County, Ohio, one of 264⁵⁷ acres and one of 80 acres, and returned said writ by order of plaintiff as aforesaid increase costs \$5³⁵. The land described in the petition does not comprize any part of the land so levied on. 264⁵⁷ acres of the land so levied on was on the 13th day of March 1890 sold by order of the United States Circuit Court for the Eastern Division Southern District of Ohio in the suit of the Northwestern Mutual Life Insurance Company against Wingeit Harriman et al. and all the proceeds of such sale were exhausted in the payment of liens thereon prior to this defendant and no part of his said judgment was then nor has since been paid. And the said 80 acres so levied on as said Courad is informed and believes and therefore avers was sold and conveyed

at 10 o'clock thereof him named

Sheriff. Waver

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by said Harriman to one Andrew M. Laughlin by deed dated April 19, 1857 filed for record in Union County October 10, 1857 recorded in Volume 60 page 296 said Deed Records before his said transcript was filed.

Wherefore the said defendant L. C. Courad asks judgment thereon against the defendant Wmgt Harriman in the said sum of \$17⁷⁰ with interest at 8% per annum from November 5, 1858 and \$8⁵⁰ costs paid by him with interest from November 5, 1858 in the proceeding aforesaid and accruing costs for the sale of the premises described in the petition; that in the distribution of the proceeds of the sale thereof the liens shall be marshalled, that his said claim shall be paid according to its priority and for all other relief legal and equitable to which he may be entitled.

State of Ohio
Union County ss.

Ole W. Bales, Attorneys for
L. C. Courad, Defendant

L. C. Courad being first duly sworn according to law says the facts stated and allegations contained in his foregoing cross-petition are true as he believes.
L. C. Courad.

Sworn to and subscribed before me this 10th day of April 1891
The State of Ohio. Seal R. M. Leroy, Clerk of Court.

"A."

Union County ss.
L. C. Courad, Plaintiff
vs.
Wmgt Harriman Defendant

In Justice Court for Jackson Township
Before Watson A. Hall, Justice of Peace
N^o 14. Amount claimed \$17⁷⁰.

November 5, 1858 the plaintiff filed his Bill of Particulars which is in substance as follows: Marysville, Ohio, April 28, 1858. \$17⁷⁰. Sixty days after date I promise to pay to the order of L. C. Courad Seventeen dollars. Value received at 8%. Wmgt Harriman.

The defendant Wmgt Harriman appeared to this action, waived process, entered his appearance herein and confessed that he is indebted to the said L. C. Courad in the sum of \$17⁷⁰ and requests that judgment be entered on said confession and for cost.

Thereupon it is on said 5th day of November 1858 considered by me that the said L. C. Courad recover of the said Wmgt Harriman said sum of \$17⁷⁰ and also 1st the costs herein taxed as follows: Notice 25; Filing papers 5¢; Record of words 30; Judgment 40¢; Satisfaction 20¢.
Watson A. Hall J. P.

(Signed) Wmgt Harriman.
November 16, 1858, issued execution and gave to Nate Johnson, Constable, this 16th day of November, 1858. Returnable December 16, 1858.
Watson A. Hall J. P.

Execution returned December 15, 1858 endorsed, as follows: Received this writ November 16, 1858. By virtue of this writ I made search.

The within named Wmgt Harriman has no personal property whereof I can collect any part of the amount of this execution.
Ser. Return 40; Mileage (4 mi) 35.
Newton Johnson, Constable.

J. P. costs in case \$7⁶⁵; Constable cost 75; Transcript, copy 2^d certificate 75
Total \$3¹⁵.
Received payment of plaintiff
Watson A. Hall. J. P.

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The State of Ohio,
Union County, Jackson Township ss

I hereby certify that the above is a full and true copy from my Docket of the proceedings had by and before me at my office in said Township in the above action. Watson R. Hull, J P of aforesaid Tp. December 29th, 1888.

Waiver

Afterward on the 25th day of May, 1891, a Waiver was filed with the Clerk of said Court, to wit:
John Markey
vs
Winget H. Harriman et al
Court of Common Pleas Union County, Ohio

We the undersigned waive the issuing and service of a Summons upon us in this case and enter our appearance herein.

Elizabeth Dickinson per S.S. Gardiner, Attorney.
Mansfield Buggy Co., per S.S. Gardiner, Attorney.
Rever and Company per S.S. Gardiner, Attorney.

M^{rs}. Cornuck H. Harvesting Machine Co. per S.S. Gardiner, Attorney.

Waiver

Afterward, on the 25th day of May, 1891, a Waiver was filed with the Clerk of said Court, to wit:

6152

John Markey
vs
Winget H. Harriman et al
Court of Common Pleas, Union County Ohio.

Now come the undersigned and waive the issuing and service of a Summons upon us and enter our appearance in the above action. E. G. Allen.

Waiver

Afterward, on the 25th day of May, 1891, a Waiver was filed with the Clerk of Court, to wit:

John Markey
vs
Winget H. Harriman
Court of Common Pleas, Union County, Ohio.

We, the undersigned waive the issuing and service of a Summons upon us in this case and enter our appearance herein.

May 9th, 1891. U. H. Vance by
H. H. & R. M. Greer, Attorneys.

Entry

Afterward, on the 25th day of May, 1891, the following Entry was made on the Journal by the Clerk of Court.

6152

John Markey
vs
Winget H. Harriman et al
Journal 15, Page 523.

An motion of the defendant by his attorney leave was given to Winget H. Harriman to file his answer within ten days.

Answer

Afterward, on the 6th day of June, 1891, the following Answer was filed with the Clerk of Court, to wit:

6152

John Markey
vs
Winget H. Harriman et al
Court of Common Pleas
Union County, Ohio.

The said Winget H. Harriman and Martha J. Harriman

now come and for their separate answer to the plaintiffs petition says
 First That the plaintiff ought not to have or maintain his said
 cause of action for the reason that on the 7th day of August 1888,
 the said plaintiff agreed in writing with the defendant Winger
 Harriman as follows:

Marion, Ohio, August 7th, 1888, This day John Markey agrees
 with Winger Harriman to carry the judgments of W. J. Sling and
 the mortgage held by said Sling assigned to him for the period
 of three years from this date upon annually payment of the inter-
 est thereon by said Harriman.

These defendants say that it was expressly agreed
 between said plaintiff and said Winger Harriman, that in
 consideration of certain notes then turned over to said plaintiff
 by said Harriman to be applied upon the interest upon said
 judgments, and mortgage that he the said plaintiff would post-
 pone bringing any action to enforce the collection of said claims
 until after three years from the 7th day of August 1888.

The defendants have performed their part of said con-
 tract and turned in said notes, and the plaintiff at the time
 this action was commenced had nothing due him. The de-
 fendants deny that any thing was due upon said judgments
 or said mortgage until the 7th day of August, 1891.

For a second defense and by way of cross-petition the de-
 fendants Martha J. Harriman says: That on the 1st day of July 1888
 she is a married woman and the wife of said Winger and that she
 is living with him, and that she is a resident of Ohio, and that she
 was not a party to the said judgments, and that as against them
 she has an inchoate right of dower and homestead rights, and
 she asks that if said lands are sold that her said dower and
 homestead rights may be protected, and saved for her out of the
 purchase money.

For a third defense and by way of cross petition the said
 Martha J. Harriman says: That on the 1st day of July, 1888 the
 defendants made and delivered to W. H. Lyon a mortgage on said
 lands to secure the sum of two thousand dollars due in two
 years with interest from date of said mortgage. After said
 mortgage was given the said Martha J. Harriman paid the
 full consideration for the same, and it was assigned to her
 and she now owns and holds the same. Said mortgage
 was left for record with the Recorder of Union County for record
 on the 28th day of July 1888 and was recorded in Book 27, Page 153.

The said Martha J. Harriman says that her said
 mortgage is the first and best lien on said premises. The
 plaintiff having agreed to not bring any suit on said mort-
 gage or to enforce the collection of said judgments the same is
 postponed to the claim of the said Martha J. Harriman. The
 defendants deny each and every allegation in the said petition
 not herein admitted.

Wherefore the defendants ask that the plaintiff petition

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may be dismissed, but if the said petition is not dismissed then the defendant Martha J. Harriman asks that her said claim may be declared the first and best lien upon said premises, and that her dower and homestead rights may be declared and enforced and for all proper relief.

The State of Ohio
Union County ss

J. L. Cameron

Attorney for Defendants.

Winget Harriman being first duly sworn says, that he believes the facts stated and allegations made in his foregoing answer are true.

Winget Harriman

Sworn to before me and signed in my presence this 6th day of June, 1891.

John Van Pearse

Notary Public, Union County Ohio

Afterward on the 26th day of June, 1891, the following Entry was made on the Journal by the Clerk of Court, to wit:

John Markey

vs.

Winget Harriman et al

Journal 15, Page 561.

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence, on consideration whereof the Court find that the defendant Winget Harriman is indebted to the said John Markey on his first cause of action described in his petition in the sum of Fourteen hundred and eight dollars with eight per cent. interest from June 26th, 1891.

It is therefore considered by the Court that the said plaintiff recover from the said defendant Winget Harriman on his first cause of action the sum of \$1408.⁰⁰ with 8 per cent. from June 26th, 1891.

The Court further find that the defendant Winget Harriman and Martha J. and Harriman his wife executed and delivered to Amos H. Kling who assigned said mortgage to the plaintiff, the mortgage deed in the petition described, and on the premises therein described, and that said mortgage was duly recorded in Book 24 Page 42 of the Records of Mortgages of Union County, and is the first and best lien on the premises described in the petition.

The Court further find that the condition of defeasance in said mortgage has been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said defendants shall within three days from the entry of this decree, pay or cause to be paid to the clerk of this Court the costs in this case and to said plaintiff the sum of \$1408, interest from June 26th, 1891, at 8% according to the terms of mortgage deed, the defendants equity of redemption be foreclosed and said premises shall be sold and an order of sale issue therefore to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

The Court further find that there is due the plaintiff from the defendant upon his third cause of action the sum of \$842.⁰⁰ with eight per cent from June 26th, 1891.

It is therefore considered by the

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Court that said plaintiff recover from said defendants the said sum of \$742.²³ with 8 per cent. interest from June 26th, 1891 and his costs &

The Court further find that there is due the plaintiff from the defendant upon his fourth cause of action the sum of \$137.¹⁷ with 8 per cent. from June 26th, 1891.

It is therefore considered by the Court that said plaintiff recover from the said defendant the said sum of \$137.¹⁷ with eight per cent interest from June 26th, 1891 and his costs herein expended taxed to &--

Afterward, on the 15th day of July, 1891, an Order of Sale was issued by the Clerk of said Court to wit:

The State of Ohio,
Union County, ss.

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas holden at the Court House in Mansfield in said County of Union on the 26th day of June 1891, John Markey obtained a judgment and decree against Miregel Harriman and Martha Jane Harriman for the sum of fourteen hundred ³⁴/₁₀₀ and eight dollars, and sixteen ²⁵/₁₀₀ dollars costs of suit.

And whereas, it was then and there by said Court ordered, adjudged, and decreed, that the said Miregel Harriman et al within 8 days from the 26th day of June, 1891 pay unto the said John Markey the said sum of fourteen hundred ³⁴/₁₀₀ and eight dollars with interest from the 25th 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 three days aforesaid have fully expired and the said sum of fourteen hundred and eight dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record--

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements situate in Union County, Ohio, to wit: Being part of Survey N^o 9922 Jackson Township bounded and described as follows: to wit: Beginning in the center of the Essex and La Rue gravel road at the north-east corner of a 56 acres set off to Frank Baldwin and now owned by Louisa A. Mather: thence with the center of said Essex and La Rue gravel road S. 15^o - E. 64 poles to a stake: thence S. 11^o - E. 49 poles to an angle in said gravel road: thence with the center of said road S. 67^o - E. 17 ²⁵/₁₀₀ poles, witness a stone 40 feet from the center of said gravel road: thence N. 8^o ¹/₂ - E. 46 ²⁵/₁₀₀ poles to a stone: thence N. 9^o ¹/₂ - N. 129 poles to a stone: thence S. 80^o ¹/₂ - N. 26 poles to the center of Rusherick: thence up the creek S. 37^o - E. 12 ⁵⁰/₁₀₀ poles: thence S. 80^o ¹/₂ - N. 57 ¹/₂ - poles to the place of beginning, containing fifty acres of land more or less.

We therefore command you, that you proceed to carry said order, judgment and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate under the statute regulating Sales on Execution, and that you

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 15th day of July, A. D. 1891. R. M. Leroy, Clerk

And on the 20th 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, to-wit: The State of Ohio, Union County, ss

Sheriff's Return

6.15-2

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Sheriff's Return
 Received this writ the 15th day of July, 1891, and on the 22nd day of July, 1891, I called an inquest of Newton Johnson, J. D. White and William Blue three disinterested freeholders and residents of the County, and caused the within described real to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof, (to-wit: \$45⁰⁰ 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 22nd 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 there and there struck off and sold the same to John Markey for the sum of thirty-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.
 And said sum being more than two-thirds of the appraised value thereof, and said John Markey 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 thirty-five dollars per acre.

Proof of Publication

6.15-2

And on the 22nd day of August, 1891, the following Proof of Publication was filed with the Clerk of Court.

John Markey vs. Mirget Harriman et al

Sheriff's Sale
 On Order of Sale.

By virtue of the above stated writ to me directed from the Court of Common Pleas, Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday August 22nd

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 Jackson, County of Union and State of Ohio, and bounded and described as follows: Being part of Survey N^o 9722, bounded and described as follows: Beginning in the center of the Essex and Da Rue gravel road at the northeast corner of a 56 acres sit off to Frank Baldwin, and now owned by Louisa Mather; thence with the center of said Essex and Da Rue gravel road S. 18° E. 64 poles to a stake; thence S. 11¹/₂ - E. 49 poles to an angle in said gravel road S. 64° - E. 17²/₅, witness a stone 40 feet from the center of said gravel road; thence N. 50¹/₂ - E. 46²/₅ to a stone thence N. 9¹/₂ - W. 129 poles to a stone; thence S. 50¹/₂ - W. 26 poles to the center of Rush Creek; thence up the creek S. 37° E. 12³/₅ poles; thence S. 50¹/₂ - W. 54³/₅ poles to the beginning containing 5 acres of land more or less.

Appraised at \$45⁰⁰ per acre. Terms of Sale, Cash.
 Thomas Martin, Sheriff of Union County Ohio.

Printers Fee. - \$13³⁵
 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 22^d, 1891.
 W. O. Shearer.

Sworn to and subscribed before me this 22^d day of August, 1891.
 {Seal} R. M. Leroy, Clerk.

Entry 6152
 Afterward, on the 25^d day of August, 1891, an Entry was made on the Journal by the Clerk of Court, to-wit:
 John Markey vs. Midget Harriman 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 John Markey by deed in fee simple, the lands and tenements 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 the sale amounting to Sixteen hundred dollars it is ordered that the Sheriff out of the money in his hands pay
 First: The costs of this action taxed to \$51²².
 Second: The taxes amounting to \$139⁵⁰.

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Third: -- To the plaintiff John Markey the balance of said money remaining in his hands, to wit: the sum of fourteen hundred and nine and $\frac{26}{100}$ dollars to be applied as a credit upon his judgment against the said defendant in his first cause of action described in his petition. And there still remaining due to the said John Markey upon his first and second cause of action the sum of seventeen $\frac{94}{100}$ $\frac{75}{100}$ dollars. And there is due plaintiff from the said defendant Wmget Harriman upon his third cause of action the sum of eight hundred and fifty three $\frac{7}{100}$ $\frac{65}{100}$ dollars, and also due plaintiff from the said defendant Wmget Harriman upon his fourth cause of action one hundred and thirty nine dollars leaving a balance still remaining due and unpaid to the said John Markey the sum of one thousand $\frac{24}{100}$ $\frac{13}{100}$ dollars.

It is considered that he recover the same from the defendant Wmget Harriman and execution is awarded therefor. It is further agreed that the said Wmget Harriman shall have a reasonable time to remove the corn now on said premises, also the privilege of removing some wood that is now cut for the purpose, using in making sugar, known as sugar wood.

Attest
R M Brown clerk

Clerk continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John S. Price, Judge of said Court, of the term of May, to wit, on the 25th 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 9th day of May 1891, George B. Hamilton filed in the Clerk's office of the said Court of Common Pleas the following Petition against Enos Beatty, et al. George B. Hamilton, Plaintiff.

Petition

vs.
 Enos Beatty, George Biddle, ^{and}
 Seba Biddle his wife, ^{and}
 W. H. Lyons. Defendants

Court of Common Pleas,
 Union County, Ohio.

First Cause of Action:

Plaintiff says: On or about the 25th day of January 1886 the defendant Enos Beatty executed and delivered to George Biddle his two promissory notes, copies of which are hereto attached marked A. ^{and} B. together with all credits and indorsements thereon and made part hereof and thereby promised to pay said George Biddle, or order, the sum of one hundred and seventy $\frac{94}{100}$ $\frac{75}{100}$ dollars in one year and the sum of one hundred and seventy $\frac{94}{100}$ $\frac{75}{100}$ dollars in two years with 6 per cent interest on said sums from January 25, 1886.

Second Cause of Action:

The said Enos Beatty and Hester A. Beatty (said Hester A. Beatty is now deceased) to secure the payment of said notes executed and delivered to said George Biddle their mortgage and thereby conveyed to said George Biddle the following described premises: Situated in the Township of Clarkburn, County of Union and State of Ohio in Survey N^o 220.

Beginning at a stake in the south line of said Survey at a corner of Richey's land thence N. 2° E. 20⁰⁰ poles to a stake in the center of the Richwood and Miller pike: thence N. 85° W. along the center of said pike 64 poles to a stake in the center of said road a corner of land formerly owned by H. Sabine: thence S. 2° W. 34⁰⁰ poles with the center of the W^o Millan township road: to a stake in the original south line of said Survey: thence S 87° E. 61¹/₂ poles to the place of beginning, containing 10³/₄ acres, excepting one acre sold to J. D. Powell from the south west corner.

Said mortgage was filed in the Recorder's Office for record January 29th, 1886 at 11 o'clock A. M. and was recorded February 11th, 1886 in Volume 21, Page 408 of Union County Records of Mortgages, and is the first and best lien on said premises.

The said William H. Lyons claims to have some lien on said premises but the nature and extent thereof plaintiff is unable to state, but it is subordinate to plaintiffs mortgage.

Said notes and mortgages were for a valuable consideration sold and assigned by said George Biddle to plaintiff who is now the legal owner and holder thereof, that no payments have been made on said notes except on the note marked "A." the interest to January 20th, 1887, and \$35⁰⁰ on the principal of that date; and on said note marked "B." the sum of \$50⁰⁰ January 29th, 1887.

The said Enos Beatty since the making of said notes and mortgage conveyed by Warranty Deed said premises to said George Biddle who is now the owner thereof, the said Siba Biddle wife of said George Biddle was married to said George Biddle since said mortgage was given.

Wherefore plaintiff prays judgment on said note for the sum of three hundred and forty one ⁷⁸/₁₀₀ dollars and interest as above set forth. That said mortgage be foreclosed, said premises be ordered to be sold and the proceeds applied to the payment of said judgment and for all proper relief.

S. S. Gardner,

Attorney for Plaintiff.

State of Ohio,
Union County ss:

George B. Hamilton, being duly sworn says the facts and allegations in the foregoing petition are true as he believes

George B. Hamilton.

Sworn to and subscribed before me this 8th day of May 1891.
Joseph Comer, J. P.

Copy of note "A." \$170⁰⁰
Biddle
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Witness
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\$35⁰⁰
George B. Hamilton,
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Copy of Note "A" Pay to the order of George B Hamilton Geo Biddle

\$170.⁷⁴ Richmond Ohio, January 25th 1886. Two years after date, I promise to pay to the order of George Biddle One hundred and seventy $\frac{3}{4}$ $\frac{7}{100}$ dollars at Bank of Richmond Value received, with interest at 6 per cent. Witness: S. S. Gardiner. Geo^s Beatty

January 20th. Received on this note all of the interest up to date and \$35.⁰⁰ on the principal. January 20th, 1887.

Copy of Note "B" Pay to the order of A. B Hamilton Geo Biddle

\$170.⁷⁴ Richmond, Ohio, January 25th 1886 Two years after date, I promise to pay to the order of George Biddle One hundred and seventy $\frac{3}{4}$ $\frac{7}{100}$ dollars at Bank of Richmond. Value received, with interest at 6 per cent. Witness: S. S. Gardiner. Geo^s Beatty

January 29th 1889. Received on this note \$50.⁰⁰ from G. Biddle and a receipt given

To the Clerk: Issue Summons to Sheriff of Union County, returnable according to law. Amount claimed \$341.²⁵ and interest from January 20th 1887, and Foreclosure of Mortgage.

Summons 6193

Afterward, on the 9th day, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows: The State of Ohio, Union County: To the Sheriff of said County: You are hereby commanded to notify Geo^s Beatty, George Biddle and Seba Biddle his wife and W. H. Lyons that they have been sued by George B. Hamilton in the Court of Common Pleas of Union County, and must answer by the 6th 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 15th day of May A. D. 1891. Witness my hand and the seal of said Court, this 9th day of May, A. D. 1891. Seal R. M. Croy, Clerk.

Indorsed: Action for Judgment. Amount claimed \$348.⁰⁰ with interest from January 20th 1887 $\frac{3}{4}$ Foreclosure of Mortgage.

Sheriff's Return 6193

Afterward, on the 15th 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. ^{ies} Return	\$ 30
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Mileage	3 20
Copy	80
Total	\$ 175

The State of Ohio, Union County: Sheriff's Return. Received this writ May 9th, 1891, 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 13th day of May, 1891.

Thomas Martin, Sheriff

Afterward, on the 12th day of June, 1891, an entry was made on the Journal by the Clerk of Court, which is as follows:

George B. Hamilton

vs.

Journal 15. Page 543

Entry

Enos Beatty, et al

6193

This day came the plaintiff by his attorney and the defendants Enos Beatty, George Biddle, Seta Biddle his wife and W. H. Lyons on being in default for answer and demurrer to the petition the Court find that all of said defendants were duly and legally served with summons and are in default, and that the allegations of the petition are thereby confessed by them to be true, and that there is due plaintiff from said Enos Beatty on said notes the sum of three hundred and thirty nine $\frac{7}{100}$ dollars (\$339 $\frac{7}{100}$) with interest thereon from the first day of this term.

It is therefore considered by the Court that the plaintiff recover of the defendant Enos Beatty the said sum of \$339 $\frac{7}{100}$ and costs taxed to \$ - -

The Court further find that to secure the payment of said notes the said Enos Beatty and Hester A. Beatty his wife (said Hester A. Beatty is now deceased) executed and delivered to said defendant George Biddle their mortgage upon the premises described in the petition which notes and mortgage was assigned and transferred for valuable consideration by said George Biddle to plaintiff.

That afterwards said Enos Beatty conveyed by Warranty Deed said premises to said George Biddle who is the present owner of said premises; that said mortgage was duly recorded in Book No. 21, Page 408 of the Records of Mortgages of Union County, Ohio and is the first and best lien on said premises; that plaintiff is now the legal owner and holder of said notes and mortgage.

The Court further find that the condition of defeasance in said mortgage has been broken and that the said plaintiff is thereby entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decided that unless the defendants Enos Beatty and George Biddle shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case and to said plaintiff the sum of \$339 $\frac{7}{100}$ with interest from the first day of this term according to the terms of said mortgage deed the defendants equity of redemption be foreclosed and said premises shall be sold and an Order of Sale shall issue therefor to the Sheriff of Union County directing him to sell said premises as upon execution and bring the proceeds into this Court for further order.

Præcipe

6193

Afterward, on the 3rd day of September, 1891, Præcipe for an Order of Sale was filed with the Clerk of said Court, to wit: To the Clerk:

Please issue Order of Sale and to appraise in above case

to Sheriff

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to Sheriff of Union County, returnable according to law.

S. S. Gardner, Attorney for Plaintiff

Order of Sale

Afterward, on the 3rd day of September, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio

6193

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 12th day of June, 1891, George B. Hamilton obtained a judgment and decree against Bros Beatty et al for the sum of Three hundred and thirty-nine and $\frac{8}{100}$ dollars and Ten dollars costs of suit.

And whereas, it was then and there, by said Court ordered adjudged, and decreed, that the said Bros Beatty et al within five days from the 12th day of June, A. D. 1891 pay unto the said George B. Hamilton the said sum of three hundred and thirty-nine and $\frac{8}{100}$ dollars with interest from the 25th day of June, 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, to:

And Whereas, the five days aforesaid have fully expired and the said sum of three hundred and thirty-nine $\frac{8}{100}$ 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, Blairborne Township in Survey N^o 220, to wit: Beginning at a stake in the south line of said Survey at a corner of Richey's land: thence N. 2^o E. 20^o poles to a stake in the center of the Richwood and Miller pike: thence N. 85^o W. along the center of said pike 64 poles to a stake in the center of said road a corner of land formerly owned by W. Sabine: thence S. 2^o W. 34^o poles with the center of the N^o Millan Township road to a stake in the original south line of said Survey: thence 87^o E. 61^o poles to the place of beginning containing 10 $\frac{3}{4}$ acres, excepting one acre sold to J. O. Powell from the S.W. corner.

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 3rd day of September, A. D. 1891. (Seal) R. M. Leroy, Clerk.

Sheriff's Return

And on the 10th day of October, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6193

Service	\$ 60
Duty	1 00
Sum. Apis.	1 20
Swear	25
Convey	1 50
Writing Appt.	30
Copy of	30
Notice to Pl.	30
Affidavit to	30
Writing Notice	30
Mileage	3 40
Return	25
Total	\$9 70
Apis. Fees	\$3 00
Printers Fees	14 70

The State of Ohio,
Union County, ss.

Sheriff's Return

Received this writ the 3rd day of September, 1891, and on the 7th day of September, 1891, I called an inquest of J. E. Howl, C. G. Wyegar and John Wiley three disinterested freeholders and residents of the County, and caused the within described real estate to be duly appraised on the oaths; they on the same day returned to me an estimate of the value thereof, (to wit: \$40⁰⁰ per acre) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

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

And on the 10th day of October, 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 George B. Hamilton for the sum of forty dollars per acre, he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff

Proof of Publication

George B. Hamilton

vs.

Enos Beatty, et al

Sheriff's Sale

On Order of Sale.

Court of Common Pleas, Union County, Ohio.
By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday October 10th, 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 Claibourne, County of Union and State of Ohio, and bounded and described as follows: In Survey N^o 220 to wit, beginning at a stake in the south line of said Survey at a corner of Richey's land: thence N. 2^o & 20⁰⁰ poles to a stake in the center of the Richwood and Miller pike: thence N. 85^o N. along the center of said pike 64 poles to a stake in the center of said road: a corner of land formerly owned by H. Sabine: thence S. 2^o N. 34⁰⁰ poles with the center of the M^o Millan Township road to a stake in the original south line of said Survey: thence 87^o E. 61⁰⁰ poles to the place of beginning containing 10⁰⁰ acres, excepting one acre sold to J. D. Powell from the south west corner.

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S.S. Gardiner, Notary
The State of Ohio,
Union County, ss

Terms of Sale. - Cash.
Thomas Martin, Sheriff
Union County, Ohio

I, Mrs. F. A. Graham, publisher, being duly sworn, say that the notice hereto attached was published in the Richwood Gazette, on the 10th day of September, 1891, and continued therein five 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 30th day of October, 1891.

[Seal]

S.S. Gardiner, Notary Public.

Afterward, on the 26th day of November, 1891, an Entry was made on the Journal by the Clerk of said Court which reads as follows:
George B. Hamilton

Entry

vs.

Journal 16, Page 70.

Enos Beatty 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 George B. Hamilton by deed according to law, the property so sold and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises, so far as they may be paid herein for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County. And the Court coming now to distribute the proceeds of said sale amounting to three hundred and seventy dollars, it is ordered that the Sheriff out of the money in his hands pay
First: - To the Treasurer of this County the taxes, penalty and interest against said property, to wit, the sum of \$---
Secondly: The costs of this action at \$---
Thirdly: To the plaintiff George B. Hamilton the balance of the 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 George B. Hamilton the sum of dollars --- it is considered that he recover the same from the defendant Enos Beatty and execution is awarded therefor.

Attest
J. 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 May, to-wit, on the 25th 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 20th day of May 1891, Andoniram J. Perkins et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Aaron B. Beck et al. to-wit:

Andoniram J. Perkins, Henry A. Perkins,
Nelson Flemming, Elizabeth Flemming,
Walter C. Fullington, George W. Court,
David Black, Emma O. Black, Mary D.
Bowdre, Lucinda Bowdre, a minor,^{2nd}
Benjamin O. Bowdre, a minor. Plaintiffs
vs.

Aaron B. Beck, The unknown heirs of Aaron
B. Beck, ----- Beck, wife of Aaron B. Beck,
James W. Beck, The unknown heirs of James
W. Beck, ----- Beck, wife of James W. Beck,
Vivian P. Beck, the unknown heirs of Vivian
P. Beck, ----- Beck, wife of Vivian P. Beck,
Isaiah O. Beck, The unknown heirs of Isaiah
O. Beck, ----- Beck, wife of Isaiah O. Beck,
Mary Huffman, The unknown heirs of Mary
Huffman, Roden Huffman, husband of Mary
Huffman, The unknown heirs of Samuel Beck,
Bevan Beck, The unknown heirs of Bevan Beck,
Vivian Beck, The unknown heirs of Vivian Beck,
Ber Beck, The unknown heirs of Ber Beck. Defendants

For a cause of action against the said defendants, the plaintiff says: that they are seized in fee simple and are in the actual possession of the following described real estate in which the said defendants claim an estate and interest adverse to plaintiffs to-wit: Situate in the County of Union in the State of Ohio, Township of Dover and part of Survey N^o: 5498 and bounded and described as follows: to-wit: Being lot N^o: 22 and part of lot N^o: 23 on Bluescreek, being part of Survey N^o: 5498.

Beginning at a stake in the creek, witness an elm, sugar tree and buckeye north-west corner to lot N^o: 7 and south-east corner of lot N^o: 21: thence with the line of lot N^o: 21, N. 7°-25' W. 124 poles to a hickory ^{3/4} dogwood in the north original line of the survey: thence with said line passing the north-east corner of lot N^o: 22 and with the line lot N^o: 23 N. 79°-30' E. 174 poles and 6 links to a stake and stone: thence S. 9°-25' E. 242 poles to a stake in the creek, witness trees on the north bank of Bluescreek: thence up the creek with the meanders thereof to the beginning containing 200 acres more or less. The title to said land having the same source and they having a common interest in having their rights and title determined and finally settled.

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The plaintiff further avers that Samuel Beck died testate on the -- day of February 1859 seized of the above described lands and that he left as his only heirs at law and legal representatives the above named defendants, to-wit: Aaron B Beck and James W. Beck Vivian P. Beck, and Isaiah C. Beck and Mary Beck intermarried with Roden Huffman, and that Vivian P. Beck, Vivian Beck, Bevan Beck and Bev Beck were one and the same person.

The plaintiffs further aver that they derive their title to the above described lands in the amounts and manner following, to-wit:

1. The plaintiff Adouram J. Perkins avers that he is the owner in fee simple of and is in the actual possession of 63 acres of the above described land as shown by the plat and boundaries thereon marked and herunto attached marked plat "A." and that he claims title thereto under a deed of general warranty from Joseph Stiner and wife dated October 31st, 1858 and recorded in Volume 62, Page 125 of Union County Deed Records.

2. The plaintiff Henry A. Perkins avers that he is the owner in fee simple and in the actual possession of -- acres of the above described land as shown by the plat and boundaries thereon marked herunto attached marked plat "B." and that he claims title thereto under a deed of general warranty from E. C. ^{3/4} Nelson Fleming dated March 22nd, 1883 and recorded in Volume 55, Page 389 of Union County Deed Records.

3. The plaintiffs Nelson Fleming and Elizabeth C. Fleming aver that they are the owners in fee simple and in the actual possession of acres -- of the above described land as shown by the plat, and boundaries thereon marked herunto attached marked plat "A." and that he claims title thereto under a deed of general warranty from William H. Perkins dated July 25th, 1890 and recorded in Volume 64, Page 527 of the Deed Records of Union County, Ohio.

4. The plaintiff Walter C. Fullington avers that he is the owner in fee simple of 50 acres of the above described land as shown by the plat and boundaries thereon marked herunto attached marked plat "A." and that he claims title thereto under a deed from Marion Hopkins as Sheriff of Union County, Ohio, dated June 3rd, 1857 and recorded in Volume 60, Page 137 of the Deed Records of Union County Ohio.

5. The plaintiff George W. Court avers that he is the owner in fee simple and is in the actual possession of 20 acres of the above described land as shown by the plat, and boundaries thereon marked herunto attached marked plat "A." and that he claims title thereto under a deed of general warranty from Joseph A. Stiner and wife dated February 4th, 1857 and recorded in Volume 64 page 109 of the Deed Records of Union County, Ohio.

6. The plaintiff David Black avers that he is the owner in fee simple and in the actual possession of 22.²⁵ acres of the above described land as shown by the plat, and boundaries thereon marked herunto attached marked plat "A." and that he claims title thereto under a deed of general warranty from George W. Court and wife dated February 11th, 1859 and recorded in Volume 62, Page 163 of the Deed

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7. The plaintiff Emma O. Black avers that she is the owner in fee simple, and in the actual possession of 20 acres of the above described land as shown by the plat and boundaries thereon marked hereto attached marked plat "A." and that she claims title under a deed of general warranty from George W. Court and wife dated March 31st, 1890 and recorded in Volume 63, Page 458 of the Deed Records of Union County, Ohio.

8. The plaintiff Lucinda Bowdre an infant aged 10 years and Benjamin C. Bowdre an infant aged 1/2 years now comes by Mary L. Bowdre their next friend and the legal guardian of Benjamin C. Bowdre who avers that she is the widow of Benjamin Bowdre deceased. That the said Benjamin Bowdre deceased, died on the 26th day of July, 1890 seized in fee simple of 28 acres of the above described tract of land as shown by said plat, and the boundaries thereon marked and hereto attached marked plat "A." and that he held his title thereto under a deed of general warranty from Edwin H. Perkins dated February 11th, 1882, recorded in Volume 55, Page 201. That she is entitled to dower in said land and that the said Lucinda Bowdre and Benjamin C. Bowdre are the only heirs and legal representatives of the said Benjamin Bowdre deceased and that they are vested with the fee simple estate of said lands subject to the dower estate of said Mary L. Bowdre widow of Benjamin Bowdre deceased as such heirs and legal representatives of the said Benjamin Bowdre deceased.

9. The plaintiffs say that on the day of February 1859 Samuel Beck died testate seized in fee simple of the above and foregoing described 200 acres of land which is the same land described by said plats "A." & "B." Said lands was devised by the last Will & Testament of Samuel Beck (reference to said Will being here made and which Will is duly recorded in Union County, Ohio in Book "A." Page 161) to his five children Aaron B. Beck, James W. Beck, Vivian P. Beck, Isaiah C. Beck and Mary Beck, intermarried with Roden Huffman in the following words, viz:

Item First: "I give to my daughter (Mary Huffman) fifty acres of land to be run off on the north east corner of the Survey to be used for her maintenance and support during her lifetime and afterward to go to her children forever as their and not to be sold or used in any other way". (Said lands so devised are shown on said plats marked "A." & "B.")

Item Second: "I give to my son Aaron B. Beck fifty acres of the balance of the land for his use as he sees fit, and the balance one hundred acres to be divided into three parts and each of my other three sons James W., Vivian P. & Isaiah C. Beck to have an equal share in said land for their several uses.

10. Plaintiff further avers that the said Mary Huffman (who was the widow of Roden Huffman) on the 26th day of April, 1866 conveyed by quit-claim deed 3/4 of her life estate in said 50 acres as willed to her by her father, to William S. Rolston and on the same day conveyed to her four children, Henry F. Huffman, Mary A. Huffman, Sarah C. Huffman and Edwin Huffman the other under

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vided $\frac{1}{4}$ of her said life estate and that on the 10th day of October 1860 James B. Richey as the guardian of the said Henry F., Mary B., Sarah C., Edwin S. Huffman, minors, under an order of the Probate Court of Union County, Ohio, conveyed to William S. Ralston all their right, title and interest in the said 50 acres by quit-claim deed.

11th Plaintiffs further aver that James N. Beck, conveyed by deed of general warranty $37\frac{1}{2}$ acres of said above described 200 acres to Oscar Beck on the 22nd day of October 1861, bounded and described as follows to-wit:

Bounded on the north by Mary Huffman's land, on the east by lands of William S. Ralston & S. Perkins, and on the south by Blue creek, and on the west by lands of Schuyler Perkins as his interest in his father's estate.

12th Plaintiffs further aver that Isarah B. Beck and Jane B. Beck his wife on the 19th day of December 1859 conveyed by deed of general warranty to Schuyler Perkins all their right, title and interest, both legal and equitable in the following described premises, to-wit: Part of Survey 5498 and being the west portion of a tract of 200 acres, more or less, said west portion containing 124 acres more or less which Samuel Beck died seized of and which he purchased of Benjamin White and wife by deed dated May 17th, A. D. 1838 and acknowledged May 18th, 1838 and being the undivided portion of said real estate, to-wit: One hundred and twenty-four acres more or less which is owned in common by Aaron Beck, Bevan Beck and said Isarah B. Beck in said premises, to-wit:

Beginning at a stone in the center of Bluecreek and in the center of a county road leading from Bluecreek to Bokscreek: thence with said road N. 7°-23' N. 133 poles to a stake and stone; thence N 80°-0' 111 poles to a stake and stone; thence S. 9°-25' E. 200 poles to the center of Bluecreek; thence up the center of said creek with the meanders thereof to the beginning, containing 124 acres more or less.

13th Plaintiffs further aver that Aaron B. Beck and Susan R. Beck his wife on the 30th day of January, 1860, conveyed by deed of general warranty to Schuyler Perkins an undivided 50 acres in the following described lands, being 50 acres more or less of that portion of said premises which was willed in common to Aaron B. Beck, James N. Beck, Vivian C. Beck and Isarah B. Beck first deducting said 50 acres willed expressly to Aaron B. Beck, the balance one hundred acres to be divided equally between James N., Vivian and Isarah B. Beck and being exclusive of 50 acres willed of said premises to Mary Huffman in the N. E. corner of said premises. This conveyance is intended to and does convey all the right title and interest of said Aaron B. Beck in said premises.

14th Plaintiffs further aver that on the 10th day of April, 1860 Vivian Beck and Emily Beck, his wife, conveyed by deed of general warranty to Schuyler Perkins the following described real estate: all that tract or parcel of land being in Dover Township, Union County Ohio, and bounded on the south by Blue Creek, on the west by F. J. Smith & Bailey's land, east by Mary Huffman and Oscar Beck's land being in Virginia Military, being part of Survey N^o 5498, containing 37 acres be the same more or less, being undivided from 124 acres.

15th Plaintiffs further aver that about the year 1859 Aaron B. Beck

James W. Beck, Virvan P. Beck, Isarah O. Beck and Mary Huffman made an amicable settlement and division of said real estate among themselves as shown by the plat with the boundaries thereon marked herunto attached marked plat "B" and afterwards conveyed the same as above stated according to said amicable partition and division there being no record of said settlement and partition, in Union County Ohio, a cloud is cast upon the title of the plaintiffs by reason thereof which should be removed.

16. Wherefore plaintiffs pray that the partition as shown by the plat herunto attached marked plat "B" be approved and confirmed by the Court, and the same be made a part of the record and the boundaries thereon marked be held, decreed and declared the true and correct boundaries of said land as was the agreement and intention of the parties.

17. And plaintiffs further aver that they own said land in fee simple, in severalty in the proportions shown by said plat "A" and that they and their successive grantors have been in open, exclusive, continuous, peaceable, undisturbed, adverse possession of said land for more than twenty-five years; that they and their said grantors aforesaid have used, occupied and cultivated all of said land within the boundaries herein given, and designated on said plat "A" for said term aforesaid that plaintiffs and their successive grantors have during all said time paid the taxes on said land as the owners thereof and the same has been carried upon the tax duplicate in their names and all taxes and assessments thereon have been made and assessed to them.

That during all said time plaintiffs and their said successive grantors before them had and held possession of said lands under claim and color of title and claimed and asserted entire and complete ownership thereof, and have made lasting and valuable improvements thereon, that for more than twenty-one years all of said lands within the boundaries herein and heretofore set out has been fenced and enclosed, and used and occupied: that plaintiffs and their said successive grantors have held possession of said land lying in Survey N^o 34 78 since April 26th 1866 and of all of said land for more than twenty-five years, and your orators each for himself and herself aver that the plats hereto attached marked Exhibits A^o B^o correctly give miles and bounds of said real estate and correctly show the respective tract owned by each of them.

18. Wherefore the plaintiffs further pray that they may each be severally adjudged the owner in fee simple of said premises severally owned by them freed from all claims of an estate or interest therein of the said defendants and each of them by reason of the premises in the parts and proportions as shown by said plat marked "B" and that said plat be made a part of the record hereof together with the lines and boundaries thereon shown and for all other and further relief to which they may in equity be entitled to they pray may be granted them.

State of Ohio,
Union County ss:

As witness my hand and seal of the Court this 14th day of June 1886.
A. Souman J. Perkins, Henry A. Perkins, Nelson Flemming, Walter C.

Attorneys for Plaintiffs.

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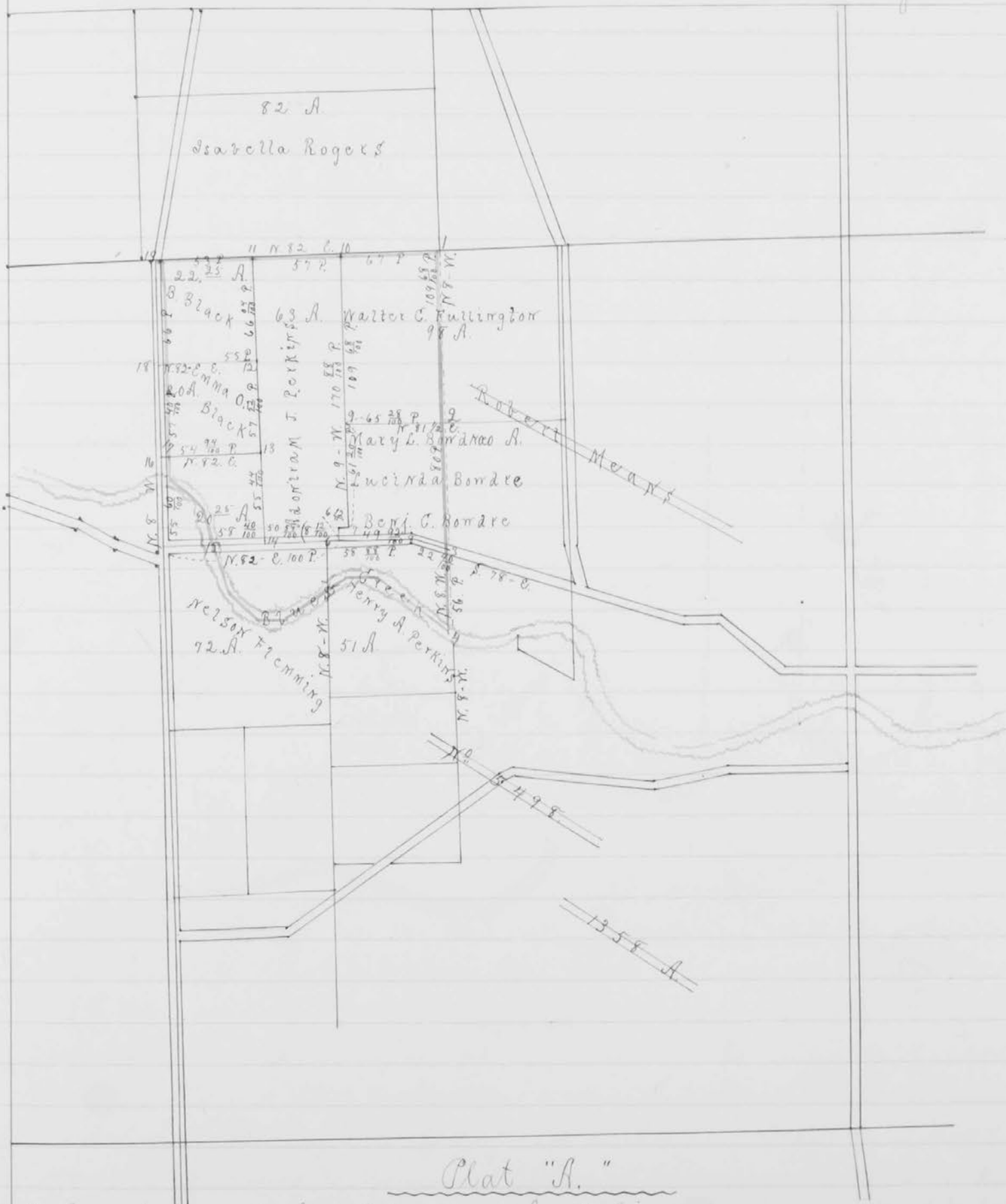
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Fullington, George W. Court, David Black, Emma O. Black and Mary L. Bowdre being first duly sworn say that they are the plaintiffs in this action and that the facts stated and the allegations in the foregoing are as they believe true.

(Signed) Adoniram J. Perkins, Henry A. Perkins, Nelson Flemming, Elizabeth O. Flemming, Mary L. Bowdre, Walter C. Fullington, George W. Court, David Black, Emma Black.

Subscribed and sworn to before me this 20th day of May, 1891.

W. C. Malin, Justice of the Peace.



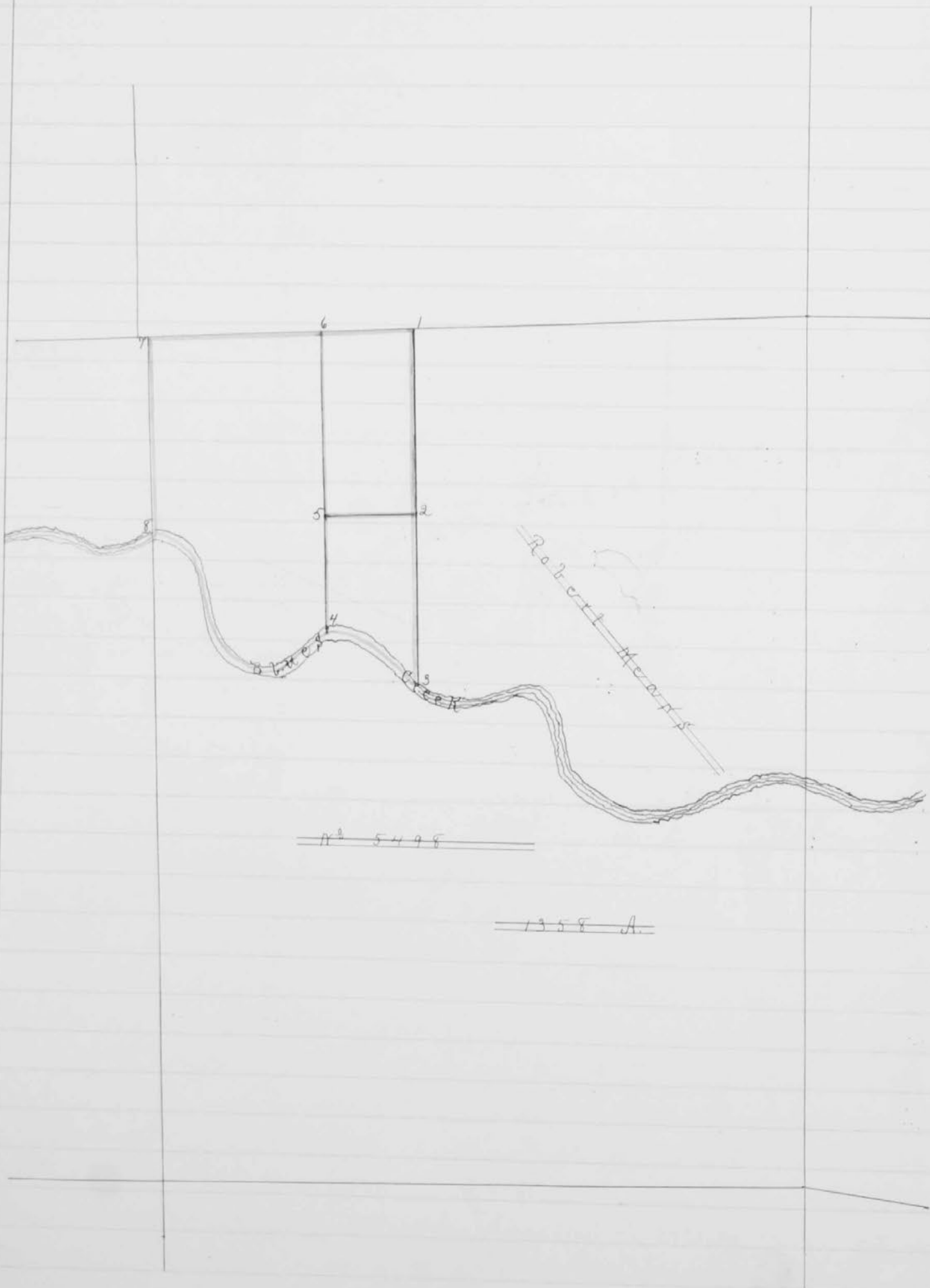
Plat "A."

- 1st Land owned by Adoniram J. Perkins, 10-7-14-11-10
- 2nd " " " Henry A. Perkins, -3-4-5-6-7-8-3
- 3rd " " " Nelson Flemming, -6-5-15-5
- 4th " " " Walter C. Fullington -1-2-9-10-1
- 5th " " " George W. Court 13-14-15-16-17-13
- 6th " " " David Black 11-12-18-19-11
- 7th " " " Emma O. Black 12-13-17-18-12
- 8th " " " { Lucinda Bowdre
- " " " { Benjamin Bowdre 2-3-4-7-9-2
- " " " { Mary L. Bowdre (Widow)

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Plot "B"

Land conveyed by Mary Huffman, children, 1 2 5 6 1	
James M. Beck,	2 3 4 5 2
Haron B. Beck	4 6 7 8 4
Vivian P. Beck	4 6 7 8 4
Isarah B. Beck	4 6 7 8 4



Affidavit filed for Publication

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Affidavit for Publication
 filed with the Clerk of Court, to-wit:
 Adoniram J. Perkins et al
 vs.
 Aaron B. Beck et al
 Court of Common Pleas, Union County, Ohio

6201
 Adoniram J. Perkins, Henry A. Perkins, Nelson Flemming, Walter C. Fullington, George W. Court, David Black, Emma O. Black & Mary L. Bowdre the above named plaintiffs make solemn oath, that service of a summons cannot be made upon the said defendants Aaron B. Beck, the unknown heirs of Aaron B. Beck, --- wife of Aaron B. Beck) James W. Beck, the unknown heirs of James W. Beck, --- Beck (wife of James W. Beck) Vivian P. Beck, the unknown heirs of Vivian P. Beck, --- Beck (wife of Vivian P. Beck) Isaiah E. Beck, the unknown heirs of Isaiah E. Beck, --- Beck (wife of Isaiah E. Beck,) Mary Huffman, the unknown heirs of Mary Huffman, Roden Huffman (husband of Mary Huffman): the unknown heirs of Samuel Beck, Bevan Beck, Vivian Beck, the unknown heirs of Vivian Beck, Bev Beck, and the unknown heirs of Bev Beck within this the State of Ohio: that his place of residence cannot by reasonable diligence be ascertained and is unknown, and further this affiant saith not.

(Signed) Adoniram J. Perkins, Henry A. Perkins, Nelson Flemming, Elizabeth C. Flemming, Mary L. Bowdre, Walter C. Fullington, George W. Court, David Black, Emma O. Black.

Subscribed and sworn to before me this 20th day of May 1891.
 W. C. Malin, Justice of the Peace.

Proof of Publication
 Afterward, on the 26th day of August, 1891, the following Proof of Publication was filed with the Clerk of Court, to-wit:
 Adoniram J. Perkins et al. | Court of Common Pleas, Union County, Ohio
 vs. | Legal Notice.
 Aaron B. Beck et al

Aaron B. Beck, the unknown heirs of Aaron B. Beck, --- Beck (wife of Aaron B. Beck) James W. Beck, the unknown heirs of James W. Beck, --- Beck (wife of James W. Beck) Vivian P. Beck, the unknown heirs of Vivian P. Beck, --- Beck (wife of Vivian P. Beck) Isaiah E. Beck, the unknown heirs of Isaiah E. Beck --- Beck (wife of Isaiah E. Beck) Mary Huffman, the unknown heirs of Mary Huffman, Roden Huffman (husband of Mary Huffman) the unknown heirs of Samuel Beck, Bevan Beck, the unknown heirs of Bevan Beck, Vivian Beck, the unknown heirs of Vivian Beck, Bev Beck, the unknown heirs of Bev Beck, will take notice that on the 20th day of May, 1891, Adoniram J. Perkins, Henry A. Perkins, Nelson Flemming, Elizabeth C. Flemming, Walter C. Fullington, George W. Court, David Black, Emma O. Black, Mary L. Bowdre, Lucinda Bowdre and Benjamin C. Bowdre, plaintiffs in the above entitled action filed their petition in the Court of Common Pleas of Union County Ohio, with prayer to quiet their title against the above named defendants as the heirs and devisees of Samuel Beck deceased, or otherwise, as to any interest they or either of them may have to or in the following described real estate, viz:

Situated in the County of Union, and State of Ohio, Township

of Dover, being lot N^o 22 and part of lot N^o 23 on Blues Creek: being part of Survey N^o 5498. Beginning at a stake in the creek, witness an elm, sugar tree and buckeye north west corner to lot N^o 7 and south east corner to lot N^o 21: thence with the line of lot N^o 21, N. 9°-35' W. 124 poles to a hickory and dogwood in the north original line of the survey: thence with said line passing the north east corner of lot N^o 22 and with the line of lot N^o 23 N. 7°-30' E. 174 poles and 6 links to a stake and stone: thence S 9°-25' E. 242 poles to a stake in the creek witness trees on the north bank of Blues Creek: thence up the creek with the meanders thereof to the beginning containing two hundred acres more or less.

The plaintiffs aver in their petition that they are the owners in fee simple of the above described land and that they derive their title to the same by purchase that they and those under whom they claim title, have held open, continuous, peaceable, and adverse possession for more than twenty-one years last past.

Plaintiffs further aver that there was an amicable partition of the above described land among the heirs of Samuel Beck, deceased, about the year 1859 and that each conveyed his share and interest in said land in accordance with said amicable partition and division, but that there is no record of said partition in Union County, Ohio, and for that reason a cloud is cast upon their title that should be removed.

Plaintiffs pray that all the defendants be required to set up by answers any claim they may have in or to said above described lands by the 15th day of July 1891, or in default thereof that the plaintiff be adjudged the owners in fee simple of said premises, freed from all claims of said defendants by reason of the premises, for costs and for all relief to which they may in equity be entitled.

Marysville, Ohio. Adoniram J. Perkins et al. Plaintiff
 May 25th 1891. By Cole & Bales, Attorneys,

The State of Ohio. ||
 Union County ss: ||

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, the first publication beginning with May 28th, 1891.

Sworn to and subscribed before me this 26th day of August, 1891.
 Printers Fees \$25⁰⁰. (Seal) N. W. Merchant, Notary Public

Afterward, on the 26th day of August, 1891, an entry was made on the Journal by the Clerk of Court, to wit:

Adoniram J. Perkins et al ||
 vs. || Journal 16. Pages 18th & 19.

Entry
 6201

Now comes the plaintiffs by their attorneys and the defendants being in default for answer or demurrer the Court find that the allegations of the petition are confessed by them to be true. The Court further find that at the time of bringing this

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Editor,
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Notary Public

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action the said plaintiffs were in possession of the real property described in the petition in the parts and proportions as set forth in the said petition and as shown and set forth in the said petition and as shown and set forth by plat "A." and the boundaries thereon marked and attached to said petition in severally as alleged in said petition, and that they had the legal estate in and was entitled to the possession of the same, that neither 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 plaintiffs ought to have their title and possession quieted as against each and every one of said defendants as prayed for in their petition to the following lands described, to wit: Situate in the County of Union, State of Ohio, Township of Down and part of Survey N° 5498 and bounded and described as follows, to wit: Being lot N° 22 ^{3/4} part of lot N° 23 on Bluescreek being part of Survey N° 5498: Beginning at a stake in the creek, witness an elm, sugar tree and buckeye north west corner to lot N° 7 and south east corner of lot N° 21: Thence with the line of lot N° 21, N. 9° 25' W. 124 poles to a hickory and dogwood in the north original line of the survey: Thence with said line passing the north east corner of lot N° 22 and with the line of lot N° 23 N. 79° 30' E. 174 poles and 6 links to a stake and stone: thence S. 7° 25' E. 242 poles to a stake in the creek, witness trees on the north bank of Bluescreek: thence up the creek with the meanders thereof to the beginning containing 200 acres more or less.

It is therefore ordered, adjudged and decreed that the title ^{of} possession of the said Adoniram J. Perkins, Henry A. Perkins, Nelson Flemming, Elizabeth Flemming, Walter C. Fullington, George W. Court David Black, Emma C. Black, Mary L. Bowdre, Lucinda Bowdre a minor, and Benjamin C. Bowdre a minor, to all and singular the premises described in said petition and in the parts as shown by plat "A." hereunto attached and the boundaries thereon marked in severally and that each of the said plaintiffs have his or her title and possession to the several tracts of land as owned by him or her as described in said petition and shown by said plat "A." and the boundaries thereon marked in severally quieted as against said defendants and against the claims of 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 or any part thereof adverse to the title and possession of said plaintiff, their or assigns thereto. That the costs of this suit be paid by the plaintiffs.

Attest
Q M Perry clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union 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, term, on the 9th 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 7th day of March 1891, Phineas Bell filed in the Clerks Office of the said Court of Common Pleas the following Petition against George W. South et al.

Petition
 vs.
 Phineas Bell
 George W. South
 Anna B. South

Court of Common Pleas,
 Union County, Ohio.

For a First Cause of Action against said defendant George W. South and Anna B. South the plaintiff Phineas Bell says there is due to him from said George W. South and Anna B. South on the promissory note of said George W. South and Anna B. South the sum of \$87⁵⁰ with interest from the 29th day of October 1859 at 8% per annum of which promissory note the following is a copy with all the credits and endorsements thereon to wit:

Ostrander July 11th, 1887.
 One year after date we promise to pay to the order of Phineas Bell Eighty seven ⁵⁰/₁₀₀ dollars value received with interest at eight per cent per annum.
 \$87⁵⁰ due.
 G. W. South
 Anna B. South

The following endorsements are on said note: September 8th, 1888 Received interest to date. Interest to October 29th, 1889.

Second Cause of Action: And for a second cause of action against said George W. South and Anna B. South the plaintiff says that there is due to him from said George W. South and Anna B. South on the promissory note of said George W. South and Anna B. South the sum of \$87⁵⁰ with interest at 8% per annum from the 11th day of July 1887 of which promissory note the following is a copy with all the credits and endorsements thereon, to wit:

Ostrander, July 11th, 1887.
 Two years after date we promise to pay to the order of Phineas Bell Eighty seven ⁵⁰/₁₀₀ dollars value received with interest at eight per cent per annum.
 \$87⁵⁰ due.
 G. W. South
 Anna B. South.

There are no credits nor endorsements on said note. And to secure the payment of said promissory notes herinbefore mentioned according to the tenor and effect thereof the said George W. South together with his wife the said Anna B. South duly executed acknowledged and delivered to the plaintiff the said Anna B. South joining with her said husband in the granting part the signing and acknowledgement thereof their certain deed bearing date on the 11th day of July 1887 and thereby conveyed to the plaintiff in fee-simple freed from all rights including that of dower of said Anna B. South in and to the same the following described lands, tenements and here-

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detainments, situate in said County of Union and State of Ohio, to-wit:
Beginning at a stone at the edge of the free pike road leading
from Columbus to Bellefontaine where the pike crosses the State road lead-
ing from Belle Point to Big Darby: thence N. 52 W. 160 feet to a stake: thence
S. 47 W. 230 feet to a stake: thence S. 52 - E. 210 feet to the State road: thence
N. 35 - E. 260 feet to the place of beginning - - of land except a lot in the
north-east corner of the described land, deeded to the Trustees of Jerome
Township, Union County, Ohio said lot being 65 feet long and 45 feet wide
as per deed, the balance is herein conveyed

Said deed was delivered to the Recorder in the Recorder's office
of said County for record according to law on the 18th of August 1888 at
10 ²⁵/₁₀ o'clock A. M. and was duly recorded in Book 27, Page 195, Mortgage
Records.

The said deed of mortgage has a condition thereunder
written as follows: "The condition is such that whereas the said George
W. South and Anna B. South have executed and delivered to the said
Phineas Bell their two promissory notes bearing even date herewith call-
ing for \$87⁰⁰ each and due in one and two years respectively each, now
if the said George W. South and Anna B. South their heirs executors
or administrators shall well and truly pay the aforesaid notes and
interest according to the tenor thereof to the said Phineas Bell his
heirs and assigns, then the above deed shall be void otherwise the
same shall remain in full force and virtue in law."

That said George W. South and Anna B. South have wholly
failed to pay said notes as the interest thereon or any part thereof
through the same are past due wherefore said deed of mortgage has
become absolute. Said G. W. South ^{and} George W. South defendants are
the same person.

Wherefore the plaintiff asks for judgment against said
George W. South and Anna B. South for the sum of One hundred
and seventy five dollars with interest at 8% on \$87⁰⁰ thereof from
October 29th, 1889, and on \$87⁰⁰ thereof, at 8% from July 11th, 1887, that
said premises be sold as upon execution to satisfy said plaintiff
mortgage indebtedness from said George W. South and Anna B. South
and the judgment by plaintiff to be obtained for costs and all proper
relief. Cole ^{and} Bales.

Attorneys for Plaintiff.

State of Ohio,
Union County ss:

B. C. Bales being first duly sworn according to law says
he is one of the attorneys for plaintiff, that the above pleading is
founded on written instruments for the payment of money which
instruments are in the possession of affiant and that the facts
stated are as he believes true.

B. C. Bales.

Sworn to and subscribed before me this 8th of March 1890.
R. M. Brody, Clerk of Court.

Seal

To the Clerk:

Issue Summons for above defendants returnable according
to law. Endorsed for "Judgment ^{and} Foreclosure of mortgage."

Cole ^{and} Bales, Attys. for Plt.

Summons

Afterward, on the 5th day of March, 1890, a summons was issued by the Clerk of said Court, indorsed as follows:

5955

The State of Ohio,
Union County ss

To the Sheriff of said County:

You are hereby commanded to notify George W. South and Anna B. South that they have been sued by Phineas Bell in the Court of Common Pleas of said Union County, and that unless they answer by the 5th day of April, 1890, the petition of the said plaintiff against them filed in the Clerk's office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this summons on the 17th day of March, 1890.

Witness my hand and the seal of said Court, this 8th day of March, 1890.

Seal R. M. Leroy, Clerk.

Indorsed: "Action for judgment ^{and} to foreclose mortgage."

Sheriff's Return

And on the 11th day of March, 1890, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows: The State of Ohio,

Service	45
Mileage	1 60
Copy	40
Total	\$ 2 45

Union County, ss

Sheriff's Return.

Received this writ March 8th, A. D. 1890, at 10 o'clock P. M. and pursuant to its command on the 10th day of March 1890 I served the same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named George W. South, defendant. Anna B. South not found.

Thomas Martin Sheriff.

Amended Petition

Afterward, on the 23rd day of May, 1890, an Amended Petition was filed with the Clerk of Court, which reads as follows:

5955

Phineas Bell, Plaintiff

vs.
George W. South and
Villa Wallace, a minor, Defendants.

Court of Common Pleas
Union County, Ohio

For a first cause of action against said defendants George W. South and Villa Wallace the plaintiff Phineas Bell says there is due to him from the said George W. South on a promissory note made by the said George W. South and Anna B. South his wife in the lifetime of the said Anna B. South the sum of \$87⁵⁰ with interest from the 29th day of October 1887 at 8% per annum of which promissory note the following is a copy with the credits and endorsements thereon to wit:

- Ostrander, July 11th, 1887.
- One year after date we promise to pay to the order of Phineas Bell eighty seven ⁷⁵/₁₀₀ dollars, value received with interest at eight per cent. per annum.
- \$87⁵⁰ due.

George W. South
Anna B. South.

The following endorsements are on said note: September 8th, 1888 Received interest to date. Interest to October 29th, 1889.

And for a second cause of action against said George W. South and Villa Wallace plaintiff says that there is due to him from the

said George W. South on a promissory note made by the said George W. South and Anna B. South his wife in the life time of the said Anna B. South the sum of \$87⁵⁰ with interest at 8% per annum from the 11th day of July 1857 of which promissory note the following is a copy with all the credits and endorsements thereon, to wit:

Ostrander, July 11th, 1857.
 " Two years after date we promise to pay to the order of Phineas Bell eighty seven and ⁵⁰/₁₀₀, value received with interest at 8% per annum.
 " \$87⁵⁰ due.
 George W. South
 Anna B. South

There are no credits or endorsements on said note.

And to secure the payment of said promissory notes heretofore mentioned according to the tenor and effect thereof the said George W. South and Anna B. South his wife (in the life time of the said Anna B. South) duly executed, acknowledged and delivered to the plaintiff, the said Anna B. South joining with her said husband in the granting part, the signing and acknowledgement thereof, their certain deed bearing date on the 11th day of July 1857 and thereby conveyed to the plaintiff in fee simple freed from all rights including that of dower of the said Anna B. South in and to the said the following described lands, tenements and hereditaments, situate in the County of Union and State of Ohio.

Beginning at a stone at the edge of the free pike road leading from Columbus to Bellefontaine where the pike crosses the State road leading from Belle Point to Big Darby: thence N. 50- W. 160 feet to a stake: thence S. 47- W. 230 feet to a stake: thence S. 52- E. 210 feet to the State road: thence N. 35- E. 260 feet to the place of beginning, except a lot in the north-east corner of the described land deeded to the Trustees of Jerome Township, Union County, Ohio, said lot being 65 feet long and 45 feet wide as per deed the balance is herein conveyed.

Said deed was delivered to the Recorder in the Recorder's Office of said County for record according to law on the 15th day of August 1858, at 10³⁰ o'clock A. M. and was duly recorded in Book 27, Page 195 Mortgage Records. Said deed has a condition thereunder written as follows: "The condition of this deed is such that whereas the said George W. South and Anna B. South have executed and delivered to the said Phineas Bell their two promissory notes bearing even date herewith calling for \$87⁵⁰ each and due in one and two years respectively. Now if the said George W. South and Anna B. South their heirs, executors or administrators shall well and truly pay the aforesaid notes and interest according to the tenor thereof to the said Phineas Bell's heirs and assigns, then the above deed shall be void otherwise the same shall remain in full force and virtue in law.

That the said George W. South and Anna B. South have wholly failed to pay said notes or the interest thereon or any part thereof though the same are past due wherefore said deed of mortgage has become absolute. That the real estate herein

described was the separate estate of the said Anna B. South and that the said George W. South has an interest therein as the surviving husband of the said Anna B. South.

That on the 30th day of May, 1888 the said Anna B. South died leaving the said Villa Wallace her only child and heir at law. That there was no administrator of the estate of the said Anna B. South deceased. Wherefore the plaintiff asks for judgment against said George W. South for the sum of \$175.⁰⁰ with interest at 8% per annum on \$87.⁵⁰ thereof from October 29th, 1879 and on \$87.⁵⁰ thereof at 8% from July 11th, 1887, that said premises be sold as upon execution to satisfy said plaintiffs mortgage indebtedness from said George W. South and Anna B. South and the judgment by plaintiff so to be obtained, and for costs and all proper relief.

B. C. Bales

State of Ohio,
Union County ss.

Attorneys for Plaintiff

B. C. Bales being first duly sworn according to laws says he is one of the attorneys for plaintiff, that the above pleading is founded on written instruments for the payment of money which instruments are in the possession of affiant and that the facts stated are as he believes true.

B. C. Bales

Sworn to and subscribed before me this 23rd day of May 1890
(Seal) R. M. Leroy, Clerk

Præcipe To the Clerk:

By W. M. Winget, Deputy

Issue Summons for Villa Wallace returnable according to law, endorsed Judgment and Foreclosure of Mortgage.

B. C. Bales, Plff's Atty.

Summons

Afterward, on the 23rd day of May, 1890, a Summons was issued by the Clerk of said Court, indorsed as follows:

5955 The State of Ohio,
Union County

To the Sheriff of said County

You are hereby commanded to notify Villa Wallace that she and others have been sued by Phineas Bell in the Court of Common Pleas of Union County, and must answer by the 21st 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 2nd day of June, A. D. 1890.

Witness my hand and the seal of said Court, this 23rd day of May, A. D. 1890.

R. M. Leroy, Clerk

{ Seal }

By W. M. Winget, Deputy.

And on the 2nd 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:

Service	\$30
Mileage	2 00
Copy	20
Total	\$50

The State of Ohio,
Union County, | Sheriff's Return

Received this writ May 23rd, 1890, at 10 o'clock A. M. and served same by leaving a certified copy thereof with

Entry

5955

Answer of
Guardian
Ad Litem

5955

Entry

5955

the endorsements thereon at the usual place of residence of the within named Villa Wallace, defendant on the 29th day of May, 1890.

Thomas Martin, Sheriff.

Endorsed: "In action for Judgment and Foreclosure of Mortgage."

Entry

Afterward, on the 19th day of June, 1890, an Entry was made on the Journal by the Clerk of said Court.

5955

Phineas Bell

vs.

Journal 15, Page 340.

George W. South et al

It appearing to the Court that the defendant Villa Wallace is a minor of the age of fourteen years and has neglected for twenty days from return of summons served upon her to apply for a guardian ad litem on motion of the plaintiff John M. Brodrick is hereby appointed guardian for the suit for said minor defendant. And now comes the said John M. Brodrick and in open Court accepts said appointment.

Answer of Guardian

Ad Litem

Afterward, on the 19th day of June, 1890, an Answer by Guardian Ad Litem was filed by the Clerk of said Court, to wit:

5955

Phineas Bell,

vs.

Court of Common Pleas, Union County, Ohio

George W. South et al

Now comes John M. Brodrick and says he is the duly appointed guardian ad litem of Villa Wallace minor defendant herein and for answer to plaintiffs petition says he denies all the allegations in said petition contained so far as they effect the interests of said Villa Wallace.

John M. Brodrick.

Entry

Afterward, on the 23rd day of June, 1890, an Entry was made on the Journal by the Clerk of said Court, to wit:

5955

Phineas Bell

vs.

Journal 15, Page 345.

George W. South et al

This cause now coming on for hearing was submitted to the Court on the petition and amended petition, the answer of John M. Brodrick the duly appointed and qualified guardian ad litem of Villa Wallace defendant who was duly served with summons herein and the evidence and on consideration hereof the Court find on the issue joined for the plaintiff, and the Court find that the defendant George W. South 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 and amended petition are thereby confessed by him to be true, and the Court further find that the said Anna B. South died on or about the 30th day of May 1888 leaving her husband the said George W. South and Villa Wallace her only child and heir at law, and that there is due the plaintiff on the promissory notes set forth in the petition with interest at 8% to the first day of this term the sum of \$197¹⁵.

The Court further find that in order to secure the payment

of said notes the defendants George W. South and Anna B. South his wife executed and delivered to said Phineas Bell their plaintiff their certain mortgage as in the petition described that said mortgage was duly recorded in Book 27, Page 195 of the Record of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore considered, adjudged and decreed that unless the defendants George W. South and Villa Wallace shall within one day from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest at 8% per annum from the 24th day of May 1890 the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Afterward, on the 24 day of June, 1890, an Order of Sale was issued by the Clerk of said Court.

Order of Sale

The State of Ohio,
Union County, ss

The Sheriff of said County - Greeting:

5955

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 23rd day of June 1890 Phineas Bell obtained a Judgment ^{and} Decree against George W. South and Villa Wallace for the sum of One hundred and ninety-nine ^{and} $\frac{15}{100}$ dollars, and Eleven ^{and} $\frac{5}{100}$ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, ordered, adjudged and decreed, that the said George W. South and Villa Wallace within one day from the 26th day of May, 1890, pay unto the said Phineas Bell the said sum of One hundred and ninety-nine ^{and} $\frac{15}{100}$ dollars with interest from the 26th day of May, 1890, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and Executions at law, to sell the real estate described in the plaintiff's petition &c. And Whereas, the one day aforesaid have fully expired, and the said sum of One hundred ^{and} ninety-nine ^{and} $\frac{15}{100}$ 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:

Beginning at a stone at the edge of the free turnpike road leading from Columbus to Bellefontaine where the pike crosses the State road leading from Belle Point to Big Darby: thence N. 50 - W. 160 feet to a stake: thence S. 47 - W. 230 feet to a stake: thence S. 52 - E. 210 feet to the State road: thence N. 35 E. 260 feet to the beginning except a lot in the N. E. corner of the described land deduced to the Trustees of Jerome Township, Union County Ohio said lot being 65 feet long and 45 feet wide.

Sheriff's Return

5955

Proof of Publication

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We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you 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 24th day of June, 1890.

(Seal) R. M. Brown, Clerk.

Sheriff's Return

And on the 28th day of July, 1890, the Sheriff of said County returned said writ to the Clerks office in said County which return is as follows:

The State of Ohio,

5-955-

Union County ss: Sheriff's Return

Service	\$ 60	Received this writ the 24 th day of June, A. D. 1890 and on the 24 th day of June, 1890, I called an inquest of John W. Kuhns, Robert Wright and B. J. Brughman 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: \$517 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 advertisements 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.
Devy	50	
Sum. Apis.	1 20	
Swear.	25	
Writing Appl.	30	
Copy of "	30	
Notice to Ctr.	30	
Affidavit ..	30	
Writing Notice	30	
Mileage	1 60	
Roundage	5 25	
Return	25	
Total	11 15	
Appraisers Fee	3 00	
Printers Fee	12 00	

And on the 26th day of July, A. D. 1890 at the door of the Court House, in Marysville, Ohio, at the hour of one o'clock P. M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and then and there struck off and sold the same to Dr. W. C. Vigor for the sum of three hundred and fifty dollars he being the highest bidder therefor, and the same bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of Publication

5-955-

Afterward, on the 24th day of July, 1890, a Proof of Publication was filed with the Clerk of Court, to wit:

Sheriff's Sale

Phineas Bell

vs.

G. W. South et al

An Order of Sale.

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday July 26th, 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: Beginning at a stone in the edge of the free turnpike road leading from Columbus to Bellefontaine where the pike crosses the State road leading from Belle Point to Big Darby: thence N. 50- N. 160 feet to a stake: thence S. 47- N. 230 feet to a stake: thence S. 52- E. 210 feet to the State road: thence N. 35 E. 260 feet to the beginning except a lot in the N. E. corner of the described land deeded to the Trustees of Jerome Township, Union County, Ohio, said lot being 65 feet long and 45 feet wide. Appraised at \$517.⁰⁰ Terms of Sale, Cash.

Thomas Martin Sheriff of Union Co., Ohio

Afterward, on the 25th day of July, 1890, the following Motion was filed with the clerk of said Court.

Motion
 5955
 Phineas Bell vs. Motion to set aside Appraisement.
 G. W. South et al

Now comes the said George W. South one of the defendants herein and moves the Court to set aside the appraisement of real estate of said defendant made under the order of sale in this case.

For grounds of this motion he says: the valuation aforesaid is far below the market price and true value of said property in money, and a forced sale under said appraisement would enable the property to be taken at a ruinous sacrifice. Said property is the homestead of said G. W. South. Said valuation was made under erroneous instructions and suggestions. P. B. Cole & Son, Attorneys for G. W. South, Defendant.

Motion
 5955
 Afterward, on the 30th day of July, 1890, a Motion was filed with the clerk of said Court, to-wit:

Motion
 5955
 Phineas Bell vs. Motion to set aside Decree and Sale.
 G. W. South et al

Now comes the defendant George W. South and moves the Court to set aside the sale made in above cause, for grounds he says:

1st. The appraisement of said property was too low, and to allow this sale to stand would be a great sacrifice of the property. The low appraisement was the result of a misunderstanding on the part of the appraisers and was protested against by him before the sale.

2nd. The said decree and order of sale are invalid for the reasons following: (A) The Court had no jurisdiction of defendant Villa Wallace, a minor, as appears of record, either to appoint a guardian or make the order. (B) There is record of appointment of guardian in the case or facts justifying the appointment without some action of the minor or omission on her part, which defects in the proceedings invalidate the decree and would invalidate the salability of the property.

3rd. There is no record of leave to amend the petition, and there was no new summons on him on the amended petition though it was amended after the rule day was out and said decree was taken by default all of which would tend to impair the salability of the property under said decree. Said defendant moves the Court

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to set aside said decree and for leave to plead to said amended petition for the reasons above stated. P. B. Cole ^{4th} Son

Motion

5955

Afterward, on the 1st day of August, 1890, a Motion was filed with the Clerk of Court, to wit:
Phineas Bell
vs.
G. W. South et al
Motion to strike from the files.

1st. Plaintiff moves the Court that the motion of the defendants to set aside the appraisement herein and the affidavits in support thereof filed July 25th 1890 be stricken from the files for the reason that same were filed after final judgment and decree herein June 23rd 1890 and no notice thereof was served on plaintiff or his attorney in writing as required by law.

2nd. Plaintiff moves the Court that the motion to set aside the decree and sale herein filed by the defendants July 30th 1890 be stricken from the files for the reason that same was filed after final judgment and decree herein and no notice thereof was served on plaintiff or his attorneys in writing as required by law.

Entry

5955

Afterward, on the 7th day of November, 1890, an Entry was made on the Journal by the Clerk of Court, to wit:
Phineas Bell
vs.
G. W. South et al
Journal 15, Page 405

On motion J. W. Beach was made a party defendant with leave to file answer and cross petition and same filed.

Entry

5955

Afterward, on the 7th day of November, 1890, an Entry was made on the Journal by the Clerk of Court.
Phineas Bell
vs.
G. W. South et al
Journal 15, Page 406

This cause coming on for hearing on motion of the defendant George W. South to set aside sale, appraisement and to open up the judgment and order heretofore rendered herein as to the defendant Villa Wallace on consideration of the Court and by agreement it is ordered that said appraisement and sale be set aside and that judgment herein be opened up as to Villa Wallace.

Cross-

Petition

J. W. Beach

Afterward, on the 7th day of November, 1890, a Cross-Petition was filed with the Clerk of said Court.
Phineas Bell
vs.
George W. South et al
Court of Common Pleas,
Union County, Ohio.

The defendant J. W. Beach for his answer and cross-petition herein says he admits the allegations of the petition to be true and he says the estate of Anna B. South deceased is indebted to him for funeral expenses of said Anna B. South upon account in the sum of \$50⁰⁰

with interest thereon at 6% per annum from May 30th, 1888, a copy of which account is as follows:

Plain City, Ohio, May 30th, 1888.

Anna B. South's estate Dr. to

J. W. Beach for Undertaking

To 1 Basket, ----- \$ 40.⁰⁰

" 1 Robt, ----- \$ 5.⁰⁰

" Use of Hearse ----- \$ 5.⁰⁰

" Proof of Claim, ---- \$.⁵⁰ Total \$ 50.⁵⁰

Plaintiff says that about August 11th, 1889 there was paid on said account in potatoes .40 leaving the balance due thereon as aforesaid \$50.⁵⁰ with interest from May 30th, 1888 which is due and unpaid.

Plaintiff says that said Anna B. South died about May --- 1888 leaving her husband and said George W. South and one child named Villa Wallace who is a minor over fourteen years old and whose place of residence is with said George W. South in Jerome Township, Union County, Ohio; that she died in said County of Union and that she left no personal property, and no administrator has ever been appointed on her estate. A copy of his account is hereto attached.

Wherefore the said J. W. Beach asks judgment against the estate of said Anna B. South in the sum of \$50.⁵⁰ with interest at 6% from May 30th, 1888, that said sum be ordered paid him out of the proceeds of the sale of real estate described in petition upon distribution if same shall be sold and for such relief as may be proper in law or equity.

Cole ^{and} Bales,
Attorneys for J. W. Beach.

State of Ohio
Union County ss.

Edward C. Cole being first duly sworn according to law says he is one of the attorneys for said J. W. Beach defendant, that said J. W. Beach defendant is not a resident of Union County Ohio, and that the facts stated and allegations in the foregoing cross petition are true as he believes.

Edward C. Cole.

Sworn to and subscribed before me this 7th day of August, 1890.

R. W. Brody, Clerk

By W. M. Winger, Deputy

Seal

Afterward, on the 10th day of November a Praecipe for Summons was filed with the clerk of Court, to wit:

Praecipe

5-9-55

Phineas Bell

(vs)

George W. South et al

To Clerk: Issue Summons to Sheriff for George W. South and Villa Wallace an infant under 14 years of age who resides with said George W. South.

Cole ^{and} Bales, Attorneys for Plaintiff.

Summons

Afterward, on the 8th day of November 1890, a Summons was issued by the clerk of said Court indorsed as follows:

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August, 1890.
 Clerk
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 Summons

George W.
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 Plaintiff.
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The State of Ohio,
 Union County

To the Sheriff of said County

You are hereby commanded to notify George W. South and
 Villa Wallace an infant under 14 years of age that they have been sued
 by Phineas Bell in the Court of Common Pleas of Union County, and must
 answer by the 6th 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 17th day of
 November, A. D. 1890.

Witness my hand and the seal of said Court, this 8th day of
 November, A. D. 1890. R. M. Leroy, Clerk
 W. M. Winget, Deputy.

Seal

And on the 13th 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: The State of Ohio.

Service	\$ 30
Ad. Dfts	15
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Copy	40
Total	2 85

Union County | Sheriff's Return
 Received this writ November 8th, A. D. 1890 at 9 o'clock
 A. M. and served same by delivering a certified copy thereof
 with the endorsements thereon to each of the within named
 defendants on the 13th day of November 1890. I also served
 by delivering a certified copy of this writ to George W. South the person
 with whom said minor resides on the 13th day of November 1890.
 Thomas Martin, Sheriff.

Motion

5-9-55

Endorsed: "In action for Foreclosure."
 Afterward, on the 3rd day of December 1890, a motion was filed with
 the Clerk of said Court as follows:
 Phineas Bell Plaintiff | Motion for the appointment of a
 vs. | Guardian Ad Litem.
 George W. South et al. Defendant.

Entry

5-9-55

The plaintiff now comes and moves the Court for the
 appointment of a Guardian Ad Litem for the defendant Villa Wallace
 who is a minor under the age of 14 years.
 Afterward, on the 3rd day of December 1890, an entry was made
 on the Journal by the Clerk of said Court, to wit:
 Phineas Bell Plaintiff. | Journal 15, Page 442
 vs. |
 George W. South et al. Defendants

Answer

5-9-55

It appearing to the Court that the defendant Villa Wallace
 is a minor under the age of fourteen years and has been duly and
 legally served with summons herein on motion of the plaintiff N. P.
 Hoopes is hereby appointed Guardian for the suit for said minor
 defendant. And now comes the said N. P. Hoopes and in open
 Court accepts said appointment.
 Afterward, on the 3rd day of December, 1890, an Answer by Guardian
 Ad Litem was filed by the Clerk of Court, to wit:
 Phineas Bell, Plaintiff | Court of Common Pleas,
 George W. South et al. Defendant | Union County, Ohio.

Villa Wallace minor defendant by W. T. Hoopes her Guardian Ad Litem for answer to the petition denies all the allegations therein contained and says that she is of tender years and asks the Court to protect her rights and grant her such relief as may be proper.

W. T. Hoopes, Guardian Ad Litem of Villa Wallace.

Entry

5955

Afterward, on the 13th day of February, 1891, an Entry was made on the Journal by the Clerk of said Court.

Phineas Bell, Plaintiff

Court of Common Pleas,
Union County, Ohio.

vs.

George W. South et al. Defendant

This cause coming on for hearing was submitted to the Court on the amended petition of the plaintiff, the answer of Villa Wallace by her Guardian Ad Litem W. T. Hoopes, the cross-petition of J. W. Beach and the evidence and the Court find that the defendant Villa Wallace has been duly served with summons in this case and that George W. South has been duly served with summons and is in default for answer and demurrer and that the allegations of the amended petition and the cross-petition are thereby confessed by him to be true.

And the Court further find that the said Anna B. South died on or about the 30th day of May 1888 intestate leaving her husband the said George W. South and Villa Wallace her only child and heir at law, and that no administrator has been appointed on her estate, and that there is due the plaintiff on the promissory notes set forth in the petition with interest at 8% from the first day of this term the sum of \$209 ¹⁵/₁₀₀.

The Court further find that in order to secure the payment of said notes the defendants George W. South and Anna B. South who was the wife of said George W. South executed and delivered to said plaintiff their certain mortgage as in the petition described, that said mortgage was duly recorded in Book 27, Page 195 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.

And the Court further find that the estate of said Anna B. South is indebted to the plaintiff Isaac W. Beach on the account set up in his cross-petition in the sum of \$58 ¹⁰/₁₀₀ for funeral expenses of said Anna B. South and that she left no personal estate and that the said George W. South is in default for answer or demurrer thereto and the allegations of said cross-petition are thereby confessed by him to be true.

It is therefore considered by the Court that the said Isaac W. Beach recover from the said defendants George W. South and Anna B. South the said sum of \$58 ¹⁰/₁₀₀ with interest at 6% per annum from February 9th, 1891, and his costs herein expended taxed to s---

It is therefore considered by the Court that the plaintiff Phineas Bell recover from the defendant George W. South and Anna B. South the said sum of \$209 ¹⁵/₁₀₀ heretofore respectively found due him.

And it is further adjudged and decreed that

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unless said defendant George W. South and Anna B. South shall within one day from the date of this decree pay or cause to be paid to the clerk of this Court the costs in this case and to the plaintiff and the defendant Isaac W. Beach the sums so found due them as aforesaid with interest at 5% on plaintiffs claim and at 6% on said Isaac W. Beach's claim from February 9th, 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 this County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order and leave is given Villa Wallace to file answer instant, and the rights of said Villa Wallace in the premises described in the petition are reserved for adjudication until hearing upon distribution of proceeds of sale of said premises.

Order of Sale Afterward on the 16th day of February, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,

5953 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 13th day of February 1891 Phineas Bell obtained a Judgment and Decree against George W. South et al for the sum of two hundred ⁹/₁₀₀ and nine ¹⁵/₁₀₀ dollars and seventeen ⁵/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered adjudged, and decreed, that the said George W. South et al within one day from the 13th day of February, 1891, pay unto the said Phineas Bell the said sum of two hundred and nine ¹⁵/₁₀₀ dollars with interest from the 9th 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 one day aforesaid have fully expired, and the said sum of two hundred and nine ¹⁵/₁₀₀ 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:

Beginning at a stone in the free turnpike road leading from Columbus to Bellefontaine where the pike crosses the State road leading from Belle Point to Big Darby: thence N. 50 - N. 160 feet to a stake: thence S. 47 - N. 230 feet to a stake: thence S. 52 - S. 210 feet to the State road: thence N. 25 - S. 260 feet to the beginning, except a lot in the north-east corner of the described land dedded to the Trustees of Jerome Township, Union County, Ohio, said lot being 65 feet long and 45 feet wide.

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 16th day of February, A. D. 1891. (Seal) R. M. Leroy, Clerk.

Sheriffs Return. Endorsed: "Judgment and decree of \$209.⁰⁰ for Phineas Bell at 6% from February 7th, 1891; and judgment of Isaac Beach for \$58.⁰⁰ and interest from February 7th, 1891. Plaintiffs costs \$17.⁵⁰, Defendants costs \$10.⁵⁰, Increase costs \$5.⁷⁵ Cole and Bales, Plffs. Atty.

And on the 28th day of March, 1891, the Sheriff of said County returned said writ to the Clerk's office of said County which returns as follows:

Service	\$ 60
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Swear.	25
Writing Apil.	30
Copy of "	30
Notice to Printer	30
Affidavit to "	30
Writing Notice	30
Mileage	1 60
Poundage	2 65
Return	25
Total	8 55
Appraisers Fee.	3 00
Printers Fee	12 00

The State of Ohio,
 Union County \$5: Sheriff's Return.
 Received this writ the 16th day of February A. D. 1891 and on the 17th day of February A. D. 1891 I called an inquest of J. B. M. Campbell, B. S. Lane and F. M. Gardner 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: \$575.⁰⁰) 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 week) before the day of sale by advertisement in the "Marysville Tribune" a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 21st day of March A. D. 1892 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 Phineas Bell for the sum of hundred and eighty-four dollars, he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.
 Thomas Martin Sheriff.

Afterward on the 30th day of March 1891, a Proof of Publication was filed with the Clerk of said Court, to wit:

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of Publication

Thineas Bell
vs.
George W. South et al

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

By virtue of the above stated writ to me directed from
the Court of Common Pleas of Union County, Ohio, I will offer for
sale at the north door of the Court House in Marysville, Ohio, on
Saturday March 21st, 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 and State of Ohio, and
bounded and described as follows: Beginning at a stone in the
free turnpike roading leading from Columbus to Bellefontaine,
where the pike crosses the State road leading from Belle Point to
Big Darby: thence N. 50 - W. 160 feet to a stake: thence S. 47 - W. 230
feet to a stake: thence S. 52 - E. 210 feet to the State road: thence
N. 25 - E. 260 feet to the beginning, except a lot in the north-east
corner of the described land deeded to the Trustees of Jerome
Township, Union County, Ohio, said lot being 65 feet long and 45
feet wide. Appraised at \$575⁰⁰. Terms of Sale, Cash.

Thomas Martin, Sheriff Union County, O.

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 February 18th
1891.

W. O. Shearer.

Sworn to and subscribed before me, this 30th day of March 1891.

Seal

R. M. Croy, Clerk.

Afterward on the 11th day of November, 1891, an Answer was
filed with the Clerk of said Court, to-wit:

Thineas Bell, Plaintiff

Answer
of
Guardian
Ad Litem

vs.
George W. South et al Defendant

Court of Common Pleas,
Union County, Ohio.

Villa Wallace minor defendant by W. J. Hooper her Guard-
ian ad litem for answer to the petition denies all the allegations
therein contained, and says that she is of tender years and asks
the Court to protect her rights and grant her such relief as is
proper. Further answering he says that at the time of the
purchase of the land and execution of the mortgage in the peti-
tion described the sum of \$400⁰⁰ was paid by said Anna B. South
viz: \$200⁰⁰ for herself and \$200⁰⁰ of money she then held in trust
for said infant, and said G. W. South was to pay \$200⁰⁰ and
they were each to own ¹/₃ of said property; and it was agreed be-
tween said Anna B. South and George W. South then as aforesaid
said trust being fully expressed and understood between them as
to the \$200⁰⁰ of said infant, that the same was invested to and
for her use and benefit in said land. And the said plain-
tiff well knew at the time that \$200⁰⁰ of said money was paid

as aforesaid out of said trust fund on behalf of said Villa Wallace
Wherefore she says she has a just claim on the proceeds of
said property which is prior and better than the mortgage claim
of plaintiff, and she prays that her rights may be protected and such
decree made in the cause as will become to her her just proportion
of said proceeds and for all proper relief.

W. T. Hoopes, Guardian Ad Litem.

Demurrer
to
Answer of
Villa
Wallace

Afterward, on the 11th day of November, 1891, a Demurrer was
filed with the Clerk of Court, to wit:

Phineas Bell, Plaintiff

vs.

George W. South et al. Defendant

Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff and demurs to the Second Defense
of the separate amended answer of Villa Wallace on the ground
that said answer does not state facts sufficient to constitute a
defense. Cole & Bates,
Attorney for Plaintiff.

Second
Amended
Answer

Phineas Bell, Plaintiff

vs.

George W. South et al. Defendant

Court of Common Pleas,
Union County, Ohio.

Villa Wallace defendant by W. T. Hoopes her Guardian ad litem
now comes, and for answer herein says she denies each and every al-
legation in the petition contained and says that she is of tender
years and asks the Court to protect her rights and grant her such
relief as is proper.

Further answering she says that said lands were bought
for and on behalf of Anna B. South, said Villa Wallace, and
George W. South for a consideration of \$600⁰⁰ one-third of which was
to be paid by each of them, and each to have a one-third owner-
ship therein. And that the one-third of said Villa Wallace
was paid as a down payment by said Anna B. South out of money
of said infant, and one-third thereof was paid by said Anna B.
South for her own share; said George W. South paid \$25⁰⁰ only, and
the title for said lands was taken in the name of said George W.
and Anna B. South because of the infancy of said Villa Wallace
and for convenience, and said mortgage given for the deferred
payments. She further says that said investment of her
money was against her interests being at great risk of its total
loss, and great loss has resulted. And that said plaintiff had
notice and knowledge of the above facts at the time of said trans-
action and knew of her said described equitable interest in
said property arising from said facts, and therefore she says the
proceeds of said property should be applied in satisfaction of her
equities and she asks such relief as equity requires.

W. T. Hoopes.

Entry

Afterward, on the 21st day of November, 1891, an Entry was
made on the Journal by the Clerk of said Court, to wit:

Phineas Bell, Plaintiff,

George W. South et al. Defendant.

Journal 16, Page 62

5955

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This cause being heard on demurrer to the second defense of the separate answer of Villa Wallace by her Guardian ad litem W. T. Hoopes, the Court on consideration sustains the same and the defendant is allowed to amend his answer within five days.

Entry Phineas Bell Plaintiff
vs
George W. South et al. Defendant

Journal 16, Page 82.

This cause coming on for hearing on the demurrer of plaintiff to the second defense of the second amended answer of Villa Wallace by her Guardian ad litem on consideration the same is by the Court overruled to which the plaintiff accepts and leave to reply and same filed.

Reply Phineas Bell Plaintiff
vs
George W. South et al. Defendant

Court of Common Pleas,
Union County, Ohio

Now comes the plaintiff Phineas Bell, and for reply to the second amended answer of Villa Wallace by her Guardian ad litem W. T. Hoopes says that he admits that said lands described in the petition were bought for and on behalf of Anna B. South and George W. South for a consideration of \$600⁰⁰ and that the title for said land was taken in the name of George W. South and Anna B. South and that the said mortgage described in the petition was given to secure the deferred payments for the same and he denies each and every other allegations in the said answer contained.

Cole & Bales.

Attorneys for Plaintiff.

State of Ohio,
Union County ss:

Edward C. Cole, being first duly sworn says he is one of the attorneys for the plaintiff, that the above pleading is founded upon written instruments for the payment of money and said instruments are in his possession and that the facts stated are true as he verily believes.
Edward C. Cole.

Sworn to and subscribed before me this 6th day of November 1891.

Phineas Bell, Plaintiff
vs
George W. South et al. Defendant

Application for Homestead by
G. W. South. Filed December 5, 1891.

Now comes said George W. South and makes application to the Court for the award to him of the balance of the proceeds of the homestead sold in this case after paying the mortgage and all claim due said Villa Wallace in her of a homestead. And for grounds thereof he says said property was a homestead and sold as such on a mortgage including the allowance of a homestead and that he is the head of a family composed of himself and Villa Wallace a minor child of Anna B. South and composed a part of said decedents family at the time of her death occupying said premises then and ever since as a homestead, and he

claims said award under Sections 5437 ^{3/4} 5440 Revised Statutes.

G. W. South by

J. B. Cole his attorney

Afterward, on the 5th day of December an entry was made on the Journal by the Clerk of said Court.

Phineas Bell, Plaintiff

Entry

vs.

Journal 16, Pages 93 ^{3/4} 95

George W. South et al Defendant

5955

This cause now coming for hearing was submitted to the Court on the pleadings, to wit: the amended petition, the second amended answer of Villa Wallace by her Guardian ad litem W. F. Hoopes, and the reply to the said answer of Villa Wallace and the evidence, and, on consideration thereof, the Court find on the issue joined for the plaintiff and there is due the plaintiff from the defendant George W. South and Anna B. South on the promissory notes set forth in the petition with interest at 8% to the first day of this term viz: November 9th, 1891 the sum of two hundred and twenty-one ⁷⁷/₁₀₀ dollars.

The Court further find that in order to secure the payment of said notes the defendants George W. South and Anna B. South his wife executed and delivered to said Phineas Bell, the plaintiff their certain mortgage as in the petition described and on the premises therein described: that said mortgage was duly recorded in Book 27, Page 195 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 condition of said mortgage have been broken.

The Court further find that the title to said land was in George W. South and Anna B. South and that since the execution and delivery of the notes and mortgages described in the petition the said Anna B. South has departed this life intestate, leaving as her only child and heir at law the said defendant Villa Wallace and that no administrator has been appointed on her estate.

It is therefore adjudged and decreed that unless the defendants Villa Wallace and George W. South shall within one day from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest at 8% per annum from the 9th day of November 1891 the defendants equity of redemption be foreclosed.

The Court further finds that said premises described in the petition have been sold under a former order of this Court and on motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order 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 Phineas Bell by deed according to law the property so sold and a writ of possession is awarded to put said purchaser in possession.

Answer

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Entry

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And 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 three hundred and eighty-four (\$384.) dollars it is ordered that the Sheriff out of the money in his hands pay

First: - To the Treasurer of this County the taxes, penalty and interest against said property, to wit the sum of \$.

Secondly: The costs of this action taxed at \$--.

Thirdly: To the Plaintiff Phineas Bell the amount heretofore found due to him with interest, to wit: \$--.

And the defendant George W. South having made application to the Court for an exemption in lieu of homestead out of the balance of the proceeds of said sale on consideration the same is by the Court refused.

And the defendant Villa Wallace having made application to the Court for an exemption in lieu of homestead out of the balance of the proceeds of said sale on consideration the same is refused by the Court to all of which decisions, orders and judgments of the Court the defendants except and give notice of appeal and bond fixed at \$100⁰⁰.

And leave is given the defendant George W. South to file answer and answer filed claiming dower in the balance of the proceeds of said sale. And as to the further distribution of the proceeds of said sale this cause is continued and by consent it is ordered the Journal to be kept open thirty days to complete Bill of Exceptions.

Answer

Afterward, on the 5th day of December, 1891, an Answer was filed by the Clerk of said Court, to wit:

5955

Phineas Bell, Plaintiff

vs.

Court of Common Pleas, Union County, Ohio

George W. South et al. Defendant

Now comes the defendant George W. South and by leave of the Court files his answer herein and says: On the day of --- 18-- he intermarried with Anna B. South. On the --- day of --- 18-- said Anna B. South died having been seized during said coverture of an estate of inheritance in the property in the petition described.

That he is entitled to dower in said premises subject to the claims of said Villa Wallace set forth in her answer all of which he admits to be true. And he prays that his said dower right may be protected on final distribution in this case and for all proper relief.

P. B. Cole and Son,

Attorneys for George W. South.

Entry

Afterward, on the 11th day of February, 1892, an Entry was made on the Journal by the Clerk of said Court.

5955

Phineas Bell Plaintiff

vs.

Journal 16, Page 138

George W. South et al. Defendant

On motion an allowance of ten dollars as compensation to

the guardian ad litem of Villa Wallace to be taxed as costs in this case was made by the Court.

Attest
[Signature]
 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 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 4th day of October 1890, Robinson, Curry & Co. filed in the Clerk's office of the said Court of Common Pleas the following Petition against George B. Frazier et al. to-wit:

Petition

6170.

Robinson, Curry & Co. Plaintiffs
 vs.
 George B. Frazier, Nancy J. Frazier
 & William R. Hopkins, Defendants
 Church Bros. & Wild.

To the Court of Common Pleas
 Union County, Ohio.

The said plaintiff says: That it is a partnership firm doing business in the State of Ohio, under the firm name of Robinson, Curry & Co. and for its first cause of action, plaintiff says:

First Cause of Action: There is due plaintiff from the defendants George B. Frazier and Nancy J. Frazier the sum of two hundred and fifty dollars, and forty cents, which it claims, with interest from the 26th day of September 1890, on an account of which a copy with all credits, is hereto attached, marked Exhibit "A."

Second Cause of Action: The account in the first cause of action described, accrued for materials furnished by plaintiff on said George B. Frazier and Nancy J. Frazier's order in altering and repairing a dwelling house between the 6th day of May 1890, and the 27th day of September 1890, on certain premises of said George B. Frazier and Nancy J. Frazier described as follows: Situate in the County of Union and State of Ohio, and in the town of Marysville, bounded and described as follows: Beginning at the north-west corner of a lot of 38¹/₂ feet deeded by William R. Hopkins to George Emanuel Fox, on the 3rd day of February 1887: thence north with Court Street 27 feet to the south-west corner of a lot of 62 feet front also deeded by said Hopkins to said Fox: thence East 138 feet with the south line of said last named lot to the alley: thence south with the alley 27 feet to the north-east corner of said lot 38¹/₂ feet wide deeded to said Fox: thence west 138 feet with the north line of said last named lot to the beginning.

Said account accrued on the 27th day of September 1890, and on the 29th day of September 1890, plaintiff filed with the Recorder of this County, under the statutes providing for obtaining mechanics liens, an affidavit containing an itemized account of the amount and value of such work and labor, with all credits and off-sets with a statement of the amounts and times when the same should have been paid, together with a description of said lot upon which said dwelling house is situate and fully complied with the laws relating to mechanics liens, in order to obtain a lien, and the said statement and account is recorded in Book N^o - Page - - of said Recorder's Office.

No part of said indebtedness has been paid. The defendants William R. Hopkins & Church Bros & Weld claim some interest in the said premises, but plaintiff claims the same to be subordinate to its lien and ask that they be compelled to set forth their claim, if any they have or be forever cut off & barred.

Plaintiff therefore asks judgment against said George B. Frazer and Nancy J. Frazer in the sum of two hundred and fifty dollars and forty cents, with interest from the 26th day of September 1890, and that in default of payment thereof, said premises be sold, and the proceeds applied to the payment of said debt, and for all such other relief as is just.

J. B. Cameron,
The State of Ohio | Attorney for Plaintiff
Union County ss:

B. B. Robinson, being first duly sworn says: that the facts stated in the foregoing petition are true as he believes, and that he is one of the firm of said Robinson, Curry and Company, and is managing its business. B. B. Robinson.

Sworn to before me and signed in my presence this 30th day of September, 1890. R. D. Woodburn, Notary Public.

Mechanics' Lien

The State of Ohio,
Union County ss: | September 27th, 1890.

B. B. Robinson, a member of the firm of Robinson, Curry and Company being duly sworn, says the account hereto annexed marked "Exhibit A" is a true and correct account of the materials furnished by Robinson, Curry and Company to and for the said George B. Frazer and Nancy J. Frazer at said County and that the prices thereof set forth in said account are just and reasonable, and that there remains due and unpaid thereon the sum of two hundred and fifty and ⁴⁰/₁₀₀ dollars. That said materials were furnished at the time in said account mentioned, under and by virtue of a verbal contract between said Robinson, Curry and Company and said George B. & Nancy J. Frazer.

That said materials were furnished, in good faith for the purpose of altering and repairing a certain dwelling house standing on a lot of land hereinafter described.

And this affiant says that the said George B. and Nancy J. Frazer were at the time said contract was entered into, and said

costs in this case

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materials were furnished the owner of said dwelling house and real estate and that said building is situated upon a certain lot of land owned by said George B. and Nancy J. Frazier and which lot of land is described as follows, to-wit: Situated in the Village of Marysville, County of Union and State of Ohio, and known as a lot bounded and described as follows: Beginning at the north-west corner of a lot of 38 1/2 feet dedeed by William R. Hopkins to George Emmanuel Fox: thence north with Court Street 27 feet more or less to the S.W. corner of a lot 62 feet front also dedeed by said Hopkins to said Fox: thence east 138 feet with the S. line of said last named lot to the alley; thence South the alley 27 feet to the N.E. corner of said lot 38 1/2 feet wide: thence west 138 feet with the line of the last named lot to the beginning.

And this affiant further says that said Robinson, Curry & Company is the legal owner of the above mentioned claim. The said Robinson Curry & Company claims a lien on the premises, and they are now doing business in Ohio under the name of Robinson, Curry & Company.

C. L. Robinson.

Sworn to by said C. L. Robinson before me, and by him subscribed in my presence this 29th day of September, 1890.

J. L. Cameron, Notary Public in & for the County and State aforesaid.



Exhibit "A."

Marysville, Ohio, September 27, 1890.
Mr. George B. Frazier and Nancy J. Frazier, In Account with Robinson, Curry & Company, Lumber Dealers.

May 6	18 Ps 2x8-18 = 432	1.70	7 14	May 22	4 m 16" H. Shingle	2.40	9 60	12 10
"	4 " 4x4-16 = 85			"	23 2 1/2 m # Lath	2.75		6 88
"	2 " 2x8-16 = 43	12 81 60	2 05	"	" 14 ft. 2" Bed Mold			21
"	1 " 2x4-18 = 12	1.70	20	9 39	" 27 400" # 1 ash floor	3 25		13 00
May 7	48 Ps 2x4-16 = 512			"	" 400" # 1.8" floor	2.00	8 00	
"	38 " 2x4-12 = 304			"	1/2 m. 16" H. Shingle		1 20	9 20
"	42 " 2x4-14 = 392	12 81 60	19 32	"	29 6 Window fr. 24x32 made up	1.50	9 00	
"	4 m 16" H. Shingle	2.40	9 60	"	3 " " " 24x30	1.50	4 50	
"	1 Ps. 2x6-16		26	29 18	"	1 O.S. Door fr. 2' x 6' - 12		1 75
"	32 ft. Joice Beavers			32	"	2 " " " 2' x 6'	1.60	3 20
May 12	6 ft. Bulls	1.50		09	"	5 J " " " 2' x 6' - R.O.	2.50	3 75
"	13 1193 ft. # 1.8" Siding	2.00		23 86	"	22 ft. # 1 Board	3.00	66
"	15 692 " # 1.8" " "	2.00		13 84	"	31 2 m.w. Window fr. 12x30	1.50	3 00
"	17 64 " # B. Bds.	1.50	1 15		"	6 Hand of Sash 12x32		3 60
"	315 " # 1.8" Siding	2.00	6 30		"	5 " " " 12x30		3 00
"	2404 " Linn 1x3 Sheeting Lath	4.50	10 82	15 27	June 3	123 ft. # 2 B. Ceiling	1.80	2 21
"	76 ft. Pine for cornice	2.25	1 90		"	51 " # 1 " "	2.00	1 02
"	93 " # 2 Board	2.50	2 23		"	60 " Wainscoting cap		1 20
"	212 " Linn 1x4 # 3	1.00	2 12		"	120 " Linn 1x2 1/2 Sheeting Lath	48	4 91
"	80 " " 1x5 # 2	1.50	1 20		"	5 4 Ps 2x8-16 = 85		
"	32 " 2" Mold	1.50	1 98		"	7 " 2x8-12 = 112		
"	150 " 1/4 Round		90	10 33	"	12 " 2x6-14 = 168	365	1.60
"	22 480 " 1x3 Sheeting Lath	4.50	2 16		"	4 " 2x6-16 S 2 S = 64		5 84
"	12 " # 2 B. Bds.	1.50	22		"	2 " 2x6-14 " " = 28		
"	16 " Linn 1x3 # 3		12		"	1 " 2x6-12 " " = 12	1.04	2.1/2

June 5 150 ft
122.
52.
40 "
38 "
38.
42 "
9 300 L
4 Ps.
1 "
2 "
250 L
3/4 m.
36 ft.
28 "
12 300 ft.
300 "
48 ft.
12.
32 "
13 600 #
10 Bre
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17 84 ft.
18 72 "
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20 452 ft
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Dealers
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75 3 75
66 22 86
1 50 3 00
3 60
3 00 9 60
2 21
1 02
1 20
bath 48 4 91
5 84
2 60

June	5	150 ft. Sheeting	1 50	2 25				
"		122 # 3 ceiling		2 75				
"		52 # 3 floor		1 17				
"		40 # 2 bow	2 50	1 00				
"		35 Line 1x5 # 2	1 50	57				
"		35 " 1x6 # 2	2 00	76				
"		42 " 3" brown mold		95	17 89			
"	9	300 bath			82			
"		4 Ps. 2x4-12=32						
"		1 " 4x4-16=21						
"		2 " 2x4-16=21. 741 60		1 18				
"		250 Line Sheeting bath 40		1 00				
"		3/4 M. 18" H. Shingle		2 07				
"		36 ft. Line 1x8 # 3		72				
"		28 " 1x3		28	5 25			
"	12	300 ft. # 4 floor	2 00	6 00				
"		300 # 1 bath	2 75	83				
"		48 ft. 1/4 Round 60		29				
"		12 Line 6" O. H. Case	2 75	33				
"		32 " 1x4 # 2	1 25	40	7 85			
"	13	600 # 1 bath	2 75	1 38				
"		10 Breast B.d. Brackets	2 50	2 50				
"		6 Post	2 50	1 50				
"		2 Half	1 50	30	5 68			
"	17	84 ft. Sq. stops	50		42			
"	18	72 " O. H. "	75	54				
"		72 " Sq. "	50	86	90			
"	20	452 ft. Line 1x5 Pop	1 75	7 91				
"		304 " 1x8 "	2 60	7 90				
"		325 " 1/4 Round 60		1 95				

June	20	2 # 2 Doors 2' x 6'	1 65	3 30				
"		3 # 2 " 2' x 6'		4 50				
"		1 Sq. top sash door		2 75				
"		1 Transom 12x31		25	28 56			
"	23	2 L. sash doors	2 50		5 80			
"	25	8 Carpet strips	20		80			
"	27	48 ft. 1/4 bow	75		36			
"		48 " Line 1x2	50		24			
"		8 Rosettes	05		40	1 00		
Sept.	27	No Interest on Account				4 90		
							263 11	
<u>Credits</u>								
May	20	183 ft. Siding returned		3 66				
"	29	4 Ps. 2x10-18	120 1 60	1 92				
June	5	108 ft. # 1 ash floor	3 25	3 51				
"		16 ft. Manscoting cap		32				
"	23	2 Doors # 22' x 6'		3 30	12 71			
						250 40		

And on the 4th day of October 1890, a summons was issued by the Clerk of said Court endorsed as follows:

State of Ohio,
Union County: To the Sheriff of said County

You are commanded to notify William R. Hopkins that he and others have been sued by Robinson Curry and company in the Court of Common Pleas of Union County, and must answer by the 11th 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 13th day of October A. D. 1890.

Witness my hand and the seal of said Court, this 4th day of October A. D. 1890.

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

Seal

Endorsed: In action for Mechanics Lien.

And on the 13th 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, to wit: The State of Ohio.

Ser. ^g Return	\$	30
Mileage		32
Copy		20
Total	\$	82

Union County Sheriff's Return.
 Received this writ October 4th A. D. 1890 at 2 o'clock P. M.
 served same by delivering a certified copy thereof with the endorsements thereon to the within named William R. Hopkins defendant on the 8th day of October 1890.

Thomas Martin, Sheriff.

Answer of
 H. B. ^g
 Nancy
 Frazier

Afterward, on the 7th day of October, 1890, the following Answer was filed with the Clerk of said Court, to wit:

Robinson, Curry ^g Company, Plf.
 vs.
 George B. Frazier et al. Defts

To the Court of Common Pleas
 Union County, Ohio.
 Answer ^g Cross-Petition.

Now comes the said George B. ^g Nancy J. Frazier, and for their separate answer and by way of cross-petition say:

That the said William R. Hopkins was formerly the owner of the lands in the petition described; and that prior to and ever since the 7th day of February 1887, he was, and has been a widower and in feeble health.

That at the date last named the said Hopkins executed ^g delivered to these defendants a deed of general warranty for said premises for the nominal sum of two hundred and fifty dollars, which was expressed in said deed, but the real and true consideration was also expressed in said deed in the words following, to wit:

"The consideration of the above deed is to be paid as follows: that is to say: the said grantee and the survivor of them are to furnish the said grantor with a home, maintenance, reasonable care in sickness, washing, mending, and shelter so long as said grantor shall live. To the faithful performance by said grantors of said duty to said grantee a charge is hereby made upon the real estate conveyed."

These defendants say: that at the time said deed was made, the house on said lot an old dilapidated building, having been built on a line with the sidewalk with no yard in front, and it was joined on another old building. The lot and street had been filled up since it was built so that in times of hard rains the water would run into the house and over the floors, and would stand in pools under the house almost all the time rendering the house an unhealthy place to live in.

That immediately upon the execution of said deed, these defendants entered upon the performance of their said contract, they had been in the possession of said property ever since the 4th day of November 1886, and had boarded, and furnished said Hopkins with the comforts of a home from that time until said deed was made.

After the execution of said deed up to and including the 4th day of May 1890 they furnished said Hopkins with all the comforts named in said deed, and fully complied with the terms expressed in the said deed as to consideration.

That during the year 1889 there was organized in the

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village of Marysville in said County, a savings association, known as the Citizens Home, ^{and} Saving Company, the object of which among other things was to enable persons of moderate means, and industrious habits to deposit their small savings and enable them to improve and acquire property. These defendants became members of said Company, and early in the year 1890 they and said Hopkins began talking about improving the said property by detaching an old frame from the other building, and raising it up and moving it back from the sidewalk and putting on additional and repairs.

Finally during the month of June 1890 these defendants with the full knowledge and consent of said Hopkins, and with a view of making their said home more comfortable and health, completed their arrangements for said improvements, and it was also arranged that when said improvements were completed these defendants would draw money for said Saving Company and pay the expense of the said repairs and improvements, all of which was well known to said Hopkins and had his full approval and consent, and said Hopkins well knew that these defendants could not pay for said contemplated improvements except through said Savings Company. According to said arrangement these defendants rented a house and fitted it up for occupancy while said improvements were being made, and they also fitted up a comfortable room for said Hopkins in said rented house, so he would have a good place to stay while said repairs were going on. They then employed workmen and entered upon said work: they caused the roof to be saved from the other house and the frame detached, and had said house raised up and partly moved back when it was no longer fit for occupancy, and they then began to move into the house they had rented; all of which was done with the full knowledge of said Hopkins and with his acquiescence, and without any objection from him.

These defendants say: that after they had got torn up ready to move, one of said Hopkins children sent for him, and he went away and refused to go with them to said rented house although he had made his arrangements to go, and had expressed himself as fully satisfied, and these defendants had no knowledge until that day that he would not go with them, but on the contrary believed that every thing was being done to his full satisfaction.

These defendants say; that although said Hopkins refused to go with them to said rented house yet he never made any objection to said improvements being completed, and said house was then in such condition that it was best for all parties that said improvements be carried on and completed, and said Hopkins made no objection to the same being done, although he knew said defendants were going on with the work. It was on the 4th day of May 1890 that said Hopkins refused to stay with them, but up to that time they had performed every obligation that was named in said deed.

These defendants say that they continued said improvements without objection from said Hopkins, and with his full knowledge until they had the same completed. They caused said house

to be moved back from the side walk, filled up the lot where the house stood, made proper drains, enlarged and repaired said house according to the original plans, and for that purpose alone contracted the debt to said plaintiff and to said Church Brothers, ^{Weld}.

The said George B. Frazier is a plasterer, and he performed a large amount of work and labor on said house, and lot both in plastering and making other improvements: the defendants also spent money to pay carpenters and laborers, and for other materials, and for boarding hands, in all amounting to the sum of two hundred and eighty three dollars and thirty five cents, a full statement of which is hereto attached marked "Exhibit A." No part of said money has been repaid to these defendants, and they have never received any compensation for said labor.

These defendants say: that after said improvements were completed said Hopkins came to look at said house and expressed himself as well pleased with the work; these defendants had then moved back into said house and they again requested said Hopkins to come back ^{Weld} live with them as he had done before, but he declined to do so, and although these defendants have always been ready able and willing ^{Weld} desirous of furnishing said Hopkins a home with all the comforts named in said deed, he has ever since said ^{Weld} 4th day of May 1890 declined to accept the same.

These defendants say: that after the said work was completed and the said indebtedness incurred, the said Savings Company granted a loan of \$300⁰⁰ which would have enabled them to have paid of said liens. By the terms of said loan the defendants were to pay the money back into the Company's treasury at the rate of seventy five cents per week, and they were to secure the loan by making a mortgage on said house and lot, and by reason of said consideration being written in said deed the said Company required the said Hopkins to join in said mortgage, but he was not to assume any liability, or in any way to be bound for said loan, but was only to sign as giving his consent that said mortgage be made. The said Company prepared a mortgage, and this defendant George B. Frazier went with his attorney and requested said Hopkins to join in said mortgage, and said Frazier again requested said Hopkins to return to his home and live with him, but the said Hopkins said he could not sign the said mortgage without the consent of his children, and they would not give it, and said Hopkins refused to sign said mortgage, and the said loan failed, and these defendants were, and still are unable to pay said liens of plaintiff and Church Brothers ^{Weld}.

These defendants say: that they are both past the prime of life and that they depend upon their labor for support, and that they have no other means except the said property; that they have spent all their savings in making said improvements; that in accepting said deed and assuming the care of said Hopkins they were trying to provide a home for him, and for themselves in their old age. That from the 4th day of November 1886 to the 4th day of May 1890 they furnished said Hopkins with all the comforts of life, including boarding.

washing, lodging and care, and that they have fully performed all the requirements of said deed so far as the said Hopkins would accept the same, and they say that if said Hopkins would now sign said mortgage, so they could pay off said liens, that they would be able to carry said loan, and could furnish him a comfortable home and that they are still desirous of so doing, and they could and would care for him as long as he lives. That the improvements made by these defendants, and the care and maintenance they have already furnished him would be ample security to him in case there was any failure on the part of these defendants.

These defendants say: that the rental value of said house and lot as it was before the said improvements were made was not more than three dollars per month, and these defendants have paid all the taxes thereon, and that the care and maintenance furnished by them to said Hopkins was and is reasonably worth \$637⁰⁰ and that deducting therefrom rent at the rate aforesaid in the amount of \$154⁰⁰ would still leave a balance due to these defendants in the sum of \$533⁰⁰ which together with said sum of money due for labor and money paid for repairs and improvements would make the whole amount due, and which these defendants should receive in the event of the sale of said property the said sum of \$516.³⁵

These defendants say that they were induced to make said improvements by the said Hopkins. He talked about the importance of them and about the easy manner of making payment through the said Savings Association, and about it being necessary for the health of all in the house, and took part in making the plans and counseling about what should be done; and in every way urging these defendants on to make the same. They therefore aver that if said premises are sold, that after paying said mechanics liens the balance to the amount of \$516.³⁵ should in equity be paid to them.

These defendants therefore pray that in the event of said Hopkins still refusing to sign said mortgage thus causing the sale of said premises: that after paying the said mechanics liens the court order the said sum of \$516.³⁵ to be paid to these defendants as the next and best claim on said premises, and for all such other and further relief as may be equitable and just.

J. L. Cameron Attorney for
George B. and Nancy J. Frazier.

The State of Ohio,
Union County, ss

George B. Frazier being first duly sworn says: that the facts stated in the foregoing answer are true as he believes.

G. B. Frazier.

Sworn to before me and signed in my presence this 7th day of
October 1890. R. M. Leroy, Clerk
By W. M. Winget, Deputy

The issuing and service of Summons is hereby waived on the part
of William R. Hopkins October 28th 1890. William R. Hopkins
By John M. Brodrick his Attorney.

Exhibit	Showing Cost of Improvements &c.	\$
"A."	To building Woodhouse on lot	8 00
	To five days labor by G. B. Frazier	8 25
	To building north fence	4 50
	To building South fence	8 25
	To 12 bushel of lime	2 40
	To 4 bushel of hair for plastering	1 50
	To 16 loads of dirt to fill lot	2 40
	To labor on lot by G. B. Frazier	2 00
	To priming house	5 00
	To putting in pump	6 00
	To 2 flues	8 00
	To putting on front Veranda	7 00
	Paid Carpenters for work	41 35
	To boarding Carpenters	35 00
	Paid for sand for foundation &c.	17 00
	Paid for moving building	10 00
	To putting in two tile drains	6 00
	To expense and labor in plastering house	67 60
	Paid money for Insurance	6 50
	Paid Charles Sarves for labor	19 10
	To papering house	10 00
	Total	283 35

Answer of Cross Petition of William R. Hopkins vs. George B. Frazier, Nancy J. Frazier, William R. Hopkins and Church Brother and Meld, Defendant.

Afterward, on the 13th day of October, 1890 the following Answer of Cross Petition was filed with the Clerk of said Court.

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

And now comes the said defendant William R. Hopkins for answer to plaintiffs petition herein filed admits that said plaintiff is a partnership as stated in said petition, and admits that said William R. Hopkins claims some interest in said premises and denies each and every other allegation in said petition contained.

By way of cross-petition said defendant William R. Hopkins says, that on or about the 7th day of February 1887 he made a conditional deed to said defendants George B. Frazier and Nancy Frazier for the premises described in plaintiffs said petition. The condition contained in said deed was as follows, viz:

The consideration of the above deed is to be paid as follows: that is to say the said grantee and the survivor of them are to furnish the said grantor with a home, maintenance, reasonable care in case of sickness, washing, mending and shelter so long as said grantor shall live. To the faithful performance by said grantee of said duty to said grantor a charge is hereby made upon the real estate hereby conveyed. Said conditional deed was

Answer of Church Bros. and Meld. Geo. 6071 cross Ohio is de

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duly recorded in Volume 58, Page 572 of the Records of Deeds of Union County, Ohio. The consideration for said premises and named in said deed was two hundred and fifty dollars.

Said defendant William R. Hopkins says that said defendants George B. Frazier and Nancy Frazier failed to faithfully perform the conditions set forth in said deed, so that this defendant was compelled to, and did, on or about the -- day of -- A.D. 188- become an inmate of the Union County, Ohio, Infirmary, where he has continued to reside and be furnished with a home, maintenance, care &c: ever since at the public expense of said County.

The said defendant William R. Hopkins says that his said claim for the consideration of said premises, to-wit: the said sum of two hundred and fifty dollars is the first and best lien on said premises. The said defendant William R. Hopkins further says that under the Statutes of the State of Ohio all property or rights belonging to him at the time of his said admission to said Infirmary as aforesaid became and was the property of the Board of Infirmary Directors of said Union County Ohio, to hold in trust for the uses and purposes provided by said Statutes, and that the said Board of Infirmary Directors of said Union County, Ohio, are necessary parties to the final adjudication of this action.

Said defendant William R. Hopkins, therefore asks that said Board of Infirmary Directors be made parties defendant to this action.

That on the final hearing hereof said defendant be decreed said sum of two hundred and fifty dollars with six per cent. interest thereon from February 7th, 1887. That said premises be sold and so much of the proceeds as may be necessary be applied to the payment of said indebtedness, and for all other and proper relief in the premises.

John M. Brodrick, Attorney for
William R. Hopkins.

The State of Ohio
County of Union ss:

William R. Hopkins, the above named defendant, being sworn makes oath that the facts stated in the foregoing answer and cross-petition are as affiant believes true.

William R. Hopkins Sr.

Sworn to by said William R. Hopkins before me and signed by him in my presence this 13th day of October A.D. 1890.

R. M. Leroy, Clerk

By W. M. Knight, Deputy

Answer
of
Church Bros.
& Weld.

Afterward, on the 25th day of October, 1890, the following Answer was filed with the clerk of Court, to-wit:

Robinson Curry and Company
vs.
George B. Frazier et al
Plaintiff
Defendants

To the Court of Common Pleas
Union County, Ohio.

Now comes Church Brothers and Weld and for their answer and cross-petition say: that they are a partnership firm doing business in Ohio under the firm name of Church Brothers and Weld. That there is due them from the said George B. and Nancy Frazier upon an

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account, a copy of which is hereto attached, the sum of fifty-eight dollars with interest from June 27th, 1890, no part of which has been paid.

Second: That said account is for materials furnished for the alteration and repair of the house in the petition described.

That on the 21st day of August 1890 these defendants made oath to said account under the Mechanics Lien Laws of Ohio for the purpose of obtaining a lien upon said premises.

That said account and the affidavit thereto were on the 27th day of August 1890 filed with the Recorder of said County for record and the same was recorded in the Mechanics Lien Record of said County in Volume 3 Page 197 and the defendant aver that they have a lien upon the premises described in the petition equal to that of the plaintiff and prior to all other liens.

Wherefore these defendants pray that they may have judgment against the said George B. & Nancy Frazer for the said sum of fifty eight and ⁷⁷/₁₀₀ dollars with interest from the 27th day of June 1890, and that the same may be declared a lien upon the premises described in the petition and that if said judgment is not paid in a short day to be named by the Court that an order of sale issue to the Sheriff commanding him to sell said property according to law, and apply so much of the proceeds as may be necessary to the payment of said lien and for all proper relief.

J. D. Cameron, Attorney for Church Brothers & Weld.

The State of Ohio,
Union County ss:

T. D. Weld being sworn says that the facts stated in the foregoing answer and cross petition are true as he believes.
T. D. Weld.

Sworn to before me and signed in my presence this -- day of October 1890.
W. W. Merchant, Notary Public.

Marysville, Ohio, August 20th, 1890.

"A." Mr. George B. & Nancy Frazer, In Account with Church Brothers & Weld.

May	20	34 ft. Tin Valley	2 72	June	17	4 Lights 24x32	.55	2 20
"	26	1 Sheet Tin	20	"	6	" " 24x30	.50	3 00
"	27	2 gal. Linseed oil, ^{1.75} Brush ⁷⁵	2 15	"	16	" " 12x32	.25	4 00
"		1 ft. Knob Kicker ³⁰ 10 # ¹⁰ Flooring ²⁶	76	"	8	" " 12x30	.22	1 76
"		1/2 pt. Shellac	25	"		Points ¹⁰ , Putty ⁴⁰		50
"	29	2 gal. Raw Oil	1 40	June	20	1 Knob Lock		75
"	31	1 " " ⁷⁰ 4 # ¹⁶ Ocher	86	"	"	3 Mortise Locks ⁴⁰		1 20
June	3	2 # Wire Spikes	08	"	"	4 Run Locks ⁴⁵		1 80
"	4	12 Sets Window Balances ²⁵	3 00	"	"	8 pr. 3 1/2 x 3 1/2 Butts ¹⁰		80
"		1 Chisel ⁷⁰ , Screw Driver ¹⁰⁰	1 40	"	"	1 gro. Screws ³⁰ , 3 W. S. Bolts ⁰⁵		35
"		1 gro. Screws	36	"	21	5 # Wire finishing nails		20
"	5	5 # Spikes ²⁰ , 1 Drawing knife ⁶⁰	80	"	"	1 pr. Shears for Horse		60
"	6	5 # ¹⁰ Finishing Nails ²⁰ , 5 Spikes ¹⁸	38	"	24	64 ft. 4 in. Trough ¹⁰		6 40
"	9	2 Timbers	20	"	"	54 " 3 " conductor		5 40
"	10	10 # wire + 5 # 20 wire nails	50	"	25	1 light 24x30 D. S ⁷⁰ , 4 lights 10x24 ²⁵		1 70
"		1/2 gal. Raw Oil	85	"	"	1 " " 8x27		10
"		Roof Veranda 8x24 @ 6 ⁰⁰	52	"	27	2 # 8 # nails ⁰⁸ , 4 Do. ⁰⁰		2 8
"	11	3 # nails	10	"	"	3 1/2 # Putty ¹⁴ , 1 gro. screws ⁴⁰		3 4
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Cross
Petition
by
Infirmary
Directors.

Afterward, on the 11th day of February, 1891, an Answer ^{and} Cross-Petition was filed with the clerk of said Court.
Robinson, Curry ^{and} Company
vs. Plaintiff
George B. Frazier et al. Defendants.
Court of Common Pleas,
Union County, Ohio.

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Now come the Infirmary Directors of said County of Union and for their cross-petition in said cause say that said William R. Hopkins is now and for sometime past has been a lawful inmate of the Infirmary of said County supported as a pauper duly admitted as such.

That said Hopkins at the time he made the deed to said George B. and Nancy J. Frazier as set up in the answer of said Hopkins in this cause was the owner of said premises and owned nothing else ^{and} was a widower without any family. That in order to provide for his maintenance while he should live entered into a contract with said Fraziers, that he would convey said premises to them in consideration that they agreed with him that they would furnish the said Hopkins with a home, maintenance, reasonable care in case of sickness, washing, mending and shelter so long as he should live.

That said deed was made as alleged in said answer of said Hopkins and the terms of said agreement were stated in said deed as alleged in said answer, and no other consideration was paid or agreed to be paid therefor. Soon after said deed was made the said Fraziers failed to comply on their part with said agreement and the conditions mentioned in said deed, neglected and refused to furnish him a home and refused to furnish him with a maintenance and refused to give him reasonable care though he was sick and infirm in health and in every respect violated said agreement on their part and thereby deprived him of his only means of support and maintenance and thereby he became a pauper and was by legal proceedings taken under the care of said Infirmary and ever since has been maintained at said Infirmary. The claim for support and for a home and for care is the first and best lien on said lot by said Infirmary Directors for said Hopkins. They say the \$250⁰⁰ consideration mentioned in said deed was not the real consideration therefor but the real consideration was said agreement. The value of the care, maintenance and support of said Hopkins for the time he received into said Infirmary to the present time is --- \$.

Therefore said Infirmary Directors ask the Court to protect their rights as officers of said County and in case the sale of the premises that the proceeds thereof be entrusted to their care officially for the maintenance of said Hopkins and if the same be not sold that the deed aforesaid by said Hopkins be cancelled and said Hopkins restored to the ownership and possession of said premises for the benefit of said Infirmary Directors and they pray for such other and further relief as equity and justice may demand. Robinson ^{and} Woodburn
Attorneys for Infirmary Directors.

The State of Ohio.
Union County ss.:

N. M. Mingel one of the Infirmary Directors of said County being

duly sworn deposes and says he believes the allegations of the cross-petition are true. W. M. Wrigel.

Sworn to before me and signed in my presence this 11th day of November, 1890. R. M. Leroy, Clerk. {Seal}

Reply

Afterward, on the 11th day of February, 1891, a Reply was filed with the Clerk of said Court, to wit:

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The State of Ohio
Union County ss:
Robinson Curry & Company
vs. Plaintiff
George B. Frazier et al
Defendants

To the Court of Common Pleas

The said George B. and Nancy Frazier, for their reply to the answer and cross-petitions of the said William R. Hopkins & the Board of Infirmary Directors, say:

That they deny that they neglected to perform any of the matters set up in said deed as consideration therefor and deny that the said Hopkins was ever legally admitted to the Infirmary of said County, and deny each and every allegation in said answers, not herein and in the answer and cross-petition of these defendants admitted.

Further these defendants say: they have always since said deed was executed, ready, able and willing to furnish the said Hopkins with all the maintenance and care mentioned in said deed, and that the said Hopkins was never legally admitted into said Infirmary: but was taken there without the knowledge or consent of these defendants, and after they learned he had been taken there, they through their attorney notified the said Board that they were able and willing to maintain the said Hopkins, and that they desired to do so, and that said Hopkins was not properly a charge upon said County, and they requested that said Hopkins be released from said Infirmary and returned to them, but the said Board refused to discharge him regardless of the wishes of these defendants.

And these defendants have since he was at the Infirmary requested said Hopkins to return to them, but he said he could not do so without consulting his children, and refused to stay with these defendants.

Wherefore these defendants pray as they have already prayed in their answer and cross-petition and for all proper relief.

J. L. Cameron, Attorney for
George B. and Nancy Frazier

The State of Ohio
Union County ss

George B. Frazier being first duly sworn says, the facts stated and the allegations made in his foregoing reply are true as he believes. G. B. Frazier.

Sworn to before me and signed in my presence this 12th day of February 1891. {Seal} R. M. Leroy, Clerk.
By W. M. Wrigel, Deputy.

Amended
Answer
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Petition
of
William R.
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Amended
Answer
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Petition
of
William R.
Hopkins

Afterward, on the 11th day of February 1891, an Answer and Cross
Petition was filed with the Clerk of said Court, to-wit:

Robinson Curry & Company
vs. Plaintiff
George B. Frazier, Nancy J. Frazier
William R. Hopkins,
Church Brothers & Weld, Defendant

In the Court of Common Pleas
Union County, Ohio.

6071

And now comes the said defendant William R. Hopkins
for answer to plaintiffs petition herein filed admits that said plain-
tiff is a partnership as stated in said petition, and admits that
said William R. Hopkins claims some interest in said premises and
denies each and every other allegation in said petition contained.

By way of Cross-Petition said defendant William R. Hopkins
says, that on or about the 7th day of February 1887 he made a condit-
ional deed to said defendants George B. Frazier and Nancy Frazier
for the premises described in plaintiffs said petition. The condi-
tion contained in said deed was as follows, viz: "The condition of the
above deed is to be paid as follows: that is to say the said grantee
and the survivor of them are to furnish the said grantor with a
home, maintenance, reasonable care in case of sickness, washing,
mending and shelter so long as said grantor shall live. For the
faithful performance by said grantee of said duty to said grantor a
charge is hereby made upon the real estate hereby conveyed"

Said conditional deed was duly recorded in Volume 58, Page
572 of the Records of Deeds of Union County, Ohio. The condition
named in said deed was two hundred and fifty dollars, but this
defendant says that said consideration was merely nominal, and
that the only consideration for said premises was the care, home,
maintenance, support, washing, mending and shelter to be perform-
ed by said defendants George B. Frazier and Nancy Frazier as set
forth in said condition in said deed.

Said defendant William R. Hopkins says, that said defend-
ants George B. Frazier and Nancy Frazier failed to faithfully perform
the conditions set forth in said deed so that this said defendant
was compelled to, and did, on or about the 1st day of May A. D. 1890
legally become an inmate of the Union County, Ohio, Infirmary
where he has continued to reside and be furnished with a home
maintenance, care, washing, mending and shelter ever since at the
public expense of said County.

The said defendant William R. Hopkins says that by reason
of the failure of said defendants George B. Frazier and Nancy Frazier
to perform the conditions of said deed the consideration therefor
has wholly failed and said deed is void and of no effect, and he
denies the right of said plaintiffs to obtain any lien therein in
contravention of his rights.

The said defendant William R. Hopkins says that he has
no other property real or personal, and that under the Laws of
the State of Ohio, all property or rights belonging to him at the
time of his said admission to said Infirmary as aforesaid became

and was, and now is, the property and rights of the Infirmary Directors of said Union County, Ohio. To hold in trust for the uses and purposes provided by said laws, and that the said Infirmary Directors of said Union County, Ohio are necessary parties to the final adjudication of this action.

Said defendant William R. Hopkins, therefore asks that said Infirmary Directors be made parties defendant to this action. That on the final hearing hereof said deed so executed by said Hopkins to said George B. and Nancy Frazier be set aside, and held for naught and said Hopkins restored to the ownership and possession of said premises, and for all other and further relief that equity may require. John M. Brodrick, Attorney for William R. Hopkins

The State of Ohio.
County of Union ss:

William R. Hopkins, the above named defendant, being sworn, makes oath that the facts stated in the foregoing answer are, as affiant believes, true.

William R. Hopkins.

Sworn to by said William R. Hopkins before me and signed by him in my presence this 12th day of February A. D. 1891.

Seal

R. M. Gray, Clerk of Court.

Entry

Afterward, on the 5th day of March, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

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Robinson Curry & Company
vs. Plaintiff
William R. Hopkins et al.
Defendant

Journal 15, Page 497.

This day came the parties by their attorneys and thereupon this cause came on to be heard upon the pleadings of the parties and the evidence and the same was argued by counsel and submitted. On consideration whereof the Court being fully advised in the premises does find that all the parties have been duly and legally notified of the filing and pendency of the petition and the several cross-petitions.

Order of Sale.

That the defendants George B. and Nancy Frazier are indebted to the plaintiff upon the account attached to the petition in the sum amounting, principal and interest to this date of two hundred and fifty six dollars and ninety cents, and that the same is a lien upon the premises described in the petition by virtue of the mechanics lien therein described.

The Court further find that the said George B. and Nancy Frazier are indebted to Church Brothers and Weld upon the account in their cross-petition described in the sum principal and interest to this date of sixty-one dollars and twelve cents, and that the same is a lien upon the premises in the petition described by virtue of the mechanics Lien in said cross-petition set forth.

The Court further find that since the execution of the deed from said William R. Hopkins to them and prior to filing the petition the said George B. and Nancy Frazier have with the full

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knowledge and consent of said William R. Hopkins expended in repairs and improvements upon said property the sum of two hundred and eighty three and $\frac{3}{10}$ dollars.

And the Court further finds that the statements and allegations made and set forth in the answer and cross-petition of the said George B. and Nancy Frazer are each and all of them true and that by reason thereof the charge of said William R. Hopkins upon said premises should in equity be postponed to that of plaintiff Church Brothers & Weld, and to the extent of the expense put upon said premises by said George B. & Nancy Frazer. But the Court find the use of said premises by said George B. and Nancy Frazer should offset the maintenance they have furnished said Hopkins, and therefore

It is ordered, considered, and decreed by the Court that of the proceeds of the sale of said property hereinafter to be ordered payment be made and applied after paying taxes and cost as follows:

First: To the claims of the plaintiff, and Church Brothers & Weld

Second: To George B. Frazer and Nancy Frazer their expenses in repairs and improvement, to wit: the sum of two hundred and eighty three dollars and thirty-three cents.

Third: The balance of the proceeds of said sale to William R. Hopkins

It is further ordered adjudged and decreed by the Court that the plaintiff Robinson Curry & Company recover from the defendants George B. and Nancy Frazer the said sum of two hundred and fifty-six $\frac{2}{4}$ $\frac{90}{100}$ dollars together with its costs herein expended.

And that unless the said judgment is paid within three days from the entry hereof then an order may issue to the Sheriff of Union County, Ohio, commanding him to appraise, advertise and sell said premises as upon execution and of his proceedings in the premises to make due return to this Court.

Afterward, on the 10th day of March, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

Order of Sale.

The State of Ohio,

Union County, ss: To the Sheriff of said County - Greeting: Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 5th day of March 1891, Robinson Curry & Company et al. obtained a Judgment & Decree against George B. Frazer & Nancy Frazer for the sum of two hundred and fifty-six $\frac{2}{4}$ $\frac{90}{100}$ dollars, with interest from the 9th 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 three days aforesaid have fully expired and the said sum of two hundred and fifty-six $\frac{2}{4}$ $\frac{90}{100}$ dollars & costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay to appraise, advertise and sell according to the statute regulating Judgments & Executions at law, the following lands and tenements,

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situate in Union County, Ohio, to wit: Town of Marysville, described as follows: Beginning at the north-west corner of a lot of 38 1/2 feet deeded by William R. Hopkins to George Emmanuel Fox on the 3rd day of February 1887: thence N. with Court Street 27 feet to the south-west corner of a lot of 62 feet front also deeded by said Hopkins to said Fox: thence east 138 feet with the south line of the last named lot to the alley: thence south with 27 feet to the north-east corner of said lot 38 1/2 feet wide deeded to said Fox: thence west 138 feet with the north line of said named lot to the beginning.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 10th day of March A.D. 1891. Seal R. M. Brown, Clerk.

And on the 11th 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:

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Boardage	7 00
Return	25
Total	\$ 11 62
Appraiser's Fee	3 00
Printers Fees	11 75

The State of Ohio,
 Union County, ss. Sheriff's Return.
 Received this writ the 10th day of March, A.D. 1891 and on the 11th day of March A.D. 1891 I called an inquest of Alf Scott, G. Houston and J. T. Moore 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: \$ 700⁰⁰) 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 11th day of April 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 Nancy Jane Frazier for the sum of six hundred and five dollars (\$605⁰⁰) she being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised

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Endorsed: "Judgment \$256⁰⁰ at 6% from February 9", 1891.

Proof of
Publication

Afterward, on the 11th day of April 1891, a Proof of Publication was filed with the Clerk of said Court, to wit:

Robinson Curry ^{and} Co. | Sheriff's Sale
vs. | On Order of Sale.
George B. Frazier et al | Court of Common Pleas, Union County, Ohio.

By virtue of an order of sale to me directed by 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 11th, 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 town of Marysville, County of Union and State of Ohio, and bounded and described as follows: Beginning at the north-west corner of a lot of 38 1/2 feet deeded by William R. Hopkins to George Emanuel Fox, on the 3rd day of February 1857: thence north with Court Street 27 feet to the south-west corner of a lot of 62 feet front also deeded by said Hopkins to said Fox: thence east 138 feet with the south line of the last named lot to the alley: thence south with 27 feet to the north-east corner of said lot 38 1/2 feet wide deeded to said Fox: thence west 138 feet with the north line of said named lot to the beginning.

Appraised at \$700⁰⁰. Terms of Sale, Cash.
March 11th, 1891. Thomas Martin, Sheriff Union County, Ohio.

The State of Ohio,
Union County, ss:

The undersigned, being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March 11th 1891.
W. O. Shearer.

Sworn to and subscribed before me this 11th day of April, 1891.
R. M^o Leroy, Clerk.

Entry

6071

Afterward, on the 11th day of April, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Robinson Curry ^{and} Company |
vs. Plaintiff | Journal 15, Page 513.
George B. Frazier et al |
Defendant

This day came the parties and this cause came on to be heard upon the return of the Sheriff of the order of sale issued herein with his report of his proceedings and sale of land under said writ. And the Court having carefully examined said proceedings, being satisfied that the said sale has 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 does therefore approve and confirm the same.

It is further ordered that the Sheriff make to the purchaser

Nancy J. Frazer a deed in fee simple for the lands and tenements so sold. Out of the proceeds of said sale it is ordered that the Sheriff pay:

First: To the Treasurer of said County the taxes and penalties due on said lands, to wit, the sum of \$ 00.

Second: To the Clerk of this Court the costs of this action taxed at \$62 ³⁶/₁₀₀

Third: To the plaintiff and to Church Brothers ^{and} held the amount of their respective claims, to wit: The plaintiffs \$ 258. ⁵⁰/₁₀₀ to Church Brothers ^{and} held \$61 ⁵²/₁₀₀

And the balance of the proceeds of said sale be paid to said Nancy J. Frazer.

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 May, to wit, on the 25th 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 25th day of April, 1891, "The Union Central Life Insurance Co. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John H. Temple et al. to wit:

Petition
6182

The Union Central Life Insurance Company. Plaintiff.

In the Court of Common Pleas Union County, Ohio

vs.
John H. Temple, Mariah Temple, and John Harriman, Defendants

Action in Foreclosure.

The plaintiff says:

That it is a corporation, incorporated under the laws of the State of Ohio. That for its -

First Cause of Action is to wit: The said defendant John H. Temple, is indebted to plaintiff in the sum of twelve hundred and ten ⁹⁴/₁₀₀ ⁵⁶/₁₀₀ (\$1210. ⁵⁰/₁₀₀) dollars on a promissory note with interest at 8% per annum from the 1 day of January 1891 of which the following is a copy, to wit:
\$ 1210 ⁵⁰/₁₀₀ Marysville, Ohio. August 9th, 1884.

Five years after date for value received, I promise to pay to the order of the Union Central Life Insurance Company of Cincinnati, Ohio, Twelve hundred ^{and} ten ⁹⁴/₁₀₀ ⁵⁶/₁₀₀ dollars, with interest at the rate of eight per cent. per annum from date until paid, payable annually on January 1st of each year, excepting the last installment, which shall be due and payable with the principal. The principal and interest to be paid at the Home Office of said Company in

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Cincinnati, Ohio. Interest Coupons are herewith attached numbered from one to six inclusive, and with this principal note are secured by a mortgage deed dated August 9th, 1884.
Attest: "L. Piper." (Signed) John H. Temple.

There are no credits or indorsements upon said note:
Second Cause of Action, to-wit:

The said defendant John H. Temple is indebted to plaintiff in the sum of fifty eight ⁷²/₁₀₀ (\$58⁷²) dollars which plaintiff claims with interest at eight per cent. per annum from August 9th, 1884 on an interest coupon promissory note, of which the following is a copy, to-wit:
\$58⁷², Marysville, Ohio, August 9th, 1884.

Interest Coupon N^o. 6. On the 9th day of August, 1884, I promise to pay to the order of the Union Central Life Insurance Company of Cincinnati, Ohio, fifty-eight and ⁷²/₁₀₀ dollars at the Home Office of said Company in Cincinnati, Ohio, being the interest due on one principal note of \$1210⁵⁰ of even date herewith. The amount evidenced hereby is to bear interest at the rate of eight per cent. per annum after maturity. Value received.

Attest: "L. Piper." (Signed) John H. Temple.
There are no credits or indorsements on said note.

Plaintiff further says that upon the application of said defendant, John H. Temple, to it, to-wit, on the 14th day of May, 1889, plaintiff extended the time of payment of said principal note in the first cause of action herein mentioned, for the term of five years from the maturity thereof. Whereupon, said defendant in renewal of the loan aforesaid on said 14th day of May 1889 made and delivered to plaintiff his six interest coupon notes, numbered from one to six inclusive, which with the principal note aforesaid, are secured by the said mortgage deed in said first cause of action hereof mentioned, Wherefore, against said defendant plaintiff states its

Third Cause of Action, to-wit:

The said defendant John H. Temple is indebted to plaintiff in the sum of thirty-seven ⁹³/₁₀₀ dollars which plaintiff claims with interest at the rate of eight per cent. per annum from the 1st day of January 1890, on an interest coupon promissory note, of which the following is a copy, to-wit:

Interest Coupon N^o. 1. \$37⁹³. Marysville, Ohio, May 14th, 1889.
On the 1st day of January 1890 --- promise to pay to the order of the Union Central Life Insurance Company of Cincinnati, Ohio, thirty seven ⁹³/₁₀₀ dollars at the Home Office of said Company in Cincinnati, Ohio, being the interest due on principal note of \$1210⁵⁰ of August 9th, 1884. The amount evidenced hereby is to bear interest at the rate of eight per cent. per annum after maturity. Value received.

Witness Note L. Moffitt. (Signed) John H. Temple.
There are no credits or indorsements on said note.

Fourth Cause of Action, to-wit:

The said defendant John H. Temple is indebted to plaintiff in the sum of ninety-six ⁸⁴/₁₀₀ dollars which plaintiff claims, with interest at the rate of eight per cent. per annum from the 1st day of

January on an interest coupon promissory note of which the following is a copy, to wit:

Interest .. \$ 6. ⁷⁵/₁₀₀ Marysville, Ohio, May 14th, 1889.

Coupon .. On the 1st day of January, 1891, I promise to pay to the order of the Union Central Life Insurance Company, of Cincinnati, Ohio, ninety-six ⁷⁵/₁₀₀ dollars at the Home Office of said Company in Cincinnati, Ohio, being the interest due on principal note of \$1210⁰⁰ of August 9th, 1884.

The amount evidenced hereby is to bear interest at the rate of eight per cent. per annum after maturity. Value received.

Witness: "Nate L. Moffitt". (Signed) John H. ^{his} Temple.

There are no credits or indorsements on said note.

Fifth Cause of Action, to wit:

The said defendant John H. Temple is indebted to plaintiff in the sum of sixty ⁷⁵/₁₀₀ dollars, which plaintiff claims with interest at the rate of eight per cent. per annum payable annually from the 12th day of September 1884 on a promissory note of which the following is a copy, to wit:

\$ 60 ⁷⁵/₁₀₀ September 12th, 1884.

On the 1st of January after date, for value received, we jointly ^{and} severally promise to pay to the order of the Union Central Life Insurance Company sixty ⁷⁵/₁₀₀ dollars without discount or defalcation at Peoples Bank, Marysville, Ohio, being the premium on Policy N^o 20174 in said Company bearing date - 18th - said Policy including all conditions therein for surrender shall without notice to any party or parties interested therein be null and void on the failure to pay this note at maturity, with interest at eight per cent. per annum, payable annually. In case this note is not paid at maturity the full amount of premium shall be considered earned, and payable without reviving the Policy.

Attest: "Nate L. Moffitt". (Signed) John H. ^{his} Temple.

There are no credits or indorsements on said note.

Sixth Cause of Action, to wit:

Plaintiff says that at the time of delivering the notes set forth in the first and second causes of action hereof, and at the time of delivering the notes set forth in the third and fourth causes of action hereof, which said last mentioned notes were made with reference to the principal note, first aforesaid, on said John H. Temple's application to renew the same, the said John H. Temple did, together with his wife, the said defendant Mariab Temple, who released her dower therein, on the 9th day of August 1884 duly execute and deliver to plaintiff his mortgage deed conveying the following described premises for the purpose of securing the payment of the notes aforesaid, to wit:

Situate in the County of Union, State of Ohio, and bounded and described as follows, viz: Being part of Survey N^o 10971.

Beginning at a stone with pieces of brick ^{and} crockery under it north-west corner of Survey N^o 9916 in line of Mary Ann Boggs; thence with the line of said Survey N^o 9916, N. 79¹/₂ - E. 206 poles to a stake, witness an elm - N. 47³/₄ - W. 42 links, beech N. 18¹/₂ - E. 20 links; thence N. 36¹/₂ - W. 46 ⁷⁵/₁₀₀ poles to a stake and root of beech; thence S. 79¹/₂ -

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N. 20 1/2 poles to a stake and stone in the center of the Marysville and
 Kenton road: thence with the center of said road S. 36 1/2 - E. 6 1/2 poles
 to a stake in the north line of said Boggs land: thence with said
 line N. 78 3/4 - E. 17 poles to a stone and bricks, stake, ash and elm
 elm gone - the north-east corner of Mary Ann Boggs land: thence with
 her east line S. 10 1/2 - E. 35 3/4 poles to the beginning containing fifty
 two acres more or less, excepting therefrom twelve acres heretofore
 sold and conveyed by Wesley Current to H. S. Stamates off of the
 east end of said tract, leaving 40 acres (40) more or less conveyed
 by this deed." Said mortgage was conditioned, in substance

that if said John H Temple should pay said principal note
 of \$1210⁵⁰ with all installments of interest thereon according to
 the tenor and effect thereof then said mortgage should be void -
 provided, however, that if any installment of interest or any part
 thereof, should become due and be unpaid, or taxes on said prop-
 erty be, at any time, returned delinquent, then, forthwith, the
 whole amount of principal and accrued interest should, at the
 option of plaintiff or legal holder of said notes become immedi-
 ately due and payable, and said mortgage be foreclosed.

On the 13th day of August, 1884 at 2 3/4 o'clock P. M. said mort-
 gage was duly left for record at the Recorder's Office of Union
 County, Ohio, and was duly recorded in Book 19th Page 570 of the
 Mortgage Records of said County.

Plaintiff further says that said defendant John Harriman
 as plaintiff is informed has a claim on said land on account of
 taxes: and that said mortgage, by reason of said non-payment
 of interest due, has become absolute.

Wherefore plaintiff prays judgment against the said John
 H. Temple in the sum of \$1464.⁷² with interest at 8% per annum
 on \$1210⁵⁰ from January 1st 1891: with interest at 8% per annum on \$58²³
 from August 9th 1889: with interest at 8% per annum on \$37⁷³ from
 January 1st 1890: with interest at 8% per annum on \$96⁸⁴ from January
 1st 1891: and with interest at 8% per annum payable annually on \$60⁶⁰
 from September 12th 1884: That said mortgage be foreclosed, said
 premises sold, and the proceeds of such sale applied to the pay-
 ment of plaintiffs said claim: that process issue to said defend-
 ants, and that all proper relief in the premises be granted.

The State of Ohio,

County of Union ss:

James M^o Campbell,

Attorney for Plaintiff

James M^o Campbell being duly sworn says he is the
 attorney for plaintiff and duly authorized: that said plaintiff is
 a non-resident of said County of Union: and that the facts
 stated in the foregoing petition are true as affiant believes.

James M^o Campbell,

Subscribed and sworn to before me this 25th day of April 1891.

R M^o Leroy, Clerk of Court.

Seal

To the Clerk:

Issue summons to the defendants John H. Temple, Mariah
 Temple and John Harriman, directed to Sheriff of Union County

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Ohio, returnable according to law, and indorse "Foreclosure and Personal Judgment prayed."

Summons

Afterward, on the 25th day of April, A. D. 1891, a Summons was issued by the Clerk of said Court, indorsed, to wit:

6182

The State of Ohio,
Union County:

To the Sheriff of said County.

You are hereby commanded to notify John H. Temple, Maria Temple and Jane Harriman that they have been sued by the Union Central Life Insurance Company in the Court of Common Pleas, of Union County, and must answer by the 23rd 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 4th day of May, A. D. 1891.

Witness my hand and the seal of said Court, this 25th day of April, A. D. 1891. R. M. Leroy, Clerk. Seal.

Indorsed: "Petition for Foreclosure and Personal Judgment."

And on the 4th 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:

Sheriff's Return.

Ser. Return	\$ 30
Adl. Dfts	30
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Copy	60
Total	\$ 20

The State of Ohio | Sheriff's Return.

Received this writ April 25th, 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants, on the 1st day of May, 1891.

Thomas Martin, Sheriff.

Afterward, on the 25th day of May, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

The Union Central Life Insurance Company, Plaintiff

Journal 15, Page 522.

vs. John H. Temple et al. Defendants

Now comes the plaintiff, by its attorney, and the defendant being in default for answer and demurrer, the Court finds the allegations of the petition are confessed by them to be true, and that said John H. Temple is indebted to plaintiff in the sum of \$1560 ³⁰/₁₀₀ on the promissory notes set forth in the petition with interest calculated thereon to the first day of this term.

It is, therefore, considered by the Court that the said plaintiff, the Union Central Life Insurance Company recover from the said defendant John H. Temple, the said sum of \$1560 ³⁰/₁₀₀ with interest at 5% from the first day of this term, and his costs expended in this behalf.

The Court further finds, that in order to secure the payments of the notes set forth in the first four causes of action of the petition the defendants John H. Temple, and Mariak Temple, his wife executed

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and delivered to said "The Union Central Life Insurance Company, the plaintiff, their certain mortgage in the petition described: that said mortgage was duly recorded in Book - Page - 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 of said mortgage have been broken.

It is, therefore, adjudged and decreed that unless the defendant John H. Temple, 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 eight per cent. from the first day of this term, the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Order of Sale

Afterward, on the 27th day of May, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,
Union County ss:

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 25th day of May 1891, the Union Central Life Insurance Company obtained a Judgment and Decree against John H. Temple, Maria Temple ^{Wife} and John Harriman for the sum of fifteen hundred and sixty ^{3/4} ^{3/100} dollars and eleven ^{2/100} ^{2/100} dollars, costs of suit.

And Whereas, it was then and there by said Court ordered adjudged, and decreed, that the said John H. Temple within one day from the 25th day of May, 1891 pay into the said Union Central Life Insurance Company or to the Clerk of this Court the said sum of fifteen hundred and sixty ^{3/4} ^{3/100} dollars, with interest from the 25th 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 to: And whereas, the one day aforesaid have fully expired, and the said sum of fifteen hundred and sixty ^{3/4} ^{3/100} 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: being part of Survey N^o 10971.

Beginning at a stone with pieces of buck and crockery under it north-west corner of Survey N^o 9916 in line of Mary Ann Boggs: thence with the line of said Survey N^o 9916 N. 79^{1/2} - S. 206 poles to a stake, witness an elm, N. 49^{3/4} - N. 42 links, beach N. 18^{1/2} - E 20 links: thence N. 36^{3/4} - N. 46^{1/2} poles to a stake and root of beech: thence S. 79^{1/2} - N. 204^{1/2} poles to a stake and stone in the center of the Marysville

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and Benton road: thence with the center of said road S 36 1/2 - E 6 1/2 poles to a stake in the north line of the aforesaid Boggs land: thence with said line 78 3/4 - E. 17 poles to a stone and bricks, stake ash and elm -- elm gone, the north east corner of Mary Ann Boggs land: thence with the east line S. 10 1/2 E. 35 5/8 poles to the beginning containing fifty-two acres more or less, excepting therefrom twelve acres heretofore sold and conveyed by Wesley Curant to H. S. Stamater off the east end of said tract leaving 40 acres more or less conveyed by this deed. We therefore command you that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating sales on executions and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein, to our Court of Common Pleas within sixty days from the date hereof and bring this order with you. Witness my signature, as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 27th day of May, A. D. 1891. Seal R. M. Leroy, Clerk.

Sheriff's Return

And on the 25th 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	\$ 75	The State of Ohio,
Devy	50	Union County, ss: Sheriff's Return.
Sum. Apis.	20	Received this writ the 27 th day of May, 1891
Swear. "	20	on the 16 th day of June, 1891, I called an inquest of John Gray, John W. Foreman and Samuel Sherwood three dis-
Convey. "	50	interested freeholders and residents of the County,
Writing April.	30	caused the within described real estate to be duly
Copy of "	30	appraised on their oaths; they on the same day re-
Notice to Ctr.	30	turned to me an estimate of the value thereof, (to wit:
Affidavit to "	30	\$45 ⁰⁰) under their hands and seals, a copy of which
Writing Notice	30	I forthwith deposited with the Clerk of the within named
Mileage	6 40	Court. Thereupon I caused public notice of the
Total	73 65	time and place of sale of said real estate to be given
Appraisers Fee	3 00	for more than thirty days, (to wit: five consecutive
Printer's Fee.	16 25	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 18th 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 then and there struck off and sold the same to the Union Central Life Insurance Company for the sum of sixteen hundred and twenty six dollars, they being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

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Afterward, on the 18th day of July, 1890, the following Proof of Publication was filed with the clerk of Court, to-wit:

Sheriff's Sale

Union Central Life Ins. Co.

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

vs
John H. Temple

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 18th 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 Washington, County of Union and State of Ohio, and bounded and described as follows:

Being part of Survey N^o 10971, beginning at a stone with pieces of brick and crockery under it, north-west corner of Survey N^o 9916 in line of Mary Ann Boggs: thence with the line of said Survey N^o 9916 N. 79¹/₂ - E. 206 poles to a stake, witness an elm, N. 49³/₄ - W. 42 links, beech N. 18¹/₂ E. 20 links: thence N. 36¹/₂ - W. 46⁶/₁₀ poles to a stake and root of beech thence S. 79¹/₂ - W. 204¹/₂ poles to a stake and stone in the center of the Marysville and Kenton road: thence with the center of said road S. 36¹/₂ - E. 6¹/₂ poles to a stake in the north line of the aforesaid Boggs' land: thence with said line 78³/₄ - E. 17 poles to a stone, and bricks, stake, ash and elm, - elm gone, the north-east corner of Mary Ann Boggs' land: thence with the east line S. 10¹/₂ - E. 35⁵/₁₀₀ poles to the beginning containing fifty-two acres, more or less, excepting therefrom twelve acres heretofore sold and conveyed by Wesley Carrant to H. S. Stamates, off the east end of said tract, leaving 40 acres more or less, conveyed by this deed.

Appraised at \$45⁰⁰ per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff Union County, Ohio.

The State of Ohio.

Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with June 17th, 1891. W. O. Shearer

Sworn to and subscribed before me this 18th day of July, 1891.

R. M. Croys, Clerk.

Seal

Afterward, on the 25th day of August, 1891, an entry was made on the Journal by the clerk of said Court, to-wit:

Union Central Life Ins. Co.

Journal 15, Page 566.

vs
John H. Temple 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, The Union Central Life Insurance Company,

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by deed, according to law, the property so sold; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof, in the office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to \$- - it is ordered that the Sheriff out of the money in his hands pay:

First: To the Treasurer of Union County the taxes, penalty and interest against said property, to wit \$- - .

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

Third: The balance, if any, after satisfaction of the plaintiffs claim, to the defendant John H. Temple, to wit, the sum of \$- - .

Attest
A. M. Perry Clerk.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fourth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of November, to wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety one

Be it remembered that heretofore, to wit, on the 17th day of September 1891, The Connecticut Mutual Life Insurance Company filed in the Clerks Office of the said Court of Common Pleas the following Petition against Lafayette Worbs et al, to wit:

Petition

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

6249

The Connecticut Mutual Life Insurance Company, a Corporation, Plaintiff.

vs.

Lafayette Worbs, Irene Worbs, his wife,
vs. Laban H. Worbs. Defendant.

Your orator, the said, "The Connecticut Mutual Life Insurance Company, for its first cause of action, says and avers: that on the 9th day of July, 1886 the said defendant Lafayette Worbs made, executed and delivered your orator his certain principal promissory note, a true copy of which is in the words and figures following, to wit:

Mortgage Coupon Note.

N^o 1997. \$1500⁰⁰
Marysville, Ohio, July 9th, 1886.
Two years after date I promise to pay to the order of the Connecticut Mutual Life Insurance Company Fifteen hundred dollars. Negotiable and payable at the office of said Company, in Hartford Conn. Value received with interest at eight per cent. per annum after due until paid. The interest on this note to maturity, is represented by coupon notes hereto attached, which, with this principal note are secured

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by first lien on property described in the mortgage given to secure the same. This note is payable without grace. The maker has the right to prepay this note, in installments of \$300⁰⁰ each, at any time after one (1) year by giving ninety (90) days notice to the payee. Any such payments shall stop interest at the rate of 6 per cent. per annum on the amounts so paid, from time of such credit.

"Lafayette Worbs."

Jos. A. Moore, First Mortgage Loans
Stocks negotiated. 84 East Market Street
Indianapolis, Indiana.

Due July 9th, 1891.

That your orator is now the legal holder and owner of said promissory note, that the same is due and that no payments have been made thereon, and no credits or endorsements of payments appear thereon; that there is now due your orator on said promissory note, from said defendant Lafayette Worbs the sum of fifteen hundred dollars (\$1500⁰⁰) with eight per cent. interest on fifteen hundred dollars (\$1500⁰⁰) from the 9th day of July 1891, and for which amount plaintiff claims judgment.

And for its second cause of action herein your orator avers that on the 9th day of July 1886 the said defendant Lafayette Worbs made, executed, and delivered your orator his certain coupon note, being given for and representing the semi-annual interest on the said principal note set out in your orator's first cause of action herein, a true copy of which coupon interest note is in the words and figures following, to wit:

\$45⁰⁰ Marysville, Ohio, July 9th, 1886.

Sixty months after date I promise to pay to the order of the Connecticut Mutual Life Insurance Company forty-five dollars. Negotiable and payable at the office of said Company in Hartford, Connecticut. Value received, with interest at eight per cent. per annum after maturity. This note is payable without grace.

Due July 9th, 1891.

Lafayette Worbs.

That your orator is now the legal holder and owner of said promissory note; that the same is due, and that no payments have been made thereon and no credits or endorsements of payments appear thereon; that there is now due your orator on said promissory note the sum of forty-five dollars (\$45⁰⁰) with eight per cent. interest on forty-five dollars (\$45⁰⁰) from the 9th day of July 1891 and for which amount plaintiff claims judgment.

And for its third cause of action, your orator and plaintiff herein says: that all allegations and averments made in respects to said principal and said coupon interest notes set forth in its first and second causes of action herein are hereby adopted and made a part of this its third cause of action; that in order to secure the payment of said principal and said coupon interest note set forth in its first and second causes of action herein together with the interest accruing thereon, the said defendant Lafayette Worbs and Irene Worbs, his wife, executed, acknowledged and delivered to your orator their mortgage deed, on said 9th day of July 1886 and then and thereby on said day conveyed to your orator its successors

and assigns forever, the following described premises, lands and tenements to-wit: Situate in the township of York, County of Union and State of Ohio, known as part of Survey N^o 11346 on the waters of Fulton Creek bounded and described as follows: to-wit:

Beginning at three sugar trees, north-west corner to the Palmer lot thence south eighty-two (82) degrees, east one hundred and sixty-two (162) poles to three beeches in the line of Survey N^o 6301: thence north eighteen (18) degrees, west one hundred and seventy-two (172) poles to a red oak and two ashes north-west corner to said Survey: thence north eighty-two (82) degrees, west ninety-four (94) poles to three sugar trees, corner to H. M^o Mahan's lot: thence south five (5) degrees ^{and} thirty (30) minutes, west one hundred and fifty-four (154) poles to the place of beginning containing one hundred and twenty-two (122) acres, except eight (8) acres in the south-east corner thereof, heretofore conveyed to Bradley Green by Jesse S. Taylor leaving the number of acres hereby mortgaged one hundred and fourteen (114)

That the said defendant Irene Worbs joined her said husband in the execution, acknowledgment and delivery of said mortgage deed and then and thereby did remise, release and forever quit-claim unto your orator, its successors and assigns forever, all her right and title of dower in and to the above described premises.

And your orator further avers that on the 9th day of August 1886 at 7 o'clock A.M. of said day said mortgage deed was left for record in the office of the Recorder of Union County, Ohio, and the same was duly recorded by him in Volume 24, Page 59 of Records of Mortgage deeds on the 11th day of August 1886. Said mortgage deed had and has a certain condition therein and thereunder written, that if the said Lafayette Worbs and Irene Worbs, the mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay said promissory notes, and the interest accruing thereon according to the tenor and effect thereof as aforesaid, the same to be void; otherwise to be, and remain in full force and virtue in law.

And your orator further avers that the conditions of said mortgage deed have been broken, and the same has become absolute by the non payment of the said promissory notes, and the interest accruing thereon; that your orator by virtue of said mortgage deed has a good and valid claim upon the premises therein described, which is the first and best lien thereon; that all the other defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises, but your orator is unable to state the nature or extent thereof.

Your orator therefore prays that all of the defendants above herein named may be notified of the filing and pendency of this petition, and that they and each of them may be required to answer the same, and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have and the time or times the same attached thereto.

Therefore, the said plaintiff prays judgment against the said defendant, Lafayette Worbs for said sum of fifteen hundred, and forty

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five dollars (\$1545⁰⁰) with interest on \$1545⁰⁰ thereof, at the rate of eight per centum per annum payable annually from the 9th day of July, A. D. 1891.

And your orator and plaintiff herein further prays that the priority of the several liens on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied, first, to the payment of taxes, if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of the plaintiffs lien in its proper order of priority, and if said premises should not sell for sufficient to satisfy said plaintiffs lien, that an execution issue as upon judgments at law, for any unsatisfied balance, and that it may have such other and further relief as in equity it may be entitled to.

The Conn. Mutual Life Insurance Company
By Cole and Bales
Charles C. Barrett, Atty for Plff.

The State of Ohio,
Union County ss.

Burnham C. Bales being duly sworn, says that he is one of the attorneys of record for the plaintiff herein and that the matters and things set forth in the foregoing petition are true as he verily believes; that the plaintiff is a foreign corporation and its officers and general managers are now residents of the State of Ohio, and are now absent from Union County, Ohio.

The State of Ohio,
Union County, ss:

The Conn. Mutual Life Ins. Co.

vs
Lafayette Worbs et al.

Burnham C. Bales,
Sworn to by said Burnham C. Bales before me and by him subscribed in my presence this 17th day of September 1891. John M. Brodrick, Notary Public
Union County, Ohio.

To the Clerk: Issue a summons for said defendants directed to the Sheriff of said County returnable according to law. Endorse: Action for money; sale of mortgaged lands and relief. Amount claimed \$1545⁰⁰ with interest on \$1545⁰⁰ thereof, at the rate of eight per centum per annum from the 9th day of July, 1891.

The Conn. Mutual Life Ins Co.
Marysville Ohio, September - 1891. By Cole and Bales
Charles C. Barrett, Atty.

Afterward, on the 21st day of September, 1891, a summons was issued by the Clerk of said Court, endorsed, as follows:

The State of Ohio,
Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Lafayette Worbs, Irene Worbs his wife, and Laban Worbs that they have been sued by The Connecticut Mutual Life Insurance Company in the Court of Common Pleas of Union County, and must answer by the 24th day of October, 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 5th day of October, 1891. Witness my hand and the seal of said Court, this

21st day of September, 1891. Seal R. M. Leroy, Clerk.

And on the 1st day of October, 1891, the Sheriff of said County returned to the Clerk's Office in said County, which return is as follows:

Ser. & Return	\$ 30
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The State of Ohio
Union County Sheriff's Return.

Received this writ September 21st, B. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 25th day of September, 1891. Thomas Martin, Sheriff.

Answer to Action for Money, sale of mortgaged lands relief. Amount \$1545⁰⁰ at 8% per annum.

Afterward, on the 16th day of October, 1891, the following Answer and Cross Petition was filed with the Clerk of Court, to-wit:

of
Daban H. Worbs.
Plaintiff
vs.
Lafayette Worbs et al. Defendants

In the Court of Common Pleas
Union County, Ohio.

6249 Daban H. Worbs, one of the defendants in the above entitled action by way of Cross Petition says: That defendant, Lafayette Worbs is indebted to him in the sum of two thousand dollars, which the said Daban H. Worbs claims, with interest at six per cent payable annually, from the 7th day of August, 1886, upon a promissory note, of which the following is a copy.

\$2000⁰⁰ Marysville, Ohio, August 7th, 1886.
Eight years after date, I promise to pay to the order of Daban H. Worbs, two thousand dollars, at - - - Value received, with six per cent interest from date, - interest annually. (Signed) Lafayette Worbs.

There are no credits or endorsements on said note. No interest has been paid.

The defendant Lafayette Worbs, is indebted to this defendant in the further sum of three thousand dollars, which this defendant Daban H. Worbs, claims with interest at six per cent. from August 7th, 1886, upon another promissory note of which the following is a copy.

\$3000⁰⁰ Marysville, Ohio, August 7th, 1886.
Ten years after date I promise to pay to the order of Daban H. Worbs, three thousand dollars at - - - Value received, with 6 per cent interest from date. (Signed) Lafayette Worbs.

There are no credits or endorsements on said note and no part of the interest thereon has been paid.

At the time of the making of the two notes above set out, and to secure the payment of the same, the defendants Lafayette Worbs and Irene Worbs, his wife, executed and delivered to this defendant their mortgage deed conveying the premises described in plaintiffs petition.

Said mortgage contained the following condition: "Provided always, and these presents are upon this condition, that if the said Lafayette Worbs shall pay or cause to be paid into the said Daban H. Worbs his two promissory notes of even date herewith, one calling for \$2000⁰⁰ due in eight years from date with interest, at six per cent. payable annually, and one for \$3000⁰⁰ due in ten years from date, with six per cent. interest, then these presents to be void otherwise to be and remain in full force and virtue".

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On the 9th day of August, 1886, at 8.30 o'clock A. M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio and was duly recorded in Book 21, Page 54 of his records August 15th 1886. This defendant, therefore, asks judgment against the defendant Lafayette Worbs in the sum of two thousand dollars with interest at six per cent. payable annually (with interest on unpaid interest) from August 7th, 1886 and also for the further sum of three thousand dollars with interest from August 7th, 1886: that said premises be sold as prayed for in plaintiff petition, and the proceeds applied to the payment of this defendant's claim in the order of its just priority and if said premises should not sell for an amount sufficient to satisfy this defendant's lien, paid in the order of its just priority that execution issue as upon judgment at law for any unsatisfied balance, and for all other proper relief.

J. C. Griffith, Attorney for
L. aban H. Worbs.

State of Ohio, Union County ss:

L. aban H. Worbs, the above mentioned defendant, being duly sworn, says that he believes the facts stated in the above pleading to be true. (Signed) L. H. Worbs.

Sworn to before me and signed in my presence this 16th day of October, 1891. Seal J. W. Tilton, Notary Public.

Entry

Afterward, on the 16th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:
Coun. Mutual Life Ins. Co. | Journal 16. Page 53.

vs
Lafayette Worbs et al

This cause now coming on for hearing on the petition of the plaintiff, the cross-petition of defendant L. aban H. Worbs, and the evidence, the Court find that the defendants Lafayette Worbs and Irene Worbs 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 and cross-petition are thereby confessed by them to be true, and that there is due to the plaintiff from the defendant, Lafayette Worbs, on the promissory notes set forth in the petition, with interest to the first day of this term viz: November 9th, 1891, the sum of \$1586.²⁰

The Court further find that, in order to secure the payment of said notes, the defendants Lafayette Worbs and Irene Worbs, his wife, executed and delivered to the said Connecticut Mutual Life Insurance Company their certain Mortgage, as in the petition described, and on the premises therein described: that said mortgage was duly recorded in Book 24, Page 59 of the records of mortgages of Union County, Ohio, and is a valid and first lien on the premises described in the petition, and that the conditions of said mortgage have been broken.

And the Court further find that there is due to the defendant L. aban H. Worbs from the defendant, Lafayette Worbs on the notes set

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It is therefore considered by the Court that the plaintiff recover from the defendant Lafayette Worbs, the said sum of fifteen hundred and eighty-six and $\frac{2}{100}$ (1586 $\frac{2}{100}$) dollars with interest at 8% per annum payable annually from November 9th, 1891, and that the defendant Laban H. Worbs recover from his co-defendant the said sum of 8662. $\frac{27}{100}$ as heretofore found due him; and it is further adjudged and decreed that, unless said defendant, Lafayette Worbs 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 plaintiff herein The Connecticut Mutual Life Insurance Company the sum so found due it, as aforesaid, viz: 81586 $\frac{2}{100}$ with interest at 8 per cent. per annum payable annually from November 9th, 1891, and to defendant Laban H. Worbs the sum so found due him as aforesaid, with interest from the 9th day of November, 1891, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale 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.

Præcipe

To the Clerk:

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

Filed November 17th, 1891.

Colt & Bates, Attys for Plt.

Order of Sale.

Afterward, on the 17th day of November, 1891, an Order of Sale was made by the Clerk of said Court, to wit:

The State of Ohio.

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 16th day of November 1891 The Connecticut Mutual Life Insurance Company obtained a judgment and Decree against Lafayette Worbs et al for the sum of fifteen hundred and eighty-six $\frac{2}{100}$ dollars and eleven $\frac{3}{4}$ $\frac{3}{100}$ dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Lafayette Worbs within one day from the 16th day of November, A. D. 1891, pay unto the said Connecticut Mutual Life Insurance Company the said sum of fifteen

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hundred and eighty six and ²⁰/₁₀₀ dollars with interest from the 9th day of November, 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 fifteen hundred and eighty six ²⁰/₁₀₀ 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, ^{4th} Township of York, known as part of Survey N^o 11346 on the water of Fulton Creek, bounded and described as follows, to wit: Beginning at three sugar trees north west corner to Palmer lot: thence S. eighty two (82°) degrees, E. one hundred and sixty two poles (162) to three beches in the line of Survey N^o 6301: thence N. eighteen (18°) degrees W. one hundred and seventy two (172) poles to a red oak and two ash, north west corner to said Survey: thence N. eighty two (82°) degrees W. ninety four (94) poles to three sugar trees corner to H. M^o Mahon's lot: thence S. five (5°) degrees and 30 minutes N. one hundred and fifty four (154) poles to the place of beginning containing one hundred and twenty two acres except eight (8) acres in the south-east corner thereof heretofore conveyed to Braley Green by Jesse D Taylor leaving the number of acres hereby mortgaged one hundred and fourteen (114). 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 17th day of November, A. D. 1891.

Seal } R. M^o Leroy, Clerk.

And on the 19th day of December, 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 | Sheriffs Return
Union County ss

Received this writ the 17th day of November, A. D. 1891, and on the 15th day of November, A. D. 1891, I called an inquest of Oscar L. Murphy, S. S. Hanby and H. M^o Mahon 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: \$27⁰⁰) 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	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 19 th day of December, 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 Irena Worbs for the sum of nineteen dollars ²⁵ / ₁₀₀ twenty-five cents (\$19 ²⁵ / ₁₀₀) per acre being the highest bidder therefor, and the same bid being more than two-thirds of the appraised value.
Levy	50	
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Swear "	25	
Convey.	50	
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Copy of "	30	
Notice to Ptr.	30	
Affidavit to "	30	
Writing Notice	30	
Mileage	3 20	
Poundage	26 95	
Return	50	
Total	36 20	
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Printers Fee	14 70	

Thomas Martin, Sheriff.

And said sum being more than two thirds of the appraised value thereof, and said Irena Worbs being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to her for said sum of twenty one hundred ²⁵/₁₀₀ ninety-four ²⁵/₁₀₀ dollars.

Thomas Martin, Sheriff.

Proof of Publication was filed with the Clerk of said Court, to wit:

Sheriff's Sale

Coun. Mutual Life Ins. Co. vs. Lafayette Worbs 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 December 19th, 1891, at or about the hour of one o'clock P.M. of said day the following described real estate, to wit: Situated in the Township of York, County of Union and State of Ohio, known as part of Survey N^o: 113⁴⁶ on the waters of Pullon Creek, bounded and described as follows, to wit:

Beginning at three sugar trees north west corner to Palmer lot: thence S. eighty-two (82) degrees, E. one hundred and sixty-two (162) poles to three beches in the line of Survey N^o: 6301: thence N. eighteen (18) degrees W. one hundred and seventy-two (172) poles to a red oak and two ashes northwest corner to said Survey: thence N. eighty-two (82) degrees W. ninety-four (94) poles to three sugar trees corner to H. M^o: Mahon's lot: thence S. five (5) degrees, and thirty (30) minutes N. one hundred and fifty-four (154) poles to the place of beginning containing one hundred and twenty-two acres, except eight (8) acres in the south-east corner thereof heretofore conveyed to Brady Green by Jesse D. Taylor leaving the number of acres hereby mortgaged one hundred and fourteen.

Thomas Martin, Sheriff
Union County, Ohio.

November 19th, 1891.

Entry

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The State of Ohio,
Union County ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with November 19th, 1891.

W. O. Shearer.

Sworn to and subscribed before me, this 11th day of January 1892.

[Seal]

R. M. Leroy, Clerk.

By W. M. Winger, Deputy.

Afterward, on the 18th day of January, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Connecticut Mutual Life Insurance Co.

vs.

Journal 16th, Page 115

Lafayette Woods et al

Entry

6249

On motion of the plaintiff and on it producing the return of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court: it is ordered that the said proceedings and sale, be, and they are hereby approved, and confirmed. And it is further ordered that the said Sheriff convey to the purchaser L. W. Woods 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 mortgages herein sued on to be entered on the records thereof in the office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale, amounting to twenty-one hundred and four ⁴⁴/₁₀₀ (\$2194.⁴⁴) dollars, it is ordered that the Sheriff out of the amount in his hand pay: First: To the Treasurer of this County the taxes, penalty, and interest against said property, to wit: the sum of \$

Secondly: The costs of this action taxed, at \$

Thirdly: To the plaintiff, the Connecticut Mutual Life Insurance Company, the amount heretofore found due him with interest at 5% per annum to January 18th, 1892, to wit: \$1610 ²⁷/₁₀₀.

Fourthly: To the defendant, L. W. Woods, the balance of the purchase money in his hands, to wit: \$442.³⁷, and there still remaining due to the said L. W. Woods the sum of \$6297.⁰⁰ execution is awarded against the said Lafayette Woods therefor.

Attest
R. M. Leroy 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 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit on the 14th day of April 1891, Algernon S. Johnson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William Goff.

Petition

Algernon S. Johnson, Plaintiff

vs.

Court of Common Pleas,

Union County, Ohio.

William Goff, Defendant.

6172

The plaintiff says: That the defendant, on or about the 24th day of September, A. D. 1890, was possessed, and had the control and management of a certain two wheeled vehicle, commonly called a sulky, and a horse hitched to and drawing the same, and on said day, at the fair-grounds of the Union County Agricultural Society, the defendant unlawfully, recklessly, carelessly, and negligently, drove and directed said sulky and said horse drawing the same in said fair-grounds at a great and high rate of speed into, upon, and among a large crowd and assembly of people then and there attending said fair, of which crowd and assembly, plaintiff was one. And by and through said unlawful, reckless, careless and negligent driving of said defendant, the said carriage and horse of said defendant, then and there ran upon, against, and on plaintiff, and then and thereby struck plaintiff with great force, throwing the plaintiff with great violence upon the ground, and plaintiff was thereby greatly hurt, bruised, and wounded, and was unable to rise from the ground, and had to be lifted up and carried to a place of safety. And plaintiff thereby and therefrom became sick, sore and lame, and was permanently injured in body, from which injury plaintiff has not recovered, and cannot fully recover.

And plaintiff, because of said injury was entirely disabled and helpless and confined to his bed, suffering with great pain for the space of twenty-five days, and because of said injury so received, plaintiff was unable to attend to his usual business, or even to walk without the use of two canes for six weeks and more after receiving said injury, and because of the same. In fact plaintiff has at no time, since he so received said injury been able to attend properly to his usual business. And plaintiff has been at expense, and has physician and nursing bills to pay in endeavoring to be cured of said hurt, wounds and bodily injury. And because of the same, plaintiff has greatly suffered both in body and mind, to his damage in the sum of five thousand dollars. The plaintiff therefore asks judgment against the defendant for said sum of five thousand dollars, his damage so as aforesaid sustained.

Porter and Porter,

Attorney for Plaintiff.

Algernon S. Johnson, the plaintiff, being duly sworn makes oath that the facts stated in the foregoing petition are true as he believes.

Algernon S. Johnson.

Sheriff's Return

Answer

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Sworn to by Algernon S. Johnson before me, and signed by him in my presence this 14th day of April, A. D. 1891.

To the Clerk: [Seal] R. M. Gray, Clerk.

Issue a Summons against the defendant, returnable according to law. Indorse: Action for damages; amount claimed Five thousand dollars (\$5000⁰⁰) Porter & Porter, Attorneys for Plaintiff.

April 14th, 1891.

Afterward, on the 14th day of April, 1891, a Summons was issued by the Clerk of said Court indorsed, as follows:

The State of Ohio.

Union County

To the Sheriff of said County:

You are hereby commanded to notify William Goff that he has been sued by Algernon S. Johnson in the Court of Common Pleas of Union County, and must answer by the 16th 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 27th day of April, A. D. 1891.

Witness my hand and the seal of said Court, this 14th day of April, A. D. 1891. [Seal] R. M. Gray, Clerk.

Indorsed: Action for Damages; amount claimed \$5000⁰⁰. Porter & Porter, Attys.

Sheriff's Return

And on the 25th 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.

Ser. Return	30
Mileage	32
Copy	20
Total	\$ 82

Union County Sheriff's Return Received this writ April 14th, A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to the within named William Goff, on the 24th day of April, 1891. Thomas Martin, Sheriff.

Answer

Afterward, on the 2nd day of June, 1891, the following Answer was filed with the Clerk of said Court, to wit:

6172

Algernon S. Johnson

vs.

William Goff

Court of Common Pleas

Union County, Ohio.

The defendant for his answer to the plaintiffs petition says he denies that he unlawfully, recklessly, carelessly, or negligently drove or directed his sulky and horse against or upon the said plaintiff on the 24th of September, 1890 or any other time and he denies that he by negligence, carelessness, or by any unlawful or reckless conduct or careless conduct or by neglect drove against the plaintiff or injured him thereby as alleged in said petition and denies that the plaintiff was injured by the defendant.

For a second defense the defendant says that on the 24th of September, 1890 during the annual County Fair of said County the defendant had entered for exhibition and for premium under the rules of said Society his three years old mare in the class of roadsters which class was to be exhibited on the grounds and on the driving track in a few hours from the time of the accident hereinafter mentioned and having so entered said mare for exhibition he had hitched her to his driving sulky and on the forenoon of the said day was training

Plaintiff. makes oath he believes. Johnson.

her on the usual driving track of the Fair Ground of said County by driving her in a gentle trot so as to accustom her to the track preparation to the exhibition of her class the same afternoon. That at the time of so doing there were others whose names defendant is unable to give, driving around on said track practising their animals and while so driving his mare the defendant said the plaintiff and several other gentlemen (some three to five but the names and number this defendant is unable to state standing on said track about 200 or three hundred feet east from the wire or end of the race course. The defendant says he pulled up his mare and was about to drive around them in a gentle drive when some one (whose name defendant is unable to state) called out to get out of the way and said men all moved quickly as if to go off the track on its north side but the defendant after moving a short distance in that direction suddenly moved back in a southerly direction to go off the track on the south side next the pole and threw himself thereby in front of said mare and thereby came in collision with said mare and was pushed over thereby but defendant says that if plaintiff had stood still or continued to move off in one direction and not dodged back the defendant would have driven around him with out any collision whatever.

The defendant says that by the rules and regulations of said Agricultural Society of said County the defendant had a right to drive on said track and exercise his said mare for the purpose aforesaid and by the rules of said Society it was not lawful for persons or the defendant to stand upon said driving track during the hours of the Fair.

That said collision was caused wholly by the fault, negligence and carelessness of the plaintiff in the manner aforesaid and was not caused by any negligence, carelessness, recklessness or unlawful act of the defendant whatever and therefore the defendant prays judgment against plaintiff for costs.

The State of Ohio
Union County ss

Robinson & Woodburn,
Attorneys for Defendant

William Goff, defendant, being duly sworn says he believes the allegations of the foregoing answer are true.

William Goff

Sworn to before me and signed in my presence this 29th of May 1891.

Seal

Andrew S. Mowry, Notary Public.

Afterward, on the 24th day of November, 1891, an entry was made on the Journal by the Clerk of said Court, to wit:

Algernon S. Johnson

vs.

William Goff.

Journal 16, Page 68

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

- | | | |
|--------------------------------|----------------------------------|-------------------------------------|
| 1 st W. A. Chapman, | 5 th Guido Robinson, | 9 th John Lanson, |
| 2 nd S. W. Dolbear, | 6 th W. F. Jackson, | 10 th Justus Scheiderer, |
| 3 rd Ruben Stultz, | 7 th A. C. Knox, | 11 th John Jones, |
| 4 th Conrad Weidman | 8 th Samuel Beightler | 12 th Owen Jackson, who |

Amended Answer

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were duly impaneled and sworn in this case, and the hour of adjournment having arrived this cause was continued until 8³⁰ o'clock tomorrow morning to which time Court then adjourned.

Afterward, on the 24th day of November, 1901, an Answered Answer was filed with the Clerk of said Court to wit:
 Algernon S. Johnson, Plaintiff
 vs.
 William Goff, Defendant
 To the Court of Common Pleas
 Union County, Ohio.

The defendant for his answer to the plaintiffs petition says: That he denies that he unlawfully, recklessly, carelessly, or negligently drove or directed his sulky and horse against or upon the said plaintiff on the 24th of September 1890 or any other time and he denies that he by negligence, carelessness, or by any unlawful or reckless conduct or careless conduct or by neglect drove against the plaintiff or injured him thereby as alleged in his said petition, and denies that the plaintiff was injured by the defendant.

For a second defense the defendant says that on the 24th of September, 1890 during the annual County Fair of said County the defendant had entered for exhibition and for premium under the rules of said society his three year old mare in the class of roadsters, which class at the time of the accident hereinafter mentioned was on exhibition on the grounds and driving track of said society; and the defendant having so entered his said mare for exhibition and premium as aforesaid had hitched her up to his driving sulky and had brought her on said driving track under the rules of said society for the purpose of exhibiting her and was driving her in a gentle trot preparatory to her being viewed by the judges appointed and selected by said society to award the premiums in said class.

That at the time of so driving there were others, whose names defendant is unable to give driving around on said track practicing their animals, and while so driving his mare the defendant saw the plaintiff and several others some three to five but the names and number the defendant is unable to state, standing on said track about two or three hundred feet east from the will or end of the race course. The defendant says he pulled up his mare and was about to drive around them in a gentle trot when some one (whose name defendant is unable to give) called out to get out of the way, and said men all moved quickly as if to go off the track on its north side but the plaintiff after moving a short distance in that direction suddenly moved back in a southerly direction to go off the track on the south side next the pole and threw himself thereby in front of said mare and thereby came in collision with said mare and was pushed over thereby. But defendant says that if plaintiff had stood still or continued to move off in one direction and not dodged back the defendant would have driven around, or past him without any collision whatever. And the defendant denies each and every allegation in the petition not herein admitted.

The defendant says that by the rules and regulations of said

Agricultural Society of said County the defendant had a right to drive on said track, for the purpose and in the manner aforesaid, and by the rules of said society it was not lawful for the plaintiff to stand or be upon said driving track during the hours of the Fair, and at the time said collision occurred. That said collision was caused wholly by the fault and negligence of the plaintiff in the manner aforesaid, and was not caused by any negligence, carelessness, recklessness or unlawful act of the defendant, whatever and therefore the defendant prays that he may go hence without day and recover of the plaintiff his costs and for all proper relief.

Robinson ^{and} Woodburn ^{and}

The State of Ohio,
Union County, ss.

J. L. Cameron, Atty's for Def't

William Goff, defendant being first duly sworn says he believes the fact stated in his foregoing answer to be true.

William Goff.

Sworn to before me and signed in my presence this 24th day of November, 1891.

R. M. Brody, Clerk

{Seal}

By W. M. Winger, Deputy.

Reply to Amended Answer
Algermon S. Johnson, Plaintiff

vs

William Goff, Defendant.

Court of Common Pleas,
Union County, Ohio.

6172. The plaintiff replies to the amended answer of the defendant William Goff and admits: 1st. That defendant was driving a horse sulky on the track of the Agricultural Society, at the time of the said injury done by defendant to plaintiff, and that the County Fair was being held at the time. But whether the defendant had entered the horse he was so driving in the roadster class for exhibition and premium as he alleges defendant knows nothing, and therefore denies the same. And plaintiff denies that more than three years old in said class of roadsters were on exhibition at the time.

2nd. Plaintiff admits that at the time of the injury, a large number of persons were on the track besides plaintiff; all of whom were looking at certain colts then being exhibited on the track, when plaintiff was injured. And plaintiff avers that defendant recklessly, carelessly, negligently, and without excuse was driving his said horse and sulky through and among said persons at a high rate of speed when he drove against and upon plaintiff and injured him.

3rd. Plaintiff admits that at the time plaintiff was injured by defendant some person called out "get out of the way," and the crowd of persons moved quickly to get off the track.

4th. Plaintiff denies that defendant had any right or privilege at the time of the injury, to be driving his horse and sulky on the track at the time and place where the injury was committed, and denies that he had any right or privilege to be driving as he was driving at said time by any rule or regulation of said Agricultural Society or otherwise.

5th. Plaintiff denies that he, plaintiff, by being on said track at the time and place that he was upon it when he was so injured by

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defendant violated any rule or regulation of the Society, or any rule or law whatever.

And plaintiff denies each and every allegation, and statement in said answer not herein specifically admitted to be true. And plaintiff prays as he has already prayed in his petition.

Porter and Porter and

D. W. Ayers, Atty. for Plaintiff.

The plaintiff, Algernon S. Johnson, being duly sworn, makes oath that the facts stated in the foregoing pleading to be true.

A. S. Johnson.

Sworn to by Algernon S. Johnson, the plaintiff, before me, and argued by him in my presence this 24th day of November, A. D. 1891.

Seal

R. M. Gray, Clerk of Court.

Entry

Afterward, on the 25th day of November, 1891, an Entry was made on the Journal by the Clerk of said Court.

6172

Algernon S. Johnson

vs.

Journal 16, Page 69.

William Goff

This day again came the parties by their attorneys, also came the jury heretofore impaneled and sworn in this case and the trial proceeded. And the jury having heard the evidence in part, the hour for adjournment having arrived, the further hearing of this case was continued until 8³⁰ o'clock tomorrow morning, to which time Court then adjourned.

Entry

Afterward, on the 26th day of November, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

6172

Algernon S. Johnson

vs.

Journal 16, Page 70.

William Goff

This day again came the parties by their attorneys, also came the jury heretofore impaneled and sworn in this case, and the trial proceeded, and the said jury having heard the evidence adduced, and the hour having arrived for adjournment this cause was continued until 8³⁰ o'clock tomorrow morning, to which time Court then adjourned.

Entry

Afterward, on the 27th day of November, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

6172

Algernon S. Johnson

vs.

Journal 16, Page 71.

William Goff.

This day again came the parties by their attorneys, and also the jury heretofore impaneled and sworn herein the trial proceeded, and the said jury having the remaining evidence, and the arguments of counsel the hour of adjournment having arrived this cause was continued until 8³⁰ o'clock tomorrow morning, to which time Court then adjourned.

Entry

Afterward, on the 28th day of November, 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

6172

Algernon S. Johnson

vs

William Goff

Journal 16, Page 72.

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

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 \$600⁰⁰."

Motion

Civil Jackson, Foreman

6172 Afterward, on the 28th day of November, 1891, the following motion was filed with the Clerk of Court, to wit:

Algernon S. Johnson, Plaintiff

vs

William Goff, Defendant

Court of Common Pleas,
Union County, Ohio.

The defendant moves the Court to set aside the verdict of the jury in this case and grant a new trial for the reasons following:

- 1st Irregularity in the proceedings of the Court, jury, and the plaintiff by which the defendant was prevented from having a fair trial.

2nd Misconduct of the jury

3rd The damages against the defendant are excessive appearing to have been given under the influence of passion and prejudice of the jury.

4th The verdict is not sustained by sufficient evidence and is contrary to the law and the evidence.

5th For newly discovered evidence material for the defendant which he could not with reasonable diligence have discovered and produced at the trial.

J. L. Cameron

Robinson & Woodburn, Attorneys for Defendant.

Amended motion

6172 Afterward, on the 30th day of November, 1891, the following Amended motion was filed with the Clerk of said Court, to wit:

Algernon S. Johnson, Plaintiff

vs

William Goff, Defendant.

Court of Common Pleas,
Union County, Ohio.

The defendant moves the Court to set aside the verdict in this case and grant a new trial for the following reasons:

1st Irregularity in the proceedings of the Court,

2nd Irregularity on the part of the jury.

3rd Irregularity on the part of the plaintiff.

4th Abuse of discretion by which the defendant was prevented from having a fair trial.

5th Misconduct on the part of the jury.

6th Misconduct on the part of plaintiff & his counsel.

7th There was accident and surprise which ordinary prudence on the part of the defendant could not have guarded against.

8th The damages against the defendant are excessive appearing to have been given under the influence of passion and prejudice.

9th The verdict of the jury is not sustained by sufficient evidence and is

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contrary to law and the evidence.

10". For newly discovered evidence for the defendant material for him which he could not with reasonable diligence have discovered, and produced at the trial.

11". Errors of law occurring during and at the trial and excepted to by the defendant.

12". Other causes.

J. D. Cameron ^{and}

Robinson ^{and} Woodburn, Attys. for Deft.

Entry

Afterward, on the 5th day of December, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

6172

Algernon S. Johnson

vs.

William Goff

Journal 16, Page 92.

This day this cause came on again to be heard upon the motion of defendant to have the verdict against him set aside and a new trial in said cause granted him and was argued by counsel, on consideration whereof the Court overrules said motion.

It is therefore considered and adjudged that the plaintiff Algernon S. Johnson recover of said defendant William Goff said sum of Six hundred dollars so found due for plaintiff against defendant by the verdict of the Jury, and also his costs in this behalf wholly expended to \$---

To all of which rulings, decisions, and judgments the defendant then and there excepted, and asked the allowance, signing and sealing of his Bill of Exceptions and the Journal is ordered kept open for the preparation of said Bill of Exceptions.

Entry

Afterward, on the 4th day of January, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6172

Algernon S. Johnson

vs.

William Goff.

Journal 16, Page 99.

This day January 2nd, 1892, the Bill of Exceptions was signed and sealed, and the Court orders the same filed and made part of the record as prescribed by law.

Attest
A. M. Brown clerk

Pleas continued and held at the Court House 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 B. Price, Judge of said Court of the term of November to wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety one.

Be remembered that heretofore to wit, on the 15th day of June, 1891, Lydia A. Drake filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Eoline Creviston, et al. to wit:

Petition Lydia A. Drake vs John M. Drake. Plaintiff.

6214 Eveline Brewston, Daniel Brewston, her husband, David B. Sharp, William Sharp, Lucinda Crum, Nathan Crum, her husband, Delford Sharp, Lucretia Sharp, his wife, James M. Sharp, wife, her christian name unknown. Defendants

In the Court of Common Pleas Union County, Ohio

Plaintiff has a legal right to and is seized in fee simple, as daughter and one of the heirs at law of Cornelius B. Sharp deceased, of the undivided one seventh, and as purchaser from William Moffitt vs Mary A. Moffitt his wife who was a purchaser from Delford Sharp (a son and heir of said Cornelius B. Sharp deceased) of the undivided one-eighth part of the following real estate, situated in the County of Union and State of Ohio, in the Township of Washington, a part of Survey N^o 9896 per 364 acres, bounded and described as follows:

Beginning at a stone in the York Center and Byhalia road in the Greenville Treaty line: thence with said road S. 26° - N. 12^{3/4} poles to a stake under a bridge, corner to J. W. Tracy's land: thence with his line N. 73° - N. 17^{3/4} poles to a stone: thence with another line of said Tracy's N. 20° - N. 38^{3/4} poles to a stake: thence with another line of said Tracy's S. 67^{1/2} - N. 44^{3/4} poles to a stone in the line of E. Cahill: thence with his line N. 7^{1/2} - N. 77^{3/4} poles to a stone: thence N. 68^{1/2} - E. 73^{3/4} poles to a stone in the center of the Marysville and Kenton road: thence with the center of said road S. 35^{1/4} - E. 38^{3/4} poles to a stone at the intersection with the York Center and Byhalia road: thence with said York Center and Byhalia road S. 13^{1/2} - N. 70^{3/4} poles to the place of beginning, containing 50 acres of land.

The defendants, Eveline Brewston, David B. Sharp, William Sharp, Lucinda Crum, Delford Sharp vs James M. Sharp are tenants in common with plaintiff in said premises, in the following proportions: One seventh vs one eighth (or fifteen-fifty-sixths) belongs to this petitioner, Lydia A. Drake.

One seventh belongs to Eveline Brewston, who is a daughter of said Cornelius B. Sharp deceased, and is intermarried with Daniel Brewston, and resides in Union County, Ohio.

One seventh belongs to David B. Sharp, who is a son of said Cornelius B. Sharp, deceased, and resides in Union County, Ohio.

One seventh of one eighth belongs to Delford Sharp who is a son of said Cornelius B. Sharp deceased, and resides in Union County, Ohio.

One seventh belongs to William Sharp, who is a son of said Cornelius B. Sharp, deceased, and who resides in Paulding County, Ohio.

One seventh belongs to Lucinda Crum who is a daughter of said Cornelius B. Sharp, deceased, and is intermarried with Nathan Crum, and who resides at Holshville, Page County, Iowa.

One seventh belongs to James M. Sharp, who is a grand-son of said Cornelius B. Sharp, deceased, and whose place of residence is to the plaintiff unknown and his wife's name is unknown.

The plaintiff, Lydia A. Drake, desires to have her interest set off

Summons

6214

Sheriff's Return

Summons

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to her in severalty and that partition may be made, or, if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

J. C. Griffith, Attorney for Plaintiff.

State of Ohio. Union County ss:

Lydia A. Drake, one of the plaintiffs, being first duly sworn says that she is the plaintiff in this case, and that the facts stated and allegations made in the foregoing petition she believes are true.

Lydia A. Drake.

Sworn to before me and subscribed in my presence by the above named Lydia A. Drake this 13th day of June A. D. 1891.

[Seal] W. H. H. Fleck, Notary Public.

To the Clerk:

Issue Summons in the above case to the Sheriff of Union County, Ohio, for Eveline Breviston and Lemuel Breviston her husband, David C. Sharp, Delford Sharp and Lucretia Sharp his wife. To the Sheriff of Paulding County, Ohio, for William Sharp, returnable according to law. Endorse: Action for Partition.

J. C. Griffith, Attorney for Plaintiff.

Summons Afterward, on the 15th day of June, 1891, a Summons was issued by the Clerk of said Court, to wit:

6214 The State of Ohio. Union County

To the Sheriff of Union County:

You are hereby commanded to notify Eveline Breviston and Lemuel Breviston her husband, David C. Sharp, Delford Sharp and Lucretia Sharp, his wife, that they have been sued by Lydia Drake and John M. Drake in the Court of Common Pleas of Union County, and must answer by the 18th 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 29th day of June, A. D. 1891.

Witness my hand and the seal of said Court this 15th day of June, A. D. 1891. [Seal] R. M. Croy, Clerk.

Endorsed: "Action for Partition"

Sheriff's Return

And on the 17th day of June, 1891, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows, to wit: The State of Ohio

Ser. Return	\$ 30
Adl. Dfts.	60
Mileage	4 50
Copy	1 00
Total	\$ 6 40

Union County Sheriff's Return. Received this writ June 15th, A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to each of the within defendants, on the 16th day of June 1891.

Thomas Martin, Sheriff

Summons Afterward, on the 25th day of July, A. D. 1891, a Summons was issued by the Clerk of said Court, endorsed as follows:

6214 The State of Ohio. Union County

To the Sheriff of Paulding County:

You are hereby commanded to notify William Sharp that he has been sued by Lydia Drake and John M. Drake in the

Court of Common Pleas of Union County, and must answer by the 22nd day of August, 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 3rd day of August, A. D. 1891.

Witness my hand and the seal of said Court, this 25th day of July, A. D. 1891. Seal R. M. Croy.

Endorsed: Action for Partition of Real Estate.

Sheriff's Return

And on the 3rd 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.

Ser. ^{ms} Return	\$ 30
Mileage (5 ⁰⁰)	4 32
Copy	20
Doc. ^{ms} Post.	15
Total	\$ 50

Paulding County Sheriff's Return. Received this writ July 27th, A. D. 1891, at 3 o'clock P. M. and on July 31st, 1891, I served same by leaving a true and certified copy of this writ with the endorsements thereon at the usual place of residence of William Sharp^{ms} and return this writ August 1st, 1891. A. H. Saylor, Sheriff

Affidavit for Publication

Afterwards, on the 16th day of June, 1891, the following Affidavit was filed with the Clerk of said Court, to wit:

Lydia A. Drake et al. Plaintiff
vs.
Eveline Sharp et al. Defendant

Court of Common Pleas,
Union County, Ohio.

State of Ohio
Union County ss: J. E. Griffith, being first duly sworn, says that he is attorney for the plaintiff in this case, duly authorized in the premises, that service of summons cannot be made in this State on the defendants, Lucinda Orm, and Nathan Orm her husband, that said facts are within the personal knowledge of affiant; that the place of residence of James Sharp and --- Sharp, wife of said James M. Sharp, is unknown and cannot with reasonable diligence be ascertained; that the christian name of said --- Sharp, wife of said James M. Sharp is also unknown and cannot with reasonable diligence be ascertained, and that the cause is one of those mentioned in Section Five thousand and forty-eight of the Revised Statutes of Ohio. J. E. Griffith.

Sworn to and subscribed before me this 16th day of June A. D. 1891.
D. B. Harvey, Notary Public.

Cross of Publication

Local Notice

Lucinda Orm, and Nathan Orm, her husband, both residing at Holliville, Page County, Iowa, and James M. Sharp and --- Sharp, his wife, whose christian name is to plaintiff unknown, and the residence of said James M. Sharp and his wife, also unknown, will take notice that on the 15th day of June, 1891, Lydia A. Drake and John M. Drake her husband, filed their petition in the Court of Common Pleas of Union County, Ohio, in case N^o: 6214 against them and others, alleging in substance that the said Lydia A. Drake has a legal right to, and is seized in fee simple, as a daughter and one of the heirs at law of Cornelius S. Sharp, deceased, of the undivided one-seventh part, and

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as purchaser of William Moffitt and wife (said William Moffitt being a purchaser of Delford Sharp) of the undivided one-eighth part of certain real estate being fifty acres more or less of land formerly owned by said Cornelius C. Sharp, deceased, and which after his death was assigned as dower to his widow Eveline Sharp; situated in Virginia military Survey N^o. 9896, in Washington Township, Union County, Ohio. Alleging also that said defendants, Lucinda Orr and James M. Sharp are each entitled to the undivided one seventh part of said premises, as heirs at law and legal representatives of said Cornelius C. Sharp, deceased. Also that other defendants have certain interests therein.

Plaintiffs ask that the share of said Lydia A. Drake in said premises be set off to her, and that partition be made of said premises or if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

The said defendants are required to answer on or before the 8th day of August 1891, or judgment and decree may be taken against them as prayed for in plaintiffs petition.

Lydia A. Drake
John M. Drake

The State of Ohio,
Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 17th 1891.

W. O. Shearer.

Sworn to and subscribed before me, this 22nd day of July 1891.

R. M^o. Crony, Clerk.

Entry

6214

Afterward, on the 25th day of August, 1891, the following Entry was made on the Journal by the Clerk of said Court.

Lydia A. Drake et al

vs

Eveline Brewston et al

[Seal]

Journal 15, Page 565.

And now this cause coming on to be heard upon the petition and the evidence, and the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer thereto.

Thereupon, the Court further find that the plaintiff Lydia A. Drake and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff Lydia A. Drake, has a legal right to one-seventh ³/₄ one-eighth (or fifteen fifty-sixths) part thereof; the defendant, Eveline Brewston has a legal right to the one-seventh part thereof; the defendants David C. Sharp, William Sharp, Lucinda Orr and James M. Sharp, each have a legal right to the one-seventh part thereof; the defendant Delford Sharp has a legal right to one-seventh of one-eighth (or one fifty-sixth) part thereof; and that the plaintiffs are entitled to have partition of said estate made, as prayed in their petition.

It is therefore ordered, adjudged, and decreed that partition

of said estate be made in favor all parties in interest; and Aaron Coleman, Mathew Dingel and John Harriman, three peditious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make the same.

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

Pracipe

Afterward, on the 10th day of September, 1891, a Pracipe for Publication was filed with the Clerk of said Court, to wit:

6214

Lydia A. Drake et al

vs.

Eveline Brewston et al

Court of Common Pleas
Union County, Ohio.

To the Clerk: Issue writ of Partition.

J. C. Griffith, Attorney for Plaintiff.

Writ of Partition

Afterward, on the 11th day of September, 1891, a Writ of Partition was issued by the Clerk of said Court, to wit:

State of Ohio.

Union County, ss.:

To the Sheriff of said County - Greeting:

We command you, That without delay by the oaths of Aaron Coleman, Mathew Dingel, John Harriman you cause partition to be made of the following described premises, situate in the County of Union and State aforesaid, to wit: In the Township of Washington, ^{the} part of Survey N^o: 9896 per 364 acres, bounded and described as follows: Beginning at a stone in the York Center and Byhalia road in the Greenbelle Treaty line: thence with said road S. 26° - W. 12 ⁵⁰/₁₀₀ poles to a stake under a bridge corner to J. W. Traceys land: thence with his line N. 73° - W. 17 ⁷⁰/₁₀₀ poles to a stake: thence with another line of said Traceys N. 20° - W. 38 ⁸⁰/₁₀₀ poles to a stake: thence with another line of said Traceys S. 68 ¹/₈ - W. 44 ³⁰/₁₀₀ poles to a stone in the line of E. Cahills: thence with his line N. 9 ¹/₂ - W. 79 ³⁸/₁₀₀ poles to a stone: thence N. 68 ¹/₂ - E. 73 ⁷⁰/₁₀₀ poles to a stone in the center of the Marysville and Benton road: thence with the center of said road S. 35 ¹/₄ - E. 38 ²⁰/₁₀₀ poles to a stone at the intersection with the York Center and Byhalia road: thence with said York Center and Byhalia road S. 13 ¹/₂ - W. 70 ⁷⁰/₁₀₀ poles to the place of beginning, containing 50 acres of land among the persons named herein, and in the following proportions, to wit:

To Lydia A. Drake, fifteen fifty-sixth (15/56) part.

To Eveline Brewston, one-seventh (1/7) part.

To David B. Sharp, one-seventh (1/7) part.

To William Sharp, one-seventh (1/7) part.

To James M. Sharp, one-seventh (1/7) part.

To Lucinda Orr, one-seventh (1/7) part.

To Delford Sharp, one fifty-sixth (1/56) 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 Lydia A. Drake ^{vs} John M. Drake is plaintiff, and the said Eveline Brewston

Comm. Report

Motion

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Lemuel Breviston, David B. Sharp, William Sharp, Lucinda Orr, Nathan Orr, Delford Sharp, Lucretia Sharp, James M. Sharp, and -- Sharp, wife of James M. are defendants; and that your proceedings in the premises you distinctly certify under your hand to our said Court forthwith.

Witness, my name and the Seal of said Court of Common Pleas at the Court House in Marysville, this 11th day of September, A. D. 1891.

[Seal] R. M. Croly, Clerk.

And on the 26th day of September, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which was returned as follows: As commanded by the foregoing writ of Partition,

Service I have executed the same by the sale of Aaron Coleman
Mileage Mathew Dingrel & John Harriman causing appraisement
Ex. Writ to be made, as will appear by the report of the Commis-
Swear. Com. sioners herewith returned.

Report of Com. Given under my hand this fifteenth day of
Total September, A. D. 1891. Thomas Martin, Sheriff.

Com. Fees. Commissioners' Report

Comm. Report

Lydia A. Drake et al

Union County ss.

vs.

Court of Common Pleas.

Eveline Breviston et al

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

Given under our hands, this 15th day of September, A. D. 1891.

Commissioners { Aaron Coleman
John Harriman
Mathew Dingrel.

Motion

Afterward, on the 10th day of November, 1891, the following Motion was filed with the Clerk of said Court, to wit:

6214

State of Ohio.

Union County ss. In the Court of Common Pleas.

Lydia A. Drake, et al

Motion to Confirm.

vs.

Eveline Breviston et al.

Plaintiff moves that the return of the Sheriff and report of the Commissioners heretofore appointed be confirmed.

J. E. Griffith, Attorney for Plaintiff.

Entry

Afterward, on the 10th day of November, 1891, an entry was made on the Journal by the Clerk of said Court, to wit:

6214

Lydia A. Drake et al

Journal 16, Page 40.

vs.

Eveline Breviston et al

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same. And it appearing from

said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at \$40⁰⁰ forty dollars per acre, the Court finds the said return and proceedings in all respects correct and in conformity to law and does therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said estate at its appraised value, on motion of the plaintiff it is ordered that said estate be sold at public auction, and that an order issue therefor to the Sheriff of Union County. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Præcipe Lydia A. Drake et al vs. Court of Common Pleas Union County, Ohio.

6214 Eveline Breviston et al Filed November 10th, 1891.

To the Clerk: Issue order of sale.

J. C. Griffith, Attorney for Plaintiff.

Order of Sale Afterward, on the 11th day of November, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,

Union County, S.S. 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 May Term, A. D. 1891 in a certain petition for partition now pending in said Court, wherein Lydia A. Drake and John M. Drake plaintiffs and Eveline Breviston et al, defendants, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to wit: In the Township of Washington and part of Survey N^o 9896 per 364 acres bounded and described as follows, to wit:

Beginning at a stone in the York Center and Buhlalia road in the Greenville Treaty line: thence with said road S. 26° N. 12³⁰/₁₀₀ poles to a stake under a bridge, corner to J. W. Tracey's land: thence with his line N. 73° N. 17²¹/₁₀₀ poles to a stone: thence with another line of said Tracey's N. 20° N. 38⁸⁰/₁₀₀ poles to a stake: thence with another line of said Tracey's S. 68¹/₂° N. 44³⁶/₁₀₀ poles to a stone in the line of S. Ballill's: thence with his line N. 9¹/₂° N. 79³⁸/₁₀₀ poles to a stone: thence N. 68¹/₂° S. 73⁷⁵/₁₀₀ poles to a stone: thence N. 68¹/₂° S. 73⁷⁵/₁₀₀ poles to a stone in the center of the Marysville and Benton road: thence with the center of said road S. 35²⁴/₁₀₀° S. 38⁵²/₁₀₀ poles to a stone at the intersection with the York Center and Buhlalia road S. 13¹/₂° N. 70⁷⁷/₁₀₀ poles to the beginning containing 50 acres of land.

Appraised at \$40⁰⁰ per acre not subject to the Dower Estate; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this writ.

Witness my hand and the Seal of the said Court, at Marysville this 11th day of November, A. D. 1891.

Seal

R. M. Broy, Clerk.

Proof of Publication

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And on the 14th day of December, 1892, 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, herein described to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune, a newspaper printed and in general circulation in Union County, Ohio; and on the 12th day of December, A. D. 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 then and there came J. M. Drake who bid for said premises the sum of \$30³⁵ said sum being more than two thirds the appraised value; and he being the highest and best bidder, I declared the purchaser. Thomas Martin, Sheriff.

Service	\$ 60
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Affidavit of "	30
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Return	25
Deed	2 00
Total	\$ 18 02
Printers Fees	\$ 17 25

Proof of Publication

Sheriff's Sale

Lydia A. Drake et al
vs.
Eveline Creviston et al

Order of Sale in Partition.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday December 12th, 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 Washington, County of Union, and State of Ohio, ²⁴ bounded and described as follows: Part of Survey N^o 9896 for 364 acres bounded and described as follows, to wit: Beginning at a stone in the York Center and Bynahalia road, in the Greenville Treaty line: thence with said road S. 26° - N. 12 ⁵⁵/₁₀₀ poles to a stake under a bridge corner to J. W. Tracy's land: thence with his line N. 73° - N. 17 ²⁵/₁₀₀ poles to a stone: thence with another line of said Tracy's land N. 20° - N. 38 ⁵⁵/₁₀₀ poles to a stake: thence with another line of said Tracy's S. 68 ¹/₂° - N. 44 ⁵⁵/₁₀₀ poles to a stone in the line of E. Cahill: thence with his line N. 4 ¹/₂° - N. 79 ⁵⁵/₁₀₀ poles to a stone: thence N. 68 ¹/₂° - E. 73 ⁷⁵/₁₀₀ poles to a stone: thence N. 68 ¹/₂° - E. 73 ⁷⁵/₁₀₀ poles to a stone in the center of the Marysville and Skenton road: thence with the center of said road S. 35 ¹/₂° - E. 38 ⁵⁵/₁₀₀ poles to a stone at the intersection with the York Center and Bynahalia road S. 13 ¹/₂° - N. 70 ⁷⁵/₁₀₀ poles to the beginning containing 30 acres of land.

Appraised at \$40⁰⁰ per acre. Terms, one third cash, one third in one year and one third in two years from sale, deferred payments to be secured by mortgage on property sold. Thomas Martin, Sheriff, Union Co., Ohio.

The State of Ohio,
Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with November 11th, 1891.

W. O. Shearer

for Plaintiff
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Sworn to and subscribed before me, this 11th day of January 1892.
R. M. Gray, Clerk

By N. M. Knight, Deputy.

Motion

Afterward, on the 14th day of January, a motion was filed with the Clerk of said Court, to wit:

6214

State of Ohio

Union County

In the Court of Common Pleas.

Lydia A. Drake et al. Plaintiff

vs

Celine Brewston et al. Defendant

Plaintiff moves that the sale heretofore made be confirmed, and that the share of the proceeds to which William Sharp has heretofore been found entitled be remitted to John M. Drake, the purchaser, the said William Sharp having assigned to the said John M. Drake his interest in said proceeds.

J. E. Griffith,

Attorney for Plaintiff.

Entry

Afterward, on the 14th day of January, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6214

Lydia A. Drake et al

vs

Celine Brewston et al

Journal 16, Page 109.

On motion of the plaintiff and on his producing the return of the Sheriff of his proceedings under the order of sale, the Court having examined the same and being satisfied that they were had in all respects in conformity to law and the orders of this Court, hereby approve and confirm said proceedings and sale, and the Sheriff is ordered to convey said premises to John M. Drake, the purchaser thereof, by deed in fee simple.

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

First: To the Treasurer of Union County, Ohio, \$32.⁶⁰ being the taxes due on said premises.

Secondly: To the Clerk of this Court the costs of this action taxed at \$144.⁶³, including a counsel fee of \$25.²³ to J. E. Griffith, plaintiffs attorney and \$25.²³ to D. W. Ayres, defendants attorney.

Thirdly: To the plaintiff, Lydia A. Drake fifteen-fifty-sixths ($\frac{15}{56}$) of the balance of the cash payment, to wit, the sum of \$88.⁰², and also two notes for \$135.⁴⁰ each, due one and two years respectively from date of sale; To the said Celine Brewston the one-seventh part of the balance of the cash payment, to wit, the sum of \$46.⁹⁴, and also two notes of \$72.²⁶ each, due one and two years respectively from date of sale.

To the said David B. Sharp the one-seventh part of the balance of the cash payment, to wit, the sum of \$46.⁹⁴ and also two notes of \$72.²⁶ each, due one and two years respectively from date of sale.

To the said Delford Sharp the one-fifty-sixths ($\frac{1}{56}$) of the balance of the cash payment, to wit, the sum of \$5.⁰⁷ and also two notes of \$9.⁰⁵ each, due one and two years respectively from date of sale.

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Petition

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payment, to wit: the sum of \$46.⁷⁴ and also two notes of \$72.²⁶ each due one and two years, respectively from date of sale.

To James M. Sharp the one seventh of the balance of the cash payment, to wit, the sum of \$46.⁷⁴ and also two notes of \$72.²⁶ each due one and two years, respectively from date of sale.

And it appearing to the Court that William Sharp who has heretofore been found entitled to the one seventh part of the proceeds arising from said sale, has sold to the purchaser herein, John M. Drake, his said interest since the said finding of this Court, and has duly assigned his said interest upon the Clerk's docket to the said John M. Drake, it is therefore ordered by the Court that the Sheriff refund to the said John M. Drake the one seventh part of the cash payment remaining after the payment of taxes and costs, to wit, the sum of \$46.⁷⁴ being the balance in his hands, and the said John M. Drake is hereby excused from the giving of notes to cover the share of the said William Sharp and the interest of the said William Sharp is hereby decreed to be fully satisfied.

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 April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that heretofore, to wit, on the 3rd day of March, 1892 M. W. Hill et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition, which reads, to wit:

Petition
6347

In the matter of the application of Morris W. Hill
et al others to vacate Hill's First Addition and
part of Hill's Second Addition to the Village of
Richwood, Union County, Ohio.

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

To the Honorable John A. Price, Judge of said Court:

The undersigned Petitioners respectfully represent to the Court that they constitute more than two thirds of the owners of lots or parts of lots in Hill's First Addition and Hill's Second Addition to the Village of Richwood, Union County, Ohio, and they desire the Court in its discretion to vacate the whole of Hill's First Addition to said village now owned by said M. W. Hill et al consisting of lots nos. 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567 and the following described part of said Hill's Second Addition to said village, to wit:

Beginning at the south-east corner of Out Lot number sixteen (16) formerly owned by Hygas Sabine and north-east corner of lot No. 444 of said Hill's Second Addition: thence westerly with the south line of said lot 16 and the south line of lots owned by Jane Drake, W. H. Combright and J. Moffitt

being the north line of lots N^os 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, Wood Street ^{and} lot 535 to the north west corner of said lot N^o 535 in said Gill's Second Addition ^{and} south west corner of said Moffitt's lot: thence southerly with the east line of lands of C. D. Sible and west line of lots N^os 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546 of said Gill's Second Addition ^{and} 547 of said Gill's First Addition ^{and} the western terminus of Fisher Street to the south line of said Fisher Street: thence easterly with the south line of Fisher Street and north line of lands of M. W. Hill and the north line of lot N^o 569 of Gill's First Addition to a point in the north line of said lot N^o 569 opposite the south east corner of lot N^o 414 in Gill's Second Addition ^{and} the west line of the alley in said Gill's Second Addition: thence northerly with the west line of said alley and the east line of lots N^o 414, 413, 412, 411, 410, 409, 408, 407, 406, 405, 404, 403, 402, 401, 400, 399, 398, 397, 396, to the north east corner of lot 396 of said Gill's Second Addition: thence westerly with the south line of Gill Street ^{and} north line of lots N^o 396, 395, 394, 393, ^{and} 432 to a point in the north line of lot N^o 432 opposite the west line of Fulton Street ^{and} south east corner of lot N^o 433: thence northerly crossing Gill Street and with the west line of Fulton Street and east line of lots N^o 433, 432, 431, 430, 429, 428, 427, 426, to the north east corner of lot N^o 436 and south line of the alley thence with the south line of the alley and north line of lot N^o 436 westerly to the north east corner of lot N^o 477 of said Gill's Second Addition: thence northerly with the west line of the alley and east line of lots N^o 476 crossing Walnut Street and east line of lot 444 to the beginning.

The following lots, streets and alleys are included in said boundaries, to wit: lots N^o 393 to and including lot N^o 436 ^{and} lots N^o 444 to and including lot 567 also all of Wood Street, part of Walnut Street, part of Gill Street, all of Garden Street, all of South Fulton Street, all of Hill Street ^{and} part of Fisher Street, and all the alleys laid out within said boundaries.

Lots N^o 444, 445, 446, 447, 448, 449, 450, ^{and} 1/2 of 451 of said Gill's Second Addition are owned by Jane Drake. Lots 397, 398, 399, 400, 401, 402, and part of lots N^o 431, 430, 429, 428, ^{and} 427 are owned by S. S. Gardiner.

Lots N^o 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, are owned by William Burquer. And all the balance of said lots and parts of lots within said boundaries are owned by said M. W. Hill.

That there are no buildings on any of said lots or parts of lots. That none of the streets or alleys within said boundaries have ever been open, improved or used by the public or the Village of Richwood.

That all of the lots, streets, and alleys within said boundaries have been ever since the same was platted and still are in the condition of farm land and used for farming purposes only.

Wherefore the petitioners pray the Court that the above described addition and parts of said additions be vacated as provided in Sections 2608-2609 ^{and} 2610 of the Revised Statutes of Ohio, and for such other relief as the circumstances of the case may require.

(Signed) Morris W. Hill, Lida Peet, Mary Rose,
Maggie A. Hill, M. Peet, John B. Miller

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S. S. Gardiner witness } Sarah E. Lovv, S. S. Gardiner, James Malone, Jane Drake,
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 } Thomas J. Gill.

State of Ohio,
 Union County, ss:

S. S. Gardiner, being sworn says he is one of the petitioners in the above case: that the facts and allegations in the foregoing petition are true as he verily believes.

S. S. Gardiner.

Sworn to and subscribed before me this 2^d day of March 1892.
 Jason Case, J. P.

Proof of Publication

Afterwards, on the 5th day of April, 1892, a Proof of Publication was filed with the Clerk of said Court, to wit:

Legal Notice

All whom it may concern will take notice that on Thursday, the 3rd day of March, 1892, Morris W. Hill and others filed their petition in the Common Pleas Court of Union County, Ohio, asking for the vacation of Hill's First Addition to Richwood, Union County, Ohio, and for the vacation of that part of Gill's Second Addition to Sand Village comprised within the following boundaries, to wit:

Commencing at the S. E. corner of lot n^o 16: thence westerly with the north line of said Gill's Second Addition to the N. W. corner thereof; thence with the west line of said Gill's Second Addition to M. W. Hill's First Addition to the S. W. corner of Hill's First Addition: thence with the south line of Fisher Street easterly to a point in the north line of lot n^o 569 of Hill's Second Addition opposite the S. E. corner of lot 414 of Gill's Second Addition: thence with the west line of the alley northerly to the N. E. corner of lot n^o 396 of said Gill's Second Addition: thence westerly with the south line of Gill Street to a point in lot n^o 432 of said Gill's Second Addition opposite the west line of Fulton Street: thence northerly with the west line of Fulton Street to the N. E. corner of lot n^o 436: thence with the north line of lot n^o 436 westerly to the west line of the alley: thence northerly with the west line of the alley and east line of lots n^o 476 and 444 to the beginning.

Said application will be for hearing at the next term of said Court, which convenes April 4th, 1892.

M. W. Hill

Per S. S. Gardiner, Attorney.

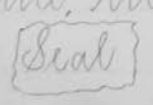
The State of Ohio,
 Union County, ss:

I, Mrs. F. A. Graham, publisher, being duly sworn, says that the notice hereto attached was published in the "Richwood Gazette", on the 10th day of March, 1892, and continued therein four 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 2^d day of April 1892.

Printers Fee \$11²/₂, Probate - 25.



S. S. Gardiner, Notary Public

Entry

6347

Afterward, on the 14th day of April, 1892, the following Entry was made on the Journal by the Clerk of said Court, to-wit: In the matter of the Application of M. W. Hill et al. to vacate Hill's Second Addition to

Journal 16, Page 168.

This day this cause came on for hearing on the petition of Morris W. Hill, Maggie A. Hill, Lydia Peet, M. Peet, Mary Rose, John B. Miller, Sarah B. Dove, Hannah Gates, S. S. Gardiner, William Burdner, James Malone, Mary J. Moore, Denna Adams, Jane Drake, Harry F. Gard, Martha Tracey, Melvina Linder, John Fisher and Thomas J. Gill to vacate the whole of Hill's First Addition to the Village of Richwood and part of Hill's Second Addition to the Village of Richwood in the County of Union, Ohio, described as follows:

Beginning at the south-east corner of Out Lot (16) sixteen formerly owned by Heylas Sabine and north-east corner of lot N^o: 444 of said Hill's Second Addition: thence westerly with the south line of said lot N^o: 16 and the south line of lots owned by Jane Drake N^o: 76, Conkright and J. Moffitt ⁷⁴ being the north line of said Hill's Second Addition to the south west corner of said Moffitt's lot, being the north-west corner of said Hill's Second Addition: thence southerly with the east line of the lands of C. D. Sidle ⁷⁴ west line of said Hill's Second Addition and west line of said Hill's First Addition to the south line of the terminus of Fisher Street and corner to M. W. Hill's land: thence easterly with the south line of Fisher Street and said M. W. Hill's land and north line of lot N^o: 569 of said Hill's First Addition to a point in the north line of said lot N^o: 569 opposite the south-east corner of lot 414 in said Hill's Second Addition and the west line of the alley in said Hill's Second Addition: thence northerly with the west line of the said alley to the north-east corner of lot N^o: 396 in said Hill's Second Addition: thence westerly with the south line of Hill Street to a point opposite the west line of Fulton Street: thence northerly crossing said Hill Street and with the west line of said Fulton Street to the north-east corner of lot N^o: 436 and south line of the alley immediately north of said lot N^o: 436: thence with the south line of said alley westerly to the north-east corner of lot N^o: 477: thence northerly with the west line of the alley running north and south crossing Walnut Street to the beginning containing the following lots and streets and all the alleys, to-wit: lots N^o: from 393 to and including N^o: 436 and lots N^o: from 444 to and including lot N^o: 567, also all of Wood Street, part of Walnut Street, part of Hill Street, all of Garden Street, all of south Fulton Street, all of Hill Street, and part of Fisher Street and all the alleys within said boundaries.

And the Court after hearing the evidence does find as follows: That due and legal notice of the pendency of said application has been given by publication for four consecutive weeks in the Richwood Gazette commencing on the 10th day of March, 1892, a newspaper published and of general circulation in the County of Union. That more than two-thirds of the persons owning lots or parts of lots, in said Hill's

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First Addition and in said Gills Second Addition to said Village
have made application to have said Hills first Addition and said
part of Gills Second Addition vacated.

It is thereupon ordered, adjudged, and decreed by the Court
that the plat of the whole of said Hills First Addition, and said
part of Gills Second Addition to the Village of Richwood Union County
Ohio, be and the same hereby is declared vacated and the same is
set aside and said lands restored in the same manner as if the
same had never been platted. And that the applicant pay the
costs of this proceeding taxed to \$- - -.

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 January, term, on
the 11th day of January in the year of our Lord one thousand eight
hundred and ninety-two.

Be it remembered that heretofore, to-wit, on the 16th day of April
1890, Tingley and Wagner filed in the Clerks Office of the said Court of
Common Pleas the following Petition against Denox Bros. to-wit:

Petition Tingley and Wagner, Plaintiffs

vs. Denox Brothers, Defendants

Court of Common Pleas,
Union County, Ohio.

Plaintiffs say they are a partnership formed for the pur-
pose of carrying on trade and business in the State of Ohio under
the said firm name of Tingley and Wagner, and that the defendants
are also a partnership formed for the purpose of carrying on trade
and business in said State of Ohio, under the firm name of Denox Bros.

Plaintiffs further say that about the 12th 14 days days of
November 1889 they contracted for, and purchased of defendants sixteen
car loads of corn, and at the following prices, to-wit: three carloads
represented by defendants as containing in all 1671 ³² bushels at \$.30 ³/₄
per bushel amounting to \$ 515. ⁹⁷ two carloads represented by defendants
as containing in all 1188 ³⁵ bushel at .30 ¹/₂ per bushel amounting to
\$ 362. ⁵³, and seven carloads represented by defendants as containing
7166 ² bushel at \$.29 ¹/₂ per bushel amounting to \$ 2113. ²⁹ making in all
10026 ⁴⁷ bushel as represented by defendants and worth in all \$ 2,990. ⁹⁷

That said corn was to be shipped and delivered by defendants
by the Erie dispatch line through Boston Massachusetts to Beverly
in said State and was to be all new high mixed corn guaranteed
by defendants to arrive sound, cool and sweet at its destination.

Defendants shipped corn at different times as the same was
procured by them, and drew on plaintiffs for the several amounts
of the corn when shipped according to the agreed price per bushel; and

plaintiffs relying upon the representations of defendants as to the amounts of corn so shipped, and their guarantee and agreement that the corn would arrive at its destination cool, sweet and in good condition paid to defendants in full for the amounts of corn claimed by defendants to have been shipped by them, to wit: \$2970.⁵⁷ for 10026¹² bushel as aforesaid. That certain carloads of said corn were found upon their arrival at Boston and upon inspection of the same at Boston according to the rule and custom of trade be not in good condition and cool and sweet as guaranteed by defendants, but was hot, wet and sour and damaged so that it was not merchantable as cool and sweet corn, and some of said carloads were also short in quantity and did not contain the amount represented by defendants and for which they were paid as aforesaid. The damaged corn the plaintiffs through their agents at Boston disposed of to the very best advantage for defendants and obtained the very best price that they could for corn in that condition, and promptly notified defendants of the condition of the carloads of said corn so damaged and short in quantity and the loss upon the same to plaintiffs the expenses incurred in disposing of said damaged corn &c. but defendant refused to make the same good to plaintiffs.

A statement is given of the number of each of the cars containing damaged corn and in which the corn was short in quantity the value of the damage shortage to wit:

No. Car	Am't. of corn represented	Actual Amt.	Price pd. per bu.	Damage or shortage	Value
5397	633 ³⁵ bu.	600 bu.	30 ¹ / ₂ ds.	Shortage	\$ 10.25
41872	605 "	556 "	29 ¹ / ₂ "	"	11.52
				Damaged	40.33
41306	555 "		30 ¹ / ₂ "	"	98.75
30454	630 "		29 ¹ / ₂ "	"	114.40
26370	555 "		"	"	100.90
13152	503 "		"	"	46.27
		495 ⁴ / ₆ "	"	Shortage	1.60
56518	750 "		"	Damaged	68.50
38392	812 ⁸ / ₁₀ "	731 ² / ₃ "	"	Shortage	17.37
			"	Damaged	74.09
13159	593 "	585 ⁵ / ₁₀₀ "	"	Shortage	0.89
			"	Damaged	101.81
					\$686.65

Plaintiffs say that by reason of said corn being wet, sour, hot and damaged and short in quantity in said cars, the numbers of which are given, and because said corn did not arrive cool and sweet as guaranteed by defendants, and because of the extra trouble and expense in making sale of said damaged corn, plaintiffs have sustained damage in said sum of 686.⁶⁵ with interest from December 30th, 1859.

Plaintiffs therefore ask judgment against defendants for said sum of \$686.⁶⁵ their damages so as aforesaid sustained with said interest, and plaintiffs ask all other and further relief to which they may be entitled.

Porter & Porter, Attorneys for Plaintiff

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John L. Porter being duly sworn makes oath that he is one of the attorneys for the plaintiffs in the above action; that the plaintiffs are all non residents of said County of Union and absent therefrom and affiant believes the facts stated in the foregoing petition to be true.
John L. Porter.

Sworn to by John L. Porter before me and signed by him in my presence this 16th day of April 1890.

Seal R. M. Leroy, Clerk

Præcipe To the Clerk:

Issue a Summons against the defendants returnable according to law. Endorse: Damages claimed \$686.⁶⁵ Interest from December 30th 1889. April 16th 1890. Porter and Porter, Attorneys for Plaintiff

Summons

Afterward, on the 16th day of April, 1890, a Summons was issued by the clerk of said Court indorsed to wit:

5967

State of Ohio. Union County: To the Sheriff of said County.

You are hereby commanded to notify Denox Brothers that they have been sued by Tingley and Wagner in the Court of Common Pleas of Union County, and must answer by the 17th 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 25th day of April, 1890.

Witness my hand and the seal of said Court, this 16th day of April, 1890. *Seal* R. M. Leroy, Clerk.

Endorsed: "Action for Damages". Amount claimed \$686.⁶⁵ with interest from December 30th, 1889."

And on the 24th 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: State of Ohio.

Ser. ^{ny} Return	30
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Copy	20
Total	\$3 70

Union County | Sheriff's Return
Received this writ April 16th, 1890, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to the writter named Denox Brothers, defendant, on the 23rd day of April 1890.
Thomas Martin, Sheriff.

Motion

5967

Afterward, on the 6th day of May, 1890, the following Motion was filed with the Clerk of said Court, to wit:

Tingley and Wagner, Plaintiff vs. Denox Brothers, Defendants
Court of Common Pleas, Union County, Ohio.

The defendants move the Court for an order requiring the plaintiffs to give security for costs in this case and for grounds of the motion say said plaintiffs are not residents of said County of Union and are a partnership firm doing business and using said firm name.

J. L. Cameron
Attorney for Defendant.

Afterward, on the 6th day of May, 1890, the following Answer was filed with the Clerk of said Court, to-wit:

Tingley & Wagner, Plaintiff
vs.
Court of Common Pleas
Union County, Ohio.

Denox Brothers, Defendant

Now comes the defendant and for answer to the plaintiffs petition says: That on the 13th day of November, 1889 it sold to plaintiff five car loads of corn at an agreed price of 30³/₄ cents per bushel which cars were then and there shipped from Richwood and the other two shipped from Blairtown in said County.

The cars shipped from Richwood were numbered 41505, 42265, 41065, and the cars shipped from Blairtown were numbered 3397 and 41306.

These cars were guaranteed as stated in said petition; and the defendant to avoid litigation offered to pay the plaintiff the sum claimed for damages to: out of that shipment, to-wit: the sum of \$10²⁵ for car N^o: 3397 and \$98⁷⁵ for car N^o: 41306, and the defendant hereby offers to allow plaintiff to take judgment for said sums, to-wit: the sum of \$109, with interest as claimed in said petition and for cost to this date.

The defendant says that long after the above sale was made to-wit: on the 14 day of December 1889 it sold the plaintiff eleven car loads of corn at 29¹/₂ cents per bushel said corn to be delivered on the railroad track at Richwood Ohio, and start out as plaintiff should direct but the defendant denies there being any guarantee or agreement that said corn should arrive at Boston or Beverly or any other place, cool, sweet or in good condition, but on the contrary there was no guaranty or agreement whatever about said corn after it should leave Richwood Ohio.

The defendant says that when he sold the last eleven car loads of corn the plaintiff gave him direction to ship two car loads to a point in Connecticut and promised to give direction as to the other cars as he should determine upon the same.

Defendant says it performed its part of said contract and delivered said corn and received its pay. And the defendant denies each and every other allegation and averment in plaintiffs petition which is not herein expressly admitted.

Wherefore the defendant asks to go hence and recover its cost
J. L. Cameron, Attorney for Defendants

State of Ohio,
Union County ss:

O. P. Denox being first duly sworn says he is a member of the firm of Denox Brothers defendant and that the facts stated and allegations made in the foregoing answer are true as he believes.

O. P. Denox.

Sworn to before me and signed in my presence this 6th day of May 1890.

[Seal] R. M. Gray, Clerk.

Afterward, on the 29th day of October, 1890, the following Reply was filed with the Clerk of said Court, to-wit:

Tingley & Wagner, Plaintiffs
vs.

Court of Common Pleas,
Union County, Ohio.

Denox Brothers, Defendants

Reply

5967

Entry

5967

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The plaintiffs reply to the answer of defendants and admit that the five cars first mentioned in plaintiffs reply were numbered as defendants say and that the corn thereon was guaranteed to arrive cool sweet and in good condition as therein stated, and admits that defendants have been paid for all the corn which they agreed to deliver to plaintiff. And plaintiffs deny each and every allegation of said answer not herein admitted to be true.

Porter & Porter, Atty. for Plff.

O. W. Porter, being sworn makes oath that he is one of the attorneys for the plaintiff in this action; that plaintiffs are all now residents of said County of Union and now absent therefrom and affiant believes the facts stated in the foregoing reply to be true.

O. W. Porter.

Sworn to by O. W. Porter before me, and signed by him in my presence this 29th day of October, 1890.

Seal

R. M. Crony, Clerk

By W. M. Wingerl, Deputy.

Entry

Afterward, on the 10th day of November, 1890, the following Entry was made on the Journal by the Clerk of said Court.

5967

Tingley & Wagner

vs.

Denox Brothers

Journal 15, Page 407

This day this cause is by agreement continued, the defendants waiving the defect on the endorsement on the envelope of the Boston depositions, and the fact that the officer failed to endorse on said envelope the title of this cause, the name of the officer taking the same to:

notice

Tingley & Wagner

vs.

Denox Brothers

Court of Common Pleas,
Union County, Ohio.

To Denox Brothers:

You are hereby notified and requested to produce on the trial of this case a letter or slip containing the terms of purchase and manner of shipment of the 11 car loads of corn purchased by plaintiff of defendant about December 14th, 1889 which letter was sent by plaintiff to defendants about said date and which contains evidence pertinent to the issue and said case

Plaintiffs also demand of defendants a copy of said letter or inspection and permission to take a copy of said letter.

February 5th, 1891.

Porter & Porter, Attorneys for Plaintiff.

Service acknowledged February 5th, 1891.

J. L. Cameron, Attorney for Defendants.

Entry

Afterward, on the 10th day of February, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

5967

Tingley & Wagner

vs.

Denox Brothers

Journal 15, Page 460.

This case is continued on motion and showing of plaintiffs

and at the cost of the plaintiff for this term. It is therefore adjudged that defendant recover of plaintiff its costs of this term. Defendants have leave to file amended answer by March 15."

Notice

Tingley & Wagner

vs.

Court of Common Pleas,

5967

Lenox Brothers

Union County, Ohio.

To Lenox Brothers:

You are hereby notified and informed requested to produce on the trial of this case a letter or slip containing the terms of purchase and manner of shipment of the 5 car loads of corn purchased of defendants by plaintiffs about November 13th, 1889 at the price of 30³/₄ cents per bushel three (3) of which car loads were shipped by Richwood, Ohio and two from Charbourne in said County which letter was sent by plaintiffs to defendants about said date, and which letter or slip contains evidence pertinent to the issue in said case. Plaintiffs also demand of defendants a copy of said letter or inspection and permission to take a copy of the said letter.

Porter & Porter,

Attorneys for Plaintiffs.

May 17th, 1891.

Service acknowledged by me May 19th, 1891.

J. B. Cameron, Attorney for Defendants.

Afterward, on the 26th day of May, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

Tingley & Wagner

vs.

Journal 15. Page 524.

Lenox Brothers

Leave given to defendants to file an amended answer same filed.

Amended Answer

Afterward, on the 25th day of May, 1891, an Amended Answer was filed with the Clerk of said Court, to wit:

Tingley & Wagner Plaintiff

vs.

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

5967

Lenox Brothers, Defendant

The defendants now come and by leave of the Court first had makes this its amended answer, and says: That on the 13th day of November, 1889, it sold the plaintiff five car loads of corn at an agreed price of 30³/₄ cents per bushel; which cars were three of them shipped from Richwood, and the other two from Charbourne in said County.

The cars shipped from Richwood were numbered 41585, 42265, 41065 and the cars shipped from Charbourne were numbered 3397 and 41306.

These cars were quaranted, as stated in said petition; and the defendants to avoid litigation offered to pay the plaintiffs the sum of \$109⁰⁰ with interest as claimed, and the defendant hereby offers to allow plaintiff to take judgment for said sum of one hundred and nine dollars and interest with cost of suit to the date of filing their original answer.

The defendant says, that long after the above sale was made to wit; on the 14th day of December, 1889 it sold the plaintiff two car

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loads of corn at 29½ cents per bushel said corn to be delivered on the railroad track at Richwood, and sent to the interior market directly to consumers as the plaintiff should direct; but defendants deny that there was any guarantee of any kind on said corn, but on the contrary there was no guarantee or agreement whatever about said corn after it should leave Richwood. Defendant says it performed its part of said contract, and received its pay, and it denies each and every allegation and averment in said petition not herein admitted.

Second Defense: For second and further defense the defendant says: that at the time of said sales, there was what was known to the plaintiff and defendant and to the public generally, a market called the "interior market" and also what is called the "sea board market". By the interior market is meant that corn or grain would be shipped to the consumers in small cities, or towns, and be for present use; and by the "sea board" was meant the such grain would be shipped to the large cities such as Boston and would there be placed in elevators, and be subject to a more rigorous inspection. The defendants say that at the time of said sales of corn it was the agreement and understanding between the parties that the corn was sold for the "interior" markets and that it would go directly to the consumers, and would not be subjected to the rigor of a custom house inspection, or such inspection as is made at the "sea board market".

The defendants say they would not sell corn to go to the sea board market, and this was so understood at the time of said sales. Defendants say that on said 14th day of December the said plaintiffs gave shipping directions for two cars of said corn to go to points in Connecticut to the interior market and that they were so shipped, and passed inspection and sold all right. That afterwards the plaintiff gave their shipping directions for the balance of said corn to go to Beverly, which is a small town, and which was according to the term of said contract, and the defendants supposed said grain was going directly to consumers, and shipped the same accordingly. But the plaintiff in violation of its agreement and understanding with defendant diverted said grain from its place of destination, and stopped it in Boston at the sea board market, and would not let it go on to Beverly as directed, all of which was without the knowledge or consent of defendant. The defendant says that the corn shipped from Richwood that was diverted from its destination and stopped at Boston was equal in quality to that shipped to points in the interior, and that it would have passed inspection in the interior market, and that it was good merchantable corn when shipped, and if it was in any manner damaged it was because of being diverted from its course and left on the track at the city of Boston. All the allegations of the petition not herein expressly admitted are denied. Having thus fully answered the defendant asks to go hence without day and recover its costs and for all proper

relief.

J. L. Cameron
D. W. Ayers, Attorneys for Defendant.

The State of Ohio,
Union County ss

O. P. Denox being first duly sworn says the facts stated and allegations made in his foregoing answer are true as he believes.
O. P. Denox.

Sworn to before me and signed in my presence this 25th day of May 1891. [Seal] R. M. Brody, Clerk.

Entry 5967
Tingley & Wagner
vs.
Denox Brothers
Journal 15, Page 524.

This day on motion of plaintiff they have leave to reply to defendants answer by the first day of September next. The former order of this Court fixing said time at August first is set aside.

Reply 5967
Tingley & Wagner
vs.
Denox Brothers
Court of Common Pleas,
Union County, Ohio.

The plaintiffs reply to the amended answer of defendants and admit that defendants about November 1889 sold to plaintiff five car loads of corn at an agreed price of 30³/₄ cents per bushel and that said cars were numbered as alleged, and from the points as therein stated, and that said cars were guaranteed as defendants state. That cars numbered 3397 and 41306 were shipped by defendants to Schenectady New York and the corn in them sold there. And plaintiffs admit that about December 14th 1889 defendants sold to plaintiff eleven car loads of corn at 29¹/₂ cents per bushel, and that defendants received their pay, and that two of said 11 cars were by plaintiffs direction shipped to points in the State of Connecticut. And plaintiffs admit that the balance of said 11 cars of corn were directed by them to be shipped to Beverly but defendants were directed to ship the same by the Erie Dispatch line through Boston. And plaintiffs aver that if said corn had been shipped on to Beverly in the wet, sour and damaged condition it was in when it arrived at Boston it would have been without a market and unsalable as there was no market for such corn at Beverly and corn in the condition this was in could be sold at Boston, and by selling at Boston a much better price was realized for the corn than would have been realized at Beverly; and it was to the advantage of the defendants to have the same disposed of at Boston.

Plaintiffs deny each and every allegation of said amended answer not herein expressly admitted to be true.

Porter & Porter, Attorneys for Plaintiff.

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Verdict:

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John L. Porter makes oath that he is one of the attorneys for the plaintiff in the above case; that plaintiffs are all now residents of said County of Union and now absent therefrom. And affiant believes the facts stated in the foregoing pleading to be true.

John L. Porter

Sworn to by John L. Porter before me and signed by him in my presence this 6th day of August, 1891.

{Seal} F. A. Thompson, Notary Public.

Entry

Afterward, on the 12th day of January, 1892, the following entry was made on the Journal by the Clerk of said Court, to-wit:

5967

Tingley & Wagner

vs

Journal 16. Page 103

Denox Brothers

This day came the parties by their attorneys, also came the following named persons as Jurors, to-wit: Isaac Shirk, Rubin Poling, Jacob Beem, William Collins, F. W. Perkins, Cliff Seely, C. D. Brown, J. W. Barnes, C. E. Ballinger, Clarence Farrum, George Renner, and D. C. Bolenbaugh who were duly impaneled and sworn, and the trial proceeded and the said Jury having heard the evidence in part the further hearing of this cause was continued until 9 o'clock tomorrow morning, to which time Court then adjourned.

Entry

Afterward, on the 13th day of January, 1892, the following entry was made on the Journal by the Clerk of said Court, to-wit:

5967

Tingley & Wagner

vs

Journal 16. Page 106.

Denox Brothers

This day again came the parties by their attorneys, also came the Jury heretofore impaneled and sworn in this cause, and the said Jury having heard the evidence adduced and the arguments of counsel in part, the hour of adjournment having arrived this cause was continued until 9 o'clock tomorrow morning to which time Court adjourned.

Entry

Afterward, on the 14th day of January, 1892, the following entry was made on the Journal by the Clerk of said Court.

Tingley & Wagner

vs

Journal 16. Page 111.

Denox Brothers

This day again came the parties by their attorneys, also came the Jury heretofore impaneled and sworn herein, and the said Jury having heard the remaining arguments of counsel, and the charge of the Court retired to their room in charge of the Sheriff for deliberation. And now comes said Jury into open Court with their verdict in writing signed by their foreman and say: "We, the Jury, being duly impaneled and sworn, find the issues in this case in favor of the plaintiffs and assess the amount due to the plaintiffs from the defendants at the sum of \$168.37, interest included." F. W. Perkins, Foreman.

Verdict:

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Plaintiff.

Entry 5967 Afterward, on the 11th day of February, 1892, the following Entry was made on the Journal by the Clerk of said Court, to-wit:
 Tingley vs. Wagner
 As. Journal 16. Page 142.
 Demoe Brothers

This day this cause came on for hearing upon the motion of plaintiffs to have the verdict of the jury rendered in this cause set aside and a new trial granted to plaintiffs in said case, and the Court being advised in the premises do overrule said motion to which ruling, judgment and decision the plaintiff then and there excepted.

It is therefore considered that the plaintiffs recover of the defendants said sum of one hundred ^{and} sixty-eight ^{and} ³⁷/₁₀₀ dollars so found and returned by the jury in their verdict, and that plaintiff recover of defendants their costs in this behalf expended taxed at 3- To all of which judgments, rulings, ^{and} decisions the plaintiff then and there and at the time excepted.

Attest
 R M Cory 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 November, to-wit, on the 19th day of November 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 October 1891 Joseph Parish filed in the Clerk's office of the said Court of Common Pleas the following Petition against Nancy Parish, to-wit:

Petition 6258 Joseph Parish, Plaintiff.
 As. Nancy Parish, Defendant.
 Court of Common Pleas, Union County, Ohio.

Plaintiff states: he 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. That on the 1st day of October at Union County, Ohio, he was married to the defendant and ever since said marriage he has been a faithful and indulgent husband towards defendant. That on or about the 30th day of September (prior to said marriage) plaintiff and defendant entered into an anti-nuptial contract whereby plaintiff agreed to and with defendant (in consideration of defendant barring herself of dower and all other rights of plaintiff in and to plaintiff's estate) to pay to defendant the sum of one hundred dollars per year from and after plaintiff's decease and to convey to defendant a life estate (subject to his own life estate) in and to lot N^o 670 in O. Burns addition to Richwood Union County, Ohio, which deed was then and there executed and delivered to defendant. That on or about the 4th day of June, 1891, the

Affidavit

6258

Proof of Publication

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defendant without the fault of plaintiff and without any cause whatever left plaintiff, and has remained away from plaintiff ever since, and plaintiff has not heard of her since said 4th day of June 1891. That defendant said when she left plaintiff, and frequently before that time that she was tired of living with plaintiff, and intended to leave him and would never return to him. That plaintiff is an old man in poor health and feeble and has been sick for some time past and needed the care and attention of his wife. That defendant with full knowledge of plaintiff's condition and needs has willfully neglected him in the manner aforesaid. Wherefore plaintiff prays that he may be divorced from the defendant; that said contract and deed be set aside, that she be divested of any and all rights in and to plaintiff's estate real and personal, and for all proper relief.

State of Ohio.

S. S. Gardiner, Attorney for Plaintiff.

Union County, ss

Joseph Parish being duly sworn says he is the plaintiff in the above case; that the facts and allegations in the foregoing petition are true as he verily believes.

Joseph ^{his} Parish

Sworn to and subscribed before me this 30th day of September, 1891.

Jason Case, J. P.

Affidavit

Afterward, on the 2nd day of October, 1891, the following Affidavit was filed with the Clerk of said Court, to-wit:

6258

Joseph Parish, Plaintiff.

vs.

Nancy Parish, Defendant

Court of Common Pleas,
Union County, Ohio.

Joseph Parish being duly sworn says the residence of the said Nancy Parish is unknown to him and cannot with reasonable diligence be ascertained.

Joseph ^{his} Parish

Sworn to and subscribed ^{enough} before me this 30th day of September 1891.

Jason Case, J. P.

Proof of Publication

Afterward, on the 4th day of December, 1891, a Proof of Publication was filed with the Clerk of said Court, to-wit:

Legal Notice

Nancy Parish whose residence is unknown will take notice that on the 2nd day of October, 1891, Joseph Parish filed his petition in the Court of Common Pleas of Union County, Ohio, being case No. 6258 praying a divorce from said Nancy Parish on the grounds of gross neglect of duty and for relief from anti-nuptial agreement. Said cause will be for hearing on and after the 20th day of November 1891.

Joseph Parish.

The State of Ohio,

Union County, ss:

I, Mrs. F. A. Graham, publisher, being duly sworn, say that the notice hereto attached was published in the Richwood Gazette on the 22nd day of October, 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 2^d day of December 1891. [Seal] S. S. Gardiner.

Printers Fees 2 50. Probate, 25.

Entry
6258

Afterward, on the 5th day of December, 1891, an Entry was made on the Journal by the Clerk of said Court.

Joseph Parish.

vs.

Nancy Parish

Journal 16. Page 91.

Now comes the plaintiff 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. And the defendants having been legally summoned by publication and having failed to appear the Court find her in default for answer and demurrer to said petition and that the allegations thereof are confessed by her to be true.

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

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

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

And the Court further find that the said parties made by entered into an anti-nuptial agreement which is recorded in book of Deeds "A." Page 296 of the Recorder's office of said County, and that in accordance with said agreement the plaintiff conveyed to defendant a life estate subject to his own life estate in and to lot No. 650 in Bemis addition to Richwood, Union County, Ohio, which deed is recorded in Volume 66, Page 553 of Union County Records of Deeds. And that by reason of said gross neglect of duty the defendant has forfeited her rights under and by virtue of said anti-nuptial agreement.

It is therefore ordered and decreed that the defendant be for ever divested of any and all claim, title or interest in and to said real estate, and of all interest under and by virtue of said agreement. And that the plaintiff pay the costs of this proceeding taxed to \$--.

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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 Honourable John A. Price, Judge of said Court of the term of November, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that heretofore, to wit, on the 11th day of September 1891, Martha J. Weaver filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Alfred Weaver, to wit:

Petition Martha J. Weaver, Plaintiff

6246 Alfred Weaver, Defendant.

Court of Common Pleas, Union County, Ohio.

The plaintiff says she has been a resident of the State of Ohio for more than the year last past and is now a bona fide resident of the County of Union. On or about the 1st day of January, A. D. 1891, at Marysville Ohio she was married to the defendant. That one child has been born of such marriage now an infant named Edward S. Weaver.

The defendant has in disregard of his marital duties refused and willfully neglected since their said marriage to provide plaintiff with the necessaries of life, so that plaintiff has been compelled to live upon the charity of friends though the defendant has been all of the time since their said marriage well able to work and provide for the wants of the plaintiff. That she has been in poor health most of the time since their said marriage in addition to her sickness consequent upon the birth of their said child and although the same was well known to the defendant he neglected and refused to provide plaintiff with medical aid or provide for her in any way, and she was compelled to rely upon the charity of friends.

Wherefore plaintiff prays that she may be divorced from the defendant and that she may be decreed to have the custody of said child and such other relief as is proper.

D. W. Byers, Attorney for Plaintiff.

State of Ohio, Union County S.S.

Martha J. Weaver, being first duly sworn says the facts stated and allegations in her foregoing petition are as she believes true. Martha J. Weaver

Sworn to before me and signed in my presence by the said Martha J. Weaver this 11th day of September, A. D. 1891. [Seal] R. L. Woodburn, Notary Public.

To the Clerk:

Præcipe

Issue Summons and copy of Petition in the above case to the Sheriff of Delaware County, Ohio, returnable according to law. Endorse: "Action for Divorce."

Summon

Afterward, on the 11th day of September, 1891, a Summons was issued by the Clerk of said Court, endorsed as follows:

The State of Ohio
Union County ss:

To the Sheriff of Delaware County:

You are hereby commanded to notify Alfred Weaver that Martha J. Weaver 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 decreed 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 21st day of September, 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, Ohio this 11th day of September, 1891.

R. M. Erory, Clerk,
"Divorce" custody of child Seal Per W. M. Knight, Deputy.

Sheriff's
Return

And on the 15th day of September, 1891, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows, to wit:

Service	30
Copy	25
Mileage	64
Docket	10
Return	25
Postage	02
Total	\$ 1 56

Received 9 o'clock A.M. on the 12th day of September, 1891 and on the 14th day of September, 1891, I served the same by delivering to Alfred Weaver personally, a true copy thereof together with a true copy of the petition.

Thomas R. Griffith, Sheriff.
By John D. Griffith, Deputy.

Entry

6246

Afterward, on the 5th day of December, 1891, an entry was made on the Journal by the Clerk of said Court, to wit:

Martha J. Weaver
vs.
Alfred Weaver
Journal 16. Page 90.

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

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

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty towards the said plaintiff and as in her petition alleged, 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 Martha J. Weaver and Alfred Weaver be and the same hereby is dissolved and

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both parties are released from the obligations of the same.
 It is further ordered that the custody, care, education and control of the said child of the parties hereto be until further order confided to the said Martha J. Weaver exclusively. And the said Alfred Weaver is hereby enjoined from interfering in any manner and from visiting said child until further order from the Court. It is further considered by the Court that the 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 Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John S. Price, Judge of said Court of the term of November, to-wit on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 15th day of July 1891, Susanna Shirk filed in the Clerks Office of the said Court of Common Pleas the following Petition against Job Shirk, to-wit:

Petition Susanna Shirk, Plaintiff

6224

vs.
 Job Shirk, Defendant

Court of Common Pleas,
 Union County, Ohio.

Plaintiff says she has been a resident of the County of Union, State of Ohio, for more than a year last past and is now a bona-fide residents of said County.

She further says that on the 21st day of May, A. D. 1863 she was married to the defendant whom she asks to be made a party hereto. She further says that she has always conducted herself toward the defendant as a faithful and obedient wife yet he disregarding his duties has been willfully absent from the plaintiff for more than three years last past, and has also been guilty of gross neglect of duty toward her, wholly neglecting and failing to furnish her any of the necessaries of life. That while living together as husband and wife the defendant was cross, cruel, and abusive toward her making her life unendurable with him.

During their married life they have had born unto them as the fruits of said marriage Mary C. Shirk now over eighteen, James Marson now over 21, Abner C. now over 21 years, Eva L. now over 18 years, Sarah C. past 18 years, Laura A. 16 years of age, Marra J. now 15 years of age, William G. now 12 years of age, Elmer A. past 9 years of age, Harriett F. now 6 years old.

Plaintiff prays for divorce upon the final hearing of this petition and for the custody, care, control and education of the two minors Elmer A. & Harriett F. Shirk and for all proper relief in the premises.
 Susanna Shirk by J. M. Kennedy, Atty.

Præcipe To the Clerk:
 Issue Summons and copy of petition to Sheriff of Union County, Ohio. Endorse: Divorce and custody of children prayed for
 J. M. Kennedy, Attorney for Plaintiff

Summons 6224 Afterward, on the 15th day of July, 1891, the following Summons was issued by the Clerk of said Court, indorsed to wit:

The State of Ohio,
 Union County ss: To the Sheriff of Union County:
 You are commanded to notify Job Shirk that Susanna Shirk 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 and absence and asking that she be divorced from him, and for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after service of this writ. You will make due return of this summons on the 27th day of July, 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 15th day of July, 1891. *Seal* R. M. Croy, Clerk.

Endorsed: Summons in action for Divorce, & custody of children.

Sheriff's Return. And on the 27th day of July, 1891, the Sheriff returned said writ to the Clerk's Office in said County, which return is as follows:

Service	\$ 30
Copy	40
Mileage ^{3/4}	4 50
on Petition	3 20
Total.	\$ 8 70

Received 10 o'clock A. M. on the 15th day of July, 1891, and on the 27th day of July, A. D. 1891, I served the same by delivering a certified copy thereof with the endorsements thereon together with a certified copy of the petition in this case to Job Shirk, the within named defendant. Thomas Martin, Sheriff.

Entry 6224 Afterward, on the 18th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Susanna Shirk
 vs.
 Job Shirk
 Journal 16, Page 58.

This day this cause came on for hearing on the petition of the plaintiff, the defendant being in default for answer or demurrer, and the Court after hearing the evidence and being fully advised in the premises do find as follows, to wit:

1. That at the date of filing this petition plaintiff was a bona fide resident of said County.
2. That due notice of the pendency of this petition had been served upon the defendant.
3. That the defendant had been guilty of willfull absence from the plaintiff for more than three years past.

It is thereupon ordered and adjudged by the Court that said plaintiff and defendant be divorced, and that the custody care and education of Elmer A. Shirk and Harriett L. Shirk

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be in the plaintiff and that she recover her costs herein expended taxed at 8. ---

Attesty
R. M. Perry 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 9th day of November, in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that heretofore, to-wit, on the 6th day of August 1891, Richardson H. Thurman filed in the Clerks Office of the said Court of Common Pleas the following Petition against Samuel W. Dolbear, et al. to-wit:

Petition Richardson H. Thurman, Plaintiff

vs.

6232 Samuel W. Dolbear, Elizabeth Dolbear, his wife, Adlard Bros., James Heakin & Co., Henderson Pullington, O. K. Wood & Co. Defendants

Court of Common Pleas
Union County, Ohio.

The plaintiff says: That on the 1st day of December, 1885, the defendant, Samuel W. Dolbear, made and delivered to plaintiff his bond of that date and thereby obligated himself to pay, and promised to pay to plaintiff, his executors, administrators, or assigns the sum of one thousand dollars in five years after said date, December 1st, 1885, with interest thereon at the rate of eight per cent. per annum, payable semi-annually on the first day of June and December in each and every year, until said bond is fully paid.

That the interest has been paid on said bond, according to its terms, up to June first 1888. That no further payment has been made on said bond. And there is now due upon the same from the defendant Samuel W. Dolbear, to the plaintiff, the sum of one thousand dollars, with interest at eight per cent. payable semi-annually from June first 1888. A copy of said bond is hereto attached and marked "Exhibit A." and made a part hereof.

Second Cause of Action:

The plaintiff further says that the said defendant Samuel W. Dolbear, and Elizabeth Dolbear, on the said 1st day of December, 1885, to secure the payment of said bond executed and delivered to plaintiff their mortgage deed, and thereby conveyed to the plaintiff, his heirs and assigns, the following lands and tenements situate in said County of Union and State of Ohio, and in the village of Marysville, and described as follows, to-wit: Being all of lots No. 231, 232, 233, 234, 235-

236, 237, 238, 240, 241, and part of lot N^o 230 in Samuel C. Deis Addition to said village of Marysville, as numbered on the plat of said Addition to said village of Marysville, as recorded in the office of the Recorder of Union County, State of Ohio, in Plat Book Pages 72^{3/4} 73.

The condition contained in said mortgage deed was in substance that if the said Samuel W. Dolbear, his heirs, executors and administrators should pay to the plaintiff, his executors administrators or assigns, the said sum of money, and interest as expressed in said bond and according to the tenor and effect of the same, then this mortgage deed should be void, otherwise to be and remain in full force and virtue.

On the 12th day of December, 1885 at 5 o'clock P. M. the said mortgage deed was delivered to the Recorder of said County of Union, to be by him entered on record, and was recorded by him on the 13th day of December, 1885, in Record of Mortgages Volume 22, Page 401^{3/4} 402.

The plaintiff says that said deed has become absolute, and there is due and remaining unpaid, on said indebtedness the said sum of \$1000⁰⁰ with interest at eight per cent. payable semi-annually, from June 1st, 1888.

That the defendants Adlard Brothers, James Heakin & Co, and Henderson & Fullington, and O. K. Wood & Co. as plaintiff is advised and chargesⁱⁿ some lien upon the real estate above described by a judgment lien or otherwise.

The said O. K. Wood & Co. claim to have a judgment in the Circuit Court of the United States at Columbus Ohio, against said Dolbear and plaintiff desires and asks that said defendants may be made parties defendant hereto, and that each of said defendants be required to answer and set forth their lien upon said premises if any they have, or on failure to so answer and set up their lien that each of said defendants be estopped from afterward asserting any claim, or lien as to or against the real estate above described.

The plaintiff asks judgment against said Samuel W. Dolbear for said sum of one thousand dollars with interest at eight per cent. payable semi-annually from the 1st day of June 1888; that said mortgage may be foreclosed, the said premises ordered to be sold, and the proceeds applied to the payment of said indebtedness, and that the plaintiff have such other and further relief as in equity and justice he is entitled to.

Porter & Porter,

Attorneys for Plaintiff.

John D. Porter being duly 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 further makes oath that he believes the facts stated in the foregoing petition to be true.

John D. Porter.

Copy of Bond.

Exhibit "A."

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Samuel W. Dolbear
 Plaintiff.
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 Porter.

Copy of
 Bond.
 Exhibit
 "A."

Sworn to by John L. Porter, before me, and signed by him in
 my presence this 6th day of August, 1891.
 J. A. Thompson, Notary Public.

Know all men by these Presents, that Samuel W. Dolbear of the
 village of Marysville, Union County, State of Ohio, am held and
 firmly bound unto Richardson H. Thurman of the City of Troy,
 Rensselaer County, State of New York in the sum of two thousand
 dollars lawful money of the United States of America to be paid
 to the said Richardson H. Thurman, his executors, administrators
 or assigns: for which payment well and truly to be made, I bind my-
 self, my heirs, executors and administrators firmly by these presents.

Sealed with my seal dated the first day of December one
 thousand eight hundred and eighty five.

The condition of the above obligation is such, that if the
 above bounden Samuel W. Dolbear, his heirs, executors, or administra-
 tors shall well and truly pay or cause to be paid, unto the
 above Richardson H. Thurman his executors, administrators or
 assigns, the just and full sum of one thousand dollars, five years
 from December 1st, 1885 with interest thereon at the rate of eight
 per cent. per annum payable semi annually on the first day of
 June and December in each and every year, both principal and
 interest being payable to the holders hereof in the City of Troy
 New York and also to pay all taxes levied on same premises with-
 out any fraud or other delay, then the above obligation to be void
 otherwise to remain in full force and virtue.

And it is hereby expressly agreed, that should any default be
 made in the payment of the said interest, or of any part thereof,
 on any day whereon the same is made payable as above expressed,
 and should the same remain unpaid and in arrear for the space
 of thirty days, then and from henceforth, that is to say, after the
 lapse of the said thirty days, the aforesaid principal sum of one
 thousand dollars with all arrearage of interest thereon, shall, at
 the option of the said Richardson H. Thurman, or his legal repre-
 sentatives, become and be due and payable immediately thereafter
 although the period first above limited for the payment thereof may
 not then have expired, any thing hereinbefore contained to the contrary
 thereof in anywise notwithstanding.

Sealed & delivered in
 the presence of
 A. H. Mory,
 T. B. Fulton.

Signed } S. W. Dolbear

L. S.

Statement of interest paid on the within Bond made by
 S. W. Dolbear to R. H. Thurman for \$1000⁰⁰, dated December 1st, 1885.
 June 1st, 1886, Received interest to June 1st, 1886, \$40⁰⁰.
 November 29th, 1886, Received interest to December 1st, 1886, \$40⁰⁰.
 May 31st, 1887, Received interest to June 1st, 1887, \$40⁰⁰.
 December 2nd, 1887, Received interest to December 1st, 1887, \$40⁰⁰.

May 31st, 1888. Received interest to June 1st, 1888, \$40⁰⁰.

Memorandum

No interest has been paid on this Bond since June 1st, 1888, there will due June 1st, 1891, 3 years interest at 7% = \$240⁰⁰, interest on \$1000⁰⁰ at 7% from June 1st to November 6 = \$34⁶⁶, making the total amount due including principal \$1274⁶⁶.

Waiver

Richardson H. Thurman
vs.
Samuel W. Dolbear et al

Court of Common Pleas,
Union County, Ohio.

We, the defendants, in the above entitled and foregoing case hereby waive the issuing of Summons and process against us and waive the service of the same upon us, and we hereby enter our appearance as defendants in said cause without process, or service of process upon us.

Samuel W. Dolbear,
Elizabeth Dolbear.

Henderson^{3d} Fullington,

Adlard Bros, by Jas. M^{rs} Campbell their atty

James Heekin^{and Co}

O. K. Wood^{and Co}, by J. W. Collins, Atty.

By Cole^{and Bales} Attys

Answer

of
O. K.
Wood^{and Co}

Afterward, on the 18th day of September, 1891, the following Answer was filed with the Clerk of said Court, to-wit:

Richardson H. Thurman, Plaintiff

Court of Common Pleas
Union County, Ohio.

vs.
Samuel W. Dolbear et al Defendants

And now comes the defendant O. K. Wood^{and Company}, a firm formerly doing business in the State of Ohio, and says that heretofore, to-wit: at the December term of the Circuit Court of the United States for the Eastern Division of the Southern District of Ohio, in a cause then pending therein wherein O. K. Wood and Company, this defendant, was plaintiff, and Samuel W. Dolbear and --- Wood were defendants, a judgment was rendered in favor of the said plaintiff therein for the sum of six hundred eighty-seven and ¹⁰/₁₀₀ dollars (\$687¹⁰/₁₀₀) in favor of the said plaintiff in said cause and against the said Samuel W. Dolbear and the other defendants therein.

That on the first day of December, 1886, the said judgment together with \$--- the costs thereof became a lien upon the premises described in the petition of the plaintiff and has so continued ever since.

That no part of said judgment or costs has been paid and the same is now due to this defendant.

Whereupon this defendant asks that the same be paid out of the proceeds of the sale to be made in this case.

State of Ohio,
Franklin County,

J. H. Collins, Attorney for
O. K. Wood^{and Company}.

J. H. Collins being duly sworn according to law says that he believes the statements contained in the foregoing answer are true; and that he is the attorney of the said O. K. Wood^{and Co}.

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who are now non-residents of the State of Ohio and are absent therefrom.

J. H. Collins.

Sworn to before me and subscribed in my presence by J. H. Collins this 16th day of September, 1891.

Henry M. Butler, Notary Public in and for Franklin County.

Afterward, on the 16th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Richardson H. Thurman

vs.

Journal 16, Page 54.

Samuel W. Dolbear et al

This day came the plaintiff by his attorney and the defendants Samuel W. Dolbear and Elizabeth Dolbear still failing to answer or demur to plaintiff's petition it is considered that the defendant Samuel W. Dolbear doth the plaintiff the sum of twelve hundred and seventy-four ²⁴/₁₀₀ ⁶⁶/₁₀₀ dollars (\$1274.⁶⁶) as the plaintiff has claimed in his petition.

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant Samuel W. Dolbear said sum of \$1274.⁶⁶ and also his costs in this behalf expended taxed at \$---. And it is further ordered and adjudged that in case said defendant Samuel W. Dolbear fails for one day from November 19th 1891 to pay to plaintiff said sum of \$1274.⁶⁶ so as aforesaid found his due with costs of suit, an order issue to the Sheriff of said County of Union commanding him to cause the lands and tenements in said petition described to be appraised, advertised and sold according to law and bring the proceeds of said sale into Court to be subject to the future order of the Court. Said judgment to draw interest at 8 per cent. from November 6th, 1891.

Order of Sale

Afterward, on the 20th day of November, 1891, an Order of Sale was issued by the Clerk of said Court, to-wit:

The State of Ohio,

Union County ss:

To the Sheriff of said County:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 16th day of November 1891 Richardson H. Thurman obtained a Judgment and Decree against Samuel W. Dolbear, Elizabeth Dolbear for the sum of twelve hundred and seventy-four ²⁴/₁₀₀ ⁶⁶/₁₀₀ dollars and nine ³⁵/₁₀₀ dollars, costs of suit.

And whereas, it was then and there by said Court ordered, adjudged, and decreed, that the said Samuel W. Dolbear and Elizabeth Dolbear within one day from the 16th day of November 1891 pay unto the said Richardson H. Thurman the said sum of twelve hundred and seventy-four ²⁴/₁₀₀ ⁶⁶/₁₀₀ dollars with interest from the 6th day of November, 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

1st, 1888, there rest on \$1000⁰⁰ total amount

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company, a says that Court of the in District of Wood and W. Dolbear ordered in up hundred id plaintiff bear and

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Money for ²⁴/₁₀₀ Company.

says that answer are Wood ²⁴/₁₀₀ Co.

described in the plaintiff's petition &c. And Whereas, the one day aforesaid have fully expired, and the said sum of twelve hundred and seventy-four ³⁴/₁₀₀ 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, and in the village of Marysville described as follows: Being all of lots N^o. 231, 232, 233, 234, 235, 236, 237, 239, 240, 241, and part of lot N^o. 230 in Samuel C. Lee's Addition to said village of Marysville as numbered on the plat of said addition to said village of Marysville as recorded in the office of the Recorder of Union County, State of Ohio, in Plat Book, Pages 72 ^{and} 73

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 the said Court of Common Pleas, and the seal of said Court at Marysville this 20th day of November A. D. 1891.

{Seal} R. M^o. Brown, Clerk.

And on the 28th day of December, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Sheriff's Return

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Return	50
Total	\$ 5 37
Appraisers Fee	3 00
Printers Fee.	11 70

The State of Ohio, | Sheriff's Return.
 Union County ss: |
 Received this writ the 20th day of November, 1891, and on the 25th day of November, 1891 I called an inquest of G. Houston, H. Harrington and S. W. Bowd 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: \$1025⁰⁰) 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 26th day of December, 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

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struck off and sold to Richardson Thurman as follows: lot N^o 240^{3/4} 239 for \$75⁰⁰ each; and lots N^o 237, 236, 235, 234^{3/4} 233 for \$84⁰⁰ each; and lot N^o 232^{3/4} 231, and part of 230 for \$60⁰⁰ for all, making in all the sum of eight hundred and five (\$805⁰⁰) dollars, he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value. (Seal) R. M. Crory, Clerk.

Proof of Publication

Sheriff's Sale

Richardson H. Thurman vs. Samuel W. Dolbear 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, at or about the hour of one o'clock P.M. on Saturday December 26th, 1891, the following real estate situated in the village of Marysville, County of Union and State of Ohio, and described as follows: Being all of lots N^o 231, 232, 233, 234, 235, 236, 237, 239, 240, 241, and part of lot N^o 230 in Samuel C. Deis addition to said village of Marysville, as numbered on the plat of said addition to said village of Marysville as recorded in the office of the Recorder of Union County, State of Ohio in Plat Book, Pages 72^{3/4} 73.

Lots N^o 241, 240^{3/4} 239 appraised at \$100⁰⁰ each; lots N^o 237- 236- 235, 234, 233 appraised at \$125⁰⁰ each; lots N^o 232, 231, and part of lot N^o 230 appraised at \$225⁰⁰ for all. Terms of Sale, cash. November 25th, 1891. Thomas Martin, Sheriff Union County, Ohio

The State of Ohio, Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with November 25th, 1891. W. O. Shearer.

Sworn to and subscribed before me this 11th day of January 1892 (Seal) R. M. Crory, Clerk By W. M. Wierget, Deputy.

Entry

Afterward, on the 19th day of January, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit: Richardson H. Thurman vs. Samuel W. Dolbear et al Journal 16, Page 119.

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 has been in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Richardson H. Thurman of the city of Troy, County of

Russell and State of New York by deed in fee simple the lands, lots and tenements so sold. And a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court find upon evidence that the lot described in the mortgage and proceedings as part of lot n^o. 230 is all of said lot but subject to 9th street in the village of Marysville in said County, and the Sheriff is ordered to so describe said lot n^o. 230 in the deed to the purchaser.

And the Court coming on now to distribute the proceeds of said sale, it is ordered that of said proceeds the Sheriff make distribution as follows:

First: The costs of this action.

Second: To the plaintiff the amount heretofore found his due with interest, to wit: the sum of \$---

And the Court finding that there is not enough of said proceeds to pay plaintiff's claim, there is nothing further to distribute.

Attest
J. M. Croly 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 February, to wit, on the 9th 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 12th day of December, 1890, Edwin Oddie filed in the Clerk's Office of the said Court of Common Pleas the following petition against William Crowder
Edwin Oddie, Plaintiff

vs.
William Crowder and
Sarah Crowder, his wife
Defendants

Court of Common Pleas,
Union County, Ohio.

First Cause of Action: The defendant William Crowder is indebted to plaintiff in the sum of one thousand dollars with interest at six and one half 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:

\$1000⁰⁰ Richmond, Indiana, April 25th, 1889.

Five years after date, I promise to pay to the order of Joseph J. Dickinsson, one 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's fees. The Crowders 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 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.

(Signed) William Crowder

P. O. Peoria, Union County, Ohio.

Said note has the following indorsement: "Pay to the order of Edwin Oddie without recourse on me."

(Signed) Joseph J. Dickinson.

There are no credits, and no other indorsements. Two of the coupons attached to said note are due, one is wholly unpaid and the other is partially unpaid, and this principal note, therefore, is now due.

Second Cause of Action: The defendant William Crowder is indebted to plaintiff for five per cent. attorneys fees as stipulated (in said principal note) to be paid on said principal sum. Said contract for the payment of attorneys fees is good and valid by the laws of the State of Indiana where said agreement was entered into and where said note and attorneys fees, are payable.

Third Cause of Action: The defendant William Crowder is indebted to plaintiff in the sum of twenty-five dollars with interest at eight per cent. payable semi-annually, from the first day of March 1890, on a certain coupon interest note (attached to principal note set out under first cause of action) of which the following is a copy with all credits and indorsements:

§ 32 ⁵⁰ Richmond, Indiana, April 25th, 1889.

March 1st, 1890, after date, I promise to pay to the order of Joseph J. Dickinson thirty-two ⁵⁰ 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 second semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

(Signed) William Crowder

The only indorsement is as follows: Pay to the order of Edwin Oddie without recourse on me.

(Signed) Joseph J. Dickinson

The only credit on said coupon note is as follows: March 31st 1890, \$7 ⁵⁰ paid.

Fourth Cause of Action: Defendant, William Crowder is further indebted to plaintiff in the sum of thirty two ²⁴ ⁵⁰ dollars, with interest

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Marysville, ... District ... Honorable ... ry. town, on ... and eight

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at eight per cent. (payable semi-annually) from the first day of September, 1890, on another interest coupon note which was attached to said principal note (given under first cause of action) and of which the following is a copy with all indorsements:

\$ 32.⁵⁰ Richmond, Indiana, April 25th, 1889.

September 1st, 1890, after date, I promise to pay to the order of Joseph J. Dickinson thirty-two $\frac{50}{100}$ 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 third semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

(Signed) William Crowder

The following is the only indorsement: "Pay to the order of Edwin Oddie without recourse on me."

(Signed) Joseph J. Dickinson

There are no credits on said coupon.

Fifth Cause of Action: At the time of delivering the above mentioned principal note and coupons, and to secure the payment of the same the defendant William Crowder duly executed and delivered to Joseph J. Dickinson his mortgage deed conveying the following premises: Situated in the Township of Liberty County of Union in the State of Ohio and bounded and described as follows: Part of B. Simmons Survey number fifty-two hundred and sixty-seven (5267), and bounded as follows:

Beginning at a stone (hickory and beech) northeasterly corner to J. Hopwood's Survey N^o 3490 and north-west corner to said Simmons Survey; thence with said Hopwood's line south thirty-eight (38°) degrees, east one hundred (100) poles to a stone (three lymus and a beech) south-east corner to said Survey N^o 3490; thence with Simmons Survey line north fifty-two (52°) degrees east eighty (80) poles to a stake; thence north thirty-eight (38°) degrees west one hundred (100) poles to a stake in Simmons line; thence with said line south fifty-two (52°) degrees west eighty (80) poles to the beginning containing fifty (50) acres more or less.

Also another tract of land situate in said State, County and Township and part of J. Hopwood's Survey N^o 3490, described as follows: Beginning at a stone in the center of a road (hickory and beech) north-east corner to said J. Hopwood's Survey N^o 3490 and north west corner to B. Simmons Survey N^o 5267 (fifty-two sixty-seven) thence with Simmons line south-easterly ninety-two $\frac{28}{100}$ (92 $\frac{28}{100}$) poles to a stone (three lymus and a beech) south-easterly corner to said Hopwood's Survey; thence with said Hopwood's line south-westerly forty-three $\frac{28}{100}$ (43 $\frac{28}{100}$) poles to a stone; thence north-westerly ninety-three $\frac{60}{100}$ (93 $\frac{60}{100}$) poles to a stone in the center of said road; thence with the center of said road north-easterly forty-three $\frac{25}{100}$ (43 $\frac{25}{100}$) poles to the place of beginning containing twenty-five $\frac{1}{2}$ (25 $\frac{1}{2}$) acres be the same more or less."

Containing in the two tracts conveyed and mortgaged seventy-five $\frac{1}{2}$ (75 $\frac{1}{2}$) acres more or less.

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Said mortgage deed was upon condition that if the said defendant, William Crowder should pay or cause to be paid unto Joseph J. Dickinson the sum of one thousand dollars and interest thereon, as stipulated in a promissory note, signed by the said William Crowder, (a copy of said note being 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 25th, 1889 and due as follows:

One for twenty-two $\frac{3}{4}$ $\frac{5}{100}$ dollars due September 1st, 1889.

Eight for thirty-two $\frac{3}{4}$ $\frac{5}{100}$ dollars each, due respectively March 1st and September 1st, 1890, 1891, 1892, $\frac{3}{4}$ 1893, $\frac{3}{4}$

One for forty-two $\frac{3}{4}$ $\frac{5}{100}$ dollars due April 25th, 1894; all signed by the said William Crowder--then to be void, otherwise to be and remain in full force and virtue in law forever.

At the time of making said mortgage deed the said William Crowder was an unmarried man. On the 26th day of April, 1889, at 5.30 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 Mortgages in said County in Volume 27, Page 574. Said mortgage deed has been duly assigned to plaintiff.

The condition of said mortgage deed has not been complied with and the same has become absolute. Plaintiff therefore asks judgment against the defendant William Crowder for one thousand dollars and interest at 6 $\frac{1}{2}$ per cent. semi-annually from the first day of September, 1890;

fifty dollars attorneys fees; twenty-five dollars with interest at eight per cent (payable semi-annually) from the first day of March 1890;

and thirty-two $\frac{3}{4}$ $\frac{5}{100}$ dollars with interest on same at eight per cent (semi-annually) from the first day of September 1890.

Plaintiff further asks that the premises described may be sold and the proceeds applied to the payment of said judgment. J. E. Griffith, Plaintiff's Attorney.

J. E. 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 he believes the facts set out in the foregoing petition are true.

J. E. Griffith. Sworn to before me and subscribed in my presence this 12th day of December, 1890. R. M. Croys, Clerk.

By W. M. Winger, Deputy. Seal } To the Clerk:

Issue summons in the above action, returnable according to law. Indorse: Action for personal judgment and foreclosure. J. E. Griffith, Plaintiff's Attorney.

Afterward, on the 12th day of December, 1890, the following summons was issued by the Clerk of said Court, indorsed as follows:

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

Summons

6116

You are hereby commanded to notify William Crowder and Sarah Crowder his wife, that they have been sued by Edwin Oddie in the Court of Common Pleas of Union County, and must answer by the 10th day of January, 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 22nd day of December, A. D. 1890.

Witness my hand and the seal of said Court, this 12th day of December A. D. 1890.

R. M. Crou, Clerk.

Seal

By W. M. Winick, Deputy.

Endorsed: Action for personal judgment & foreclosure of mortgage.

Sheriff's Return

And on the 20th 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:

6116	Ser. ^{vy} Return	30
	Adl. Dfts.	15
	Mileage	2 40
	Copies	40
	Total	\$ 3 25

The State of Ohio. Sheriff's Return.
Union County

Received this writ December 12th, A. D. 1890, at 10 o'clock A. M. 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 20th day of December, 1890.
Thomas Martin, Sheriff.

Entry

6116

Afterward, on the 10th day of February, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

Edwin Oddie
vs.
William Crowder et al | Journal 15, Page 462

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendant William Crowder and Eliza Crowder, his wife, have been duly served with summons in this case, and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant, William Crowder on the promissory notes set forth in the petition, with interest to the first day of this term (which is the date of this decree) the sum of \$1040.¹² and that there is also due plaintiff from said defendant the further sum of fifty dollars as attorneys fees, - making the total sum of eleven hundred and forty and ¹²/₁₀₀ dollars (\$1140.¹².)

The Court further find that in order to secure the payment of said notes, attorneys fees and interest, the defendant William Crowder who was at that time an unmarried man executed and delivered to Joseph Dickinson his certain mortgage as in the petition described, and on the premises therein described: that said mortgage was duly assigned to plaintiff, that it was duly recorded in Book 27, Page 574, of the Records of Mortgages of Union County, Ohio, and is a good and valid lien

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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, William Crowder, the said sum of eleven hundred and forty ²⁵/₁₀₀ (\$1140.¹²) dollars and his costs herein expended. And it is further adjudged and decreed that unless the defendant William Crowder, 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 of eleven hundred and forty and ¹²/₁₀₀ dollars so found due as aforesaid, with interest from the 9th day of February, 1891, 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.

Recapit

To the Clerk: }
Issue Order of Sale.
6116 February 16th, 1891. J. E. Griffith, Attorney for Plaintiff.

Order of Sale

Afterward, on the 16th day of February, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 10th day of February, 1891, Edwin Oddie obtained a judgment and decree against William Crowder for the sum of eleven hundred and forty and ¹²/₁₀₀ dollars, and nine ²⁵/₁₀₀ dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said William Crowder within five days from the 10th day of February, A. D. 1891, pay unto the said Edwin Oddie the said sum of eleven hundred and forty ²⁵/₁₀₀ dollars with interest from the 9th 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 plaintiff's petition &c: And whereas, the five days aforesaid have fully expired, and the said sum of eleven hundred and forty ²⁵/₁₀₀ dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record---

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements situate in Union County, Ohio, to wit: Part of B. Simmons, Survey N^o 5267 bounded as follows: Beginning at a stone (hickory & beech) north-easterly corner to J. Hopwood's Survey N^o 3490 and north-west corner to said Simmons' Survey: thence with said Hopwood's line

S. 38° E. 100 poles to a stone (three hynns and a bech) south-east corner to said Survey N: 3490: thence with Simmons Survey 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.

Also another tract of land situate in said State, County ^{2nd} Township, and part of J. Hopwoods Survey N: 3490 described as follows. Beginning at a stone in the center of the road (hickory ^{and} bech) north-east corner to J. Hopwoods Survey N: 3490 and north-west corner to B. Simmons Survey N: 3267: thence with Simmons line south-easterly 92 ^{7/10} poles to a stone (three hynns and a bech) south-easterly corner to said Hopwoods Survey: thence with said Hopwoods line south-westerly 43 ^{2/5} poles to a stone: thence north-westerly 93 ^{2/10} poles to a stone in the center of said road: thence with the center of said road northeasterly 43 ^{2/5} poles to the place of beginning containing 25 ^{1/2} acres be the same more or less. Containing in the two tracts conveyed in mortgage 75 ^{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 16th day of February, A. D. 1891.

R. M. Gray, Clerk

Sheriffs Return

And on the 28th day of March, 1891, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Service	60	The State of Ohio,	Sheriffs Return. Received this writ the 16 th day of February, A. D. 1891, and on the 17 th day of February, A. D. 1891, I called on inquest of J. N. Gosnell, H. D. Herd and A. Judy, 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: \$36 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,
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Proof of Publication

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and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 21st day of March, 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 Cole and Bales for the sum of eighteen hundred and twelve dollars, they being the highest bidders therefor, and the sum bid being more than two-thirds of the appraised value. Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 30th day of March, 1891, a Proof of Publication was filed with the Clerk of said Court, to wit:

Edwin Eddie
vs.
William Browder et al. Union County, Ohio.
Sheriff's Sale
Court of Common Pleas

By virtue of the above stated writ to me directed, from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday March 21st, 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 Liberty, County of Union, and State of Ohio, and bounded and described as follows: Part of B. Simmons Survey N^o: 5267 bounded and described as follows: Beginning at a stone (hickory and beech) north easterly corner to J. Hopwoods Survey N^o: 3490 and north west corner to said Simmons Survey: thence with said Hopwoods line S. 38° E. 100 poles to a stone (three lymus and a beech) south-east corner to said Survey N^o: 3490: thence with Simmons Survey 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.

Also another tract of land situate in same Township, County and State, and part of J. Hopwoods Survey N^o: 3490: Beginning at a Stone in the center of a road (hickory and beech) north-east corner to J. Hopwoods Survey No. 3490, and north-west corner to B. Simmons Survey N^o: 5267: thence with Simmons' line south-easterly 92 ²/₁₀ poles to a stone (three lymus and a beech) south-easterly corner to said Hopwoods Survey: thence with said Hopwoods line south-westerly 43 ²/₁₀ poles to a stone: thence northwesterly 93 ⁶/₁₀ poles to a stone in the center of said road: thence with the center of said road north-easterly 43 ²/₁₀ poles to the place of beginning containing 25 ¹/₂ acres more or less. Containing in the two tracts 75 ¹/₂ acres, more or less.

Appraised at \$36⁰⁰ per acre.

Terms of Sale - Cash.

Thomas Martin, Sheriff,
Union County, Ohio.

Sworn to ^{by} subscribed before me this 30th day of March 1891.

See Ex. Docket "P." page 242 for settlements.

(Seal)

R. M. Leroy, 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 February, to-wit, on the 9th 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 10th day of January, 1891, the Raisin Valley Seminary filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William Crowder, to-wit:

Petition Raisin Valley Seminary, Plaintiff.	Court of Common Pleas, Union County, Ohio.
6126 William Crowder, Defendant	

The plaintiff says that it is a corporation duly incorporated under the laws of the State of Michigan, and authorized to do business in the State of Ohio.

First Cause of Action: The defendant, William Crowder, is indebted to plaintiff in the sum of eight hundred dollars with interest at seven per cent. from the first day of September 1890, payable semi-annually which plaintiff claims on a promissory note of which the following is a copy with all indorsements:

\$800⁰⁰ Richmond Indiana, March 29th, 1889.

Five years after date, I promise to pay to the order of Joseph J. Dickinson eight hundred 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. attorneys 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 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.

P. O. Peoria
Union County, Ohio. (Signed) William Crowder.

The above note is indorsed as follows: "Pay to the order of Raisin Valley Seminary without recourse on me". There are no credits.

Two of the interest coupons attached to said note are now due and unpaid, and the principal note itself is therefore, now due. Second Cause of Action: The defendant is indebted to plaintiff

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for five per cent. attorneys fees, 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 attorneys fees is good and valid by the laws of the State of Indiana where the above note and contract were made and where said note is payable and contract to be performed.

Third Cause of Action: The defendant is indebted to plaintiff in the further sum of twenty-eight dollars with interest at the rate of eight per cent. (payable semi-annually) from the first day of March, 1890, on a certain interest coupon note, being the second semi-annual interest upon principal note given under first cause of action and attached thereto, of which coupon the following is a copy with the only indorsement.

§ 28. Richmond, Indiana, March 29th, 1889.

March 1st, 1890, after date, I promise to pay to the order of Joseph J. Dickinson twenty-eight 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.

(Signed) William Crowder

The following is the only indorsement: "Pay to the order of Raisin Valley Seminary without recourse on me."

(Signed) Joseph J. Dickinson

There are no credits.

Fourth Cause of Action: Defendant is indebted to plaintiff in the further sum of twenty eight dollars which plaintiff claims with interest at eight per cent. from the first day of September 1890 (payable semi-annually) upon another interest coupon note, attached to the principal note given under first cause of action in this petition representing the third semi-annual interest on said note, of which coupon the following is a copy with all indorsements:

§ 28. Richmond, Indiana, March 29th, 1889.

September 1st, 1890, after date, I promise to pay to the order of Joseph J. Dickinson twenty-eight 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 third semi-annual interest on the note hereto attached, of even date herewith, and subject to all the conditions of said note.

There are no credits.

(Signed) William Crowder.

The following is the only indorsement: Pay to the order of Raisin Valley Seminary, ^{without recourse on me.} ^{Signed Joseph J. Dickinson}

Fifth Cause of Action: At the time of delivering the above note and interest coupon notes, and to secure the payment of the same the defendant (who was then unmarried) duly executed and delivered to Joseph J. Dickinson his mortgage deed conveying the following premises, situate in the County of Union, in the State of Ohio, and bounded and described as follows: Part of Virginia Military Survey number twelve thousand three hundred and eight (12308): Beginning

at a stone in the north-westerly line of said Survey N^o 12308, westerly corner to lot number seven (7); thence with a line of said lot south thirty-five $35\frac{1}{4}$ ($35\frac{1}{4}$) degrees east sixty-nine $69\frac{7}{8}$ ($69\frac{7}{8}$) poles to a stake corner to Rebecca Thompson's land; thence with a line of said land south fifty-two $52\frac{1}{4}$ ($52\frac{1}{4}$) degrees west, one hundred and thirty-seven $137\frac{7}{8}$ ($137\frac{7}{8}$) poles to a stake corner to said land in a line of lot number nine (9) thence with said line thirty-five $35\frac{1}{4}$ ($35\frac{1}{4}$) degrees west sixty-nine $69\frac{7}{8}$ ($69\frac{7}{8}$) poles to a stone, northwesterly corner to said lot number nine (9) in the north-westerly line of said Survey N^o 12308; thence with said line north fifty-two $52\frac{1}{4}$ ($52\frac{1}{4}$) degrees east one hundred and thirty-seven $137\frac{7}{8}$ ($137\frac{7}{8}$) poles to the beginning, containing sixty (60) acres more or less, being the north-west half of lot number eight (8) in said Survey N^o 12308 as subdivided and platted by Levi Phelps."

Said mortgage deed was upon condition that if the said William Crowder should pay or cause to be paid unto Joseph J. Dickinson the sum of eight hundred dollars, and interest thereon as stipulated in a Promissory note and ten coupons thereto attached, all dated Richmond Indiana, March 29th 1889, and all signed by the said William Crowder, a copy of said note, and of those coupons which are due and unpaid being given above in this petition, then to be void, otherwise to be and remain in full force and virtue in law forever.

On the 3rd day of April, 1889 at 12 o'clock M. said mortgage deed was left for record at the Recorder's Office, in Union County Ohio, and was duly recorded in Record of Mortgages in said County, in Volume 27, Page 506.

Said mortgage deed has been duly assigned to Raisin Valley Seminary, the plaintiff. The conditions of the above principal note and mortgage deed have not been complied with in as much as the interest was not paid as it became due, and is still due and unpaid, and said mortgage deed has become absolute.

Plaintiff therefore asks judgment against defendant for eight hundred dollars and interest at seven per cent (payable semi-annually) from September 1st, 1890; forty dollars attorneys fees, twenty-eight dollars with interest at eight per cent. (payable semi-annually) from March 1st, 1890; and twenty-eight dollars and interest at eight per cent. (payable semi-annually) from the first day of September 1890.

Plaintiff further asks that the premises described may be sold and the proceeds applied to the payment of said judgment.

J. E. Griffith, Attorney for Plaintiff, being first duly sworn, says that plaintiff is a corporation, that he is the attorney of plaintiff, duly authorized in the premises, that the plaintiff is not a resident of this County, and that the facts stated in the above petition are true as he verily believes.

J. E. Griffith

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Sworn to and subscribed before me this 10th day of January, 1891.
(Seal) R. M^c Leroy, Clerk.

6126

To the Clerk:

Issue Summons in the above entitled cause for William Crowder, returnable according to law. Indorse: Personal judgment and foreclosure. J. E. Griffith, Plaintiff's Attorney

6126

Afterward, on the 10th day of January, 1891, the following Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio,
Union County

To the Sheriff of said County:

You are hereby commanded to notify William Crowder that he has been sued by the Raisin Valley Seminary in the Court of Common Pleas of Union County, and must answer by the 7th 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 19th day of January A. D. 1891.

Witness my hand and the seal of said Court, this 10th day of January A. D. 1891.

{Seal}

R. M^c Leroy, Clerk.

Indorsed: Action for Personal Judgment "Foreclosure of Mortgage"

And on the 16th 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. ^y Return	30
Mileage	2 40
Copy	20
Total	2 90

The State of Ohio,
Union County

Sheriff's Return.

Received this writ January 10th, A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to the within named William Crowder defendant on the 13th day of January 1891.

Thomas Martin, Sheriff.

6126

Afterward, on the 10th day of February, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

The Raisin Valley Seminary

Journal 15, Page 463.

vs.
William Crowder

This cause now coming on for hearing on the petition of the plaintiff and the evidence, the Court find that the defendant William Crowder, 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 as true; and that there is due the plaintiff from the defendant on the promissory notes set forth in the petition, with interest to the first day of this term (which is the date of this decree) the sum of eight hundred ²⁴/₁₀₀ eighty-three ⁸⁰/₁₀₀ dollars, and that there is also due the plaintiff from said defendant the further sum of forty dollars as attorney's fees; making the total sum due from defendant to plaintiff nine hundred ²⁴/₁₀₀ twenty-three ⁸⁰/₁₀₀ (\$923.⁸⁰) dollars.

The Court further find that in order to secure the payment of said notes, interest and attorneys fees, the defendant who was then an unmarried man, executed and delivered to Joseph Dickinson his certain mortgage as in the petition described, and on the premises therein described. That said mortgage was duly assigned to plaintiff, was duly recorded in Book 27, Page 506 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.

It is therefore considered by the Court that the plaintiff recover from the defendant the sum of nine hundred ²⁴/₁₀₀ twenty-three ⁷⁵/₁₀₀ (8923⁰⁰) dollars and his costs herein expended.

And it is further adjudged and decreed that unless the defendant William Crowder, 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 ninth day of February, 1891, the defendant's equity of redemption be foreclosed, 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.

To the Clerk:

Præcipe

Issue Order of Sale.

February 16th, 1891.

J. C. Griffith, Attorney for Plaintiff.

Afterward, on the 16th day of February, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio.

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville, in said County of Union on the 10th day of February, 1891, the Raisin Valley Seminary obtained a judgment and decree against William Crowder for the sum of nine hundred and twenty-three ²⁴/₁₀₀ dollars, and nine ⁷⁵/₁₀₀ dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said William Crowder within five days from the 10th day of February, 1891, pay unto the said Raisin Valley Seminary or their attorney the said sum of nine hundred and twenty-three ²⁴/₁₀₀ dollars with interest from the 9th 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 to: And whereas, the five days aforesaid have fully expired, and the said sum of nine hundred and twenty-three ²⁴/₁₀₀ 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

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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^o. 12308. Beginning at a stone in the north-westerly line of said Survey N^o. 12308 westerly corner to lot N^o. 7: thence with a line of said lot S. 35^o 4' - E. 69^o 7⁵/₁₀₀ poles to a stake corner to Rebecca Tompson's land: thence with the line of said land S. 52^o 4' - N. 137^o 7⁵/₁₀₀ poles to a stake corner to said land, in a line of lot N^o. 9: thence with said line 35^o 4' - N. 69^o 7⁵/₁₀₀ poles to a stone north-west corner to lot N^o. 7 in the north-westerly line of said Survey N^o. 12308: thence with said line N. 52^o 4' - E. 137^o 7⁵/₁₀₀ poles to the beginning containing 60 acres more or less, being the north-west half of lot N^o. 5 in said Survey N^o. 12308 as subdivided and platted by Levi Phelps.

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 16th day of February, A. D. 1891.

Seal

R. M. Croy, Clerk

And on the 28th 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, to wit: The State of Ohio

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Convey. "	1 00
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Copy of "	30
Notice to Ptr.	30
Affidavit to "	30
Writing Notice	30
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Poundage	14 09
Total	21 24
Appraisers Fee	3 00
Printers Fee.	14 25

Union County ss Sheriff's Return. Received this writ the 16th day of February, A. D. 1891, and on the 17th day of February, 1891, I called an inquest of J. N. Gosnell, H. D. Herd and A. Judy 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: \$30⁰⁰) 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 21st day of March 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 Cole & Bates for the sum of twelve hundred and forty dollars, they being the highest bidder therefore, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 30th day of March, 1891, a Proof of Publication was filed with the Clerk of said Court, to wit:

Sheriff's Sale

The Raisin Valley Seminary
vs
William Crowder

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 March 21st, 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 Liberty, County of Union and State of Ohio, and bounded and described as follows: Part of Virginia military Survey N^o 12308, beginning at a stone in the north-westerly line of said Survey N^o 12308 westerly corner to lot N^o 7: thence with the line of said lot S. 35^o 1/4 - E. 69 7/10 poles to a stake corner to Rebecca Thompson's land: thence with the line of said land E. 52^o 1/4 - N. 137 7/10 poles to a stake corner to said land in the line of lot N^o 9: thence with said line S. 35^o 1/4 - N. 69 7/10 poles to a stone north-west corner to lot N^o 9 in the north-westerly line of said Survey N^o 12308: thence with said line N. 52^o 1/4 - E. 137 7/10 poles to the beginning containing 60 acres more or less, being north-west half of lot N^o 8 in said Survey N^o 12308 as sub-divided and platted by Levi Phelps.

Appraised at \$31⁰⁰ 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 February 18th, 1891

W. O. Shearer.

Sworn to and subscribed before me, this 30th day of March 1891.
Printer's Fee \$14²⁵ (Seal) R. M^o Leroy, Clerk.

Attest
R. M. Leroy Clerk

See Rev. Hockett's
page 244 for settlements

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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 9th day February, in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 15th day of November, 1890, the following Transcript was filed with the Clerk of said Court, to-wit:

Transcript J. H. Shearer & Son.

State of Ohio, Union County, ss:

vs.

Before W. M. Winget, J. P. Paris Township.

J. M. Hroy

In Attachment. November 13th, 1890.

Plaintiff's filed their Bill of Particulars which in substance is as follows: Plaintiff claims a judgment against defendant in the sum of \$10⁰⁰ with interest thereon from September 6th, 1887 for subscription to Tribune from September 6th, 1882 to September 6th, 1887 - five years.

Also filed his affidavit establishing that the defendant is a non-resident of the County of Union, Ohio and which affidavit is as follows:

W. O. Shearer being sworn says he is a member of said firm of J. H. Shearer & Son and one of the owners of the account being sued upon. That plaintiff's cause of action herein against the defendant is for subscription to the Marysville Tribune. That said claim is just, and that they ought to recover thereon \$10⁰⁰ with interest from September 6th, 1887; and that said defendant is a non-resident of said County. That the property sought to be attached is not exempt from execution. The plaintiff asked for summons and order of attachment.

Issued Summons and Order of Attachment returnable November 17th, at 10 o'clock A. M. and delivered to A. M. Holycross, Constable.

Writs returned and filed endorsed as follows:

(Summons) Received this writ November 14th, 1890. The within named defendant not found. Fees: - Mileage 20, Copy 25, Total 45.

A. M. Holycross, Constable

(Attachment) Received this writ November 14th, 1890. I cannot find any personal property of the within named defendant. But I find defendant owns an undivided interest in lands of the estate of Gachereah M. Hroy, deceased, in my County. Fees: Order 40, Mileage 20, Total 60.

A. M. Holycross, Constable.

And this cause was certified to Court of Common Pleas of Union County, Ohio.

J. P. Fees: - - File Bill .05; Sum^y file 30; Record 45; Affidavit ¹/₄ file 45; Order of Attachment ¹/₄ file 45; Judgment 40; Transcript 45; Certificate 25; Total 2⁵⁰.

Constable Fee Summons 45; Attachment 60; Total 81⁰⁵.

The State of Ohio,

Union County, Paris Tp. } ss:

I hereby certify that the foregoing is a correct copy taken from my docket of the proceedings had by and before me at my office in said township in the above action.

W. M. Winget, J. P.

Bill of Particulars

Afterward, on the 15th day of November, 1890, Bill of Particulars was filed with the Clerk of said Court, to wit:

J. H. Shearer & Son

vs.

J. F. M^c: Troy

Before W. M. Winget, a Justice of the Peace of Paris Township, Union County, Ohio.

Plaintiff is a partnership formed for the purpose of carrying on business in the State of Ohio. And plaintiff claims a judgment against the said defendant in the sum of \$10⁰⁰ with interest thereon from September 6th, 1887, on an open "Book Account" of which the following is a copy, viz: "For subscription to Tribune from September 6th, 1882 to September 6th, 1887 (5 years) --- \$10⁰⁰"

No payments have been made on said account. Plaintiff prays judgment against said J. F. M^c: Troy, defendant, accordingly.

James M^c: Campbell, Atty. for Plff.

Petition

Afterward, on the 15th day of November, 1890, the following Petition was filed with the Clerk of said Court, to wit:

6104

J. H. Shearer & Son

vs.

J. F. M^c: Troy

Plaintiff Defendant

In Court of Common Pleas, Union County, Ohio.

Plaintiffs say they are a partnership formed for the purpose of carrying on business in the State of Ohio.

Plaintiffs complain of the said defendant J. F. M^c: Troy for that there is due plaintiffs from defendant the sum of ten dollars which plaintiffs claim with interest from September 6th, 1887 on an account of which the following is a copy, to wit: "J. F. M^c: Troy, Dr. For subscription to Tribune from September 6th, 1882 to September 6th, 1887 (5 years) --- \$10⁰⁰."

There are no credits on said account.

Wherefore, plaintiffs pray judgment against defendant in said sum of \$10⁰⁰ with interest from the 6th day of September, A. D. 1887.

James M^c: Campbell,

Attorney for Plaintiff.

The State of Ohio,
County of Union ss.

W. O. Shearer, being sworn says he is a member of said firm of J. H. Shearer & Son, and one of the owners of the claim herein sued upon; and that the facts stated in the foregoing petition are true.

W. O. Shearer.

Subscribed and sworn to before me this 15th day of November, A. D. 1890.

Seal

R. M^c: Troy, Clerk.

By W. M. Winget, Deputy.

Precept To the Clerk:

Issue Summons for defendant with order of Attachment to Sheriff of Union County, and indorse: "In Attachment. Amount claimed \$10⁰⁰ with interest at 6% from September 6th, 1887."

James M^c: Campbell,

Attorney for Plaintiff.

Summons

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Summons

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Afterward, on the 15th day of November, 1890, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio,
Union County

To the Sheriff of said County:

You are hereby commanded to notify J. F. M^r: Elroy that he has been sued by J. H. Shearer ^{and} Son in the Court of Common Pleas of Union County, and must answer by the 13th 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 24th day of November A. D. 1890.

Witness my hand and the seal of said Court this 15th day of November A. D. 1890.

R. M^r: Brody, Clerk.

By W. M. Winger, Deputy.

Seal

Indorsed: "Action for \$70⁰⁰ with interest at 6% from September 6th, 1887."

Sheriff's Return

And on the 24th day of November, 1890, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows, to wit:

Mileage	160	State of Ohio.
Copy	25	Union County
Total	185	

Sheriff's Return.

Received this writ November 15th, A. D. 1890 at 10 o'clock A. M.

The within named J. F. M^r: Elroy was not found in my County.
Thomas Martin, Sheriff.

Affidavit

Attachment

Afterward, on the 15th day of November, 1890, an Affidavit in Attachment was filed with the Clerk of said Court, to wit:

J. H. Shearer ^{and} Son

vs.

J. F. M^r: Elroy

Before W. M. Winger, a Justice of the Peace,
Paris Township, Union County, Ohio.

The State of Ohio,
County of Union, ss.

W. O. Shearer, being sworn says he is a member of said firm of J. H. Shearer ^{and} Son, and one of the owners of the account herein sued upon: That plaintiffs cause of action herein against the defendant is for subscription to the Marysville Tribune, a newspaper published in said County, and forwarded to defendant at his request: That said claim is just: and that said firm ought to recover in money the sum of \$70⁰⁰ with interest from September 6th, 1887.

And affiant further says that said defendant J. F. M^r: Elroy is a non-resident of said County: and that the property sought to be attached by this proceeding is not exempt from execution.

W. O. Shearer

Sworn to and subscribed by W^m: O. Shearer, before me this 13th day of November A. D. 1890.
W. M. Winger, J. P.

Afterward, on the 15th day of November, 1890, an Order of Attachment was issued by the Clerk of said Court, to wit:

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

Order of attachment

J. H. Shearer & Son, Plaintiff
vs
J. F. M^r Troy, Defendant

To the Sheriff of Union County, Ohio

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks, or interest in stocks, rights, credits, money and effects of the defendant J. F. M^r Troy not exempt by law from being applied to the payment of the claims of the plaintiff J. H. Shearer & Son or so much thereof as will satisfy their claim for \$10⁰⁰ with 6 per cent. interest from September 6th, 1887 and also for fifty dollars the probable cost of this action.

You will make due return of this order on the 24th day of November, 1890.

Witness my hand and the Seal of said Court, this 15th day of November, A. D. 1890.

R. M^r Brooy, Clerk.

[Seal]

By W. M. Winger, Deputy.

Sheriff's Return

And on the 24th 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:

Service	\$8.00
Copies (10)	2.00
Mileage	2.40
Return	2.50
Total	\$9.90

Sheriff's Return
Office, Sheriff, Union County, Ohio.
November 21st, A. D. 1890.

Received this order on the 15th day of November, A. D. 1890 and in obedience to the command thereof, I did on the 21st day of November, A. D. 1890 levy this writ subject to a former writ of Attachment in the case of W. W. Epps against J. F. M^r Troy on the undivided interest of J. F. M^r Troy in the following described real estate, to wit: Situated in the County of Union and State of Ohio in W. M. Surveys, bounded and described as follows: Part of Survey N^o 12400, 12403, 12393, 12413. Beginning at two dead beeches in the line of Darrow: thence with his line connecting the course S 53° - N. 60 poles to a hickory, red oak and beech: thence S 37° - 20' - E. 80 poles to two beeches and a sugar tree: thence N. 53° - E. 60 poles to a stake witness a hickory and two sugar trees: thence N. 37° - N. 80 poles to the beginning containing 30 acres of land.

Also the following described premises, situate in the County of Union and State of Ohio, and being part of W. M. Survey N^o 12400, 12403, 12393, 12413. Beginning at two large white oaks, red oak, and small sugar tree northerly corner to James Baldwins Survey N^o 5267: thence N. 38° - N. 160 poles to a stake: thence S. 52° - N. 150 poles to a stake: thence S. 38° - E. 160 poles to a stake in the line of Baldwins Survey: thence with said line N. 52° - E. 150 poles to the beginning containing 137 acres more or less. One-half acre on the last line is deeded to District N^o 10 for school purposes.

Also the following premises, situated in the County of Union and State of Ohio, in W. M. Survey N^o 12400, 12403, 12393, 12413. Beginning at two beeches and an elm in the line of Mary Vance's land: thence with said line N. 83° - N. 50 poles to a beech and one ash: thence N. 43° - N. 66 poles to a hickory, beech and elm N. W. original corner to George Hall's land: thence with said Hall's line S. 83° - E. 63 poles to a beech: thence N. 52° - E. 100 poles to a stake near a brick in the line of David Woods

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land: thence with said Woods line 38° E. 36 poles to the place of beginning containing 40 acres more or less, being part of 100 acre tract purchased by said Hall of James Galloway.

Also the following described premises, situated in the County of Union and State of Ohio and in Surveys N^o 12400, 12403, 12393, 12413.

Beginning at a stone, white oak, hickory and lynn (hickory and lynn down) southerly corner of a lot of 150 acres now owned by said J. M^o Troy: thence with said M^o Troy line (correcting the course) N. 37° W. 160 poles to a stone: thence S. 53° W. 50 poles to a stone: thence N. 37° E. 160 poles to a stone: thence N. 53° E. 50 poles to the beginning containing fifty acres.

Also the following described premises, situated in the County of Union and State of Ohio, and bounded and described as follows: Part of Survey N^o 12400, 12403, 12393, 12413 and part of the premises conveyed to the said R. S. & W. Morford by E. R. Keller on the 20th day of April 1867.

Beginning at a stone and two beches (beches down) in the line of land now owned by the said M^o Troy: thence with his line passing his corner and with the line of Cranston S. 53° 35' W. 124 poles to a stake near an elm corner to lot sold by James Galloway to Colwell: thence with one of the lines of said lot correcting the course N. 36 1/2° W. 52 1/4 poles to a stone in said line: thence N. 53° 35' E. 124 poles to a stone in a road or lane: thence with said road N. 36 1/2° W. 21 5/8 poles to a stone corner to Thomas Clark's land: thence with one of his lines N. 54° E. 74 2/3 poles to a stone: thence S. 37° E. 5 3/10 poles to a stone: thence S. 17° 33' W. 89 1/10 poles to a stone: thence S. 36 1/2° E. 18 3/10 poles to the beginning containing 54 3/4 acres more or less.

Also the following real estate, situate in the County of Union and State of Ohio, and in Survey N^o 12400, 12403, 12393, 12413, bounded and described as follows: Beginning at a stone in the center of the Crowder road in the line of J. M^o Troy: thence N. 46 1/4° E. 37 7/10 poles to a stone: thence S. 36° E. 97 poles to a stone: thence S. 53 1/4° W. 70 5/10 poles to a stone: thence N. 36° W. 38 2/10 poles to a stone: thence N. 53 1/4° E. 36 1/10 poles to a stone: thence N. 36° W. 54 2/10 poles to the beginning containing 30 acres.

Also the following described premises, situate in the County of Union and State of Ohio. Beginning at a stone in the northerly line of Survey N^o 5267 and south-westerly corner to B. M^o Troy's land: thence with the westerly line of said B. M^o Troy's land N. 36 1/4° W. 160 poles to a stone: thence S. 53 1/4° W. 65 poles to a stone north-westerly corner to 100 acres of land conveyed to William Crowder by Stephen Cranston: thence with the easterly line of said 100 acre tract of land S. 36° E. 97 1/10 poles to a stake near two ironwoods and ash: thence N. 57 1/2° E. 26 poles to a stake: thence S. 36° E. 61 5/10 poles to a stone in the northerly line of said Survey N^o 5267: thence with said line N. 51 1/2° E. 41 poles to the beginning containing 56 acres more or less, part of Surveys N^o 12400, 12413, 12393 & 12413.

Also another tract of land described as follows: Beginning at a stone, bech and hickory south-westerly corner to 30 acres of land part of same Surveys conveyed by Stephen Cranston Jr. to B. M^o Troy: thence with the easterly line of said 30 acres N. 36° W. 97 poles to a stone in the center of the Crowder road: thence with the center of said road

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N. 46 3/4 - E. 60 3/4 poles to a stone corner to Lula Levantons land: thence with the westerly line of J. W. Hamiltons and B. M. Troy's land S. 53 1/4 - W. 61 poles to the beginning containing 88 1/2 acres of land more or less, part of Surveys N: 12400, 12403, 12393, and 12413

Also the following real estate, situate in the Township of Allen, County of Union and State of Ohio, bounded and described as follows, part of Survey N: 2981. Beginning at a stone in the County road, witness an elm and sugar: thence north with said road N. 37 - E. 178 1/2 poles to a stake corner to Henry Polings land: thence west with his line 85 1/2 poles to a stake another of his corners: thence N. 37 - W. 157 1/2 poles to a stake: thence N. 53 - E. 84 poles to the beginning containing 75 acres.

Also another lot of land. Beginning in the north westerly corner of said Survey N: 2981, corner to Cyrus Polings lands: thence N. 35 - 10' - N. 51 1/2 poles to a stone and pieces of rocks corner to James Shrewes lands: thence S. 52 - 1/2 - W. 148 2/3 poles to a stone and pieces of rocks on the line of Reuben Polings land: thence S. 35 - 10' - E. 81 1/2 poles to a stone and pieces of rocks in the line of Edwin Wilbers land: thence N. 53 1/2 - E. 148 poles with the line of said Wilbers and Cyrus Polings land to the place of beginning containing 75 acres, excepting 25 acres deed by Paschal Spain to Christian Olyphant off of the west side of the same, making the whole amount of land in this tract 125 acres more or less.

Affidavit for Publication

Afterward, on the 15th day of November, 1890, the following Affidavit was filed with the Clerk of said Court, to wit:

J. H. Shearer & Son

vs.

J. F. M. Troy
The State of Ohio.

Union County ss:

In Court of Common Pleas,
Union County, Ohio.

W. O. Shearer, being duly sworn says he is a member of the firm of J. H. Shearer & Son, plaintiff herein. That service of summons cannot be made in this State on the defendant J. F. M. Troy. That the residence of said J. F. M. Troy as plaintiff is informed, is at Grenola Elk County Kansas: and that the cause herein sued upon is one of those mentioned in Sections N: 5048 of the Revised Statutes of Ohio.

W. O. Shearer.

Subscribed and sworn to before me this 15th day of November, A. D. 1890.

R. M. Troy, Clerk.

By W. M. Winget, Deputy.

Seal

Proof of Publication

Afterward, on the 10th day of February, 1891, a Proof of Publication was filed with the Clerk of said Court, to wit:

J. H. Shearer & Son, Plaintiff.

vs.

J. F. M. Troy, Defendant.

J. F. M. Troy, whose place of residence is Grenola Elk County, Kansas, will take notice that on the 15th day of November, 1890, said J. H. Shearer & Son filed their petition in the Court of Common Pleas of Union County, Ohio, in case N: 6104 against said J. F. M. Troy praying for judgment against him on an account of subscription by

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him to the Marysville Tribune, from September 6th, 1882 to September 6th, 1887 amounting to \$70⁰⁰ with interest from September 6th, 1887. An order of attachment has been issued in said case. Said defendant is required to answer on or before January 3rd, 1891, or judgment may be taken against him. J. H. Shearer ^{2nd} Son.

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 November 25th, 1890.

W. O. Shearer.

Sworn to and subscribed before me this 10th day of February, 1891.
Printers Fee \$10⁰⁰. Seal R. M^o. Erroy. Clerk.

Entry

Afterward, on the 10th day of February, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

J. H. Shearer ^{2nd} Son

vs.

Journal 15, Page 462.

J. F. M^o. Erroy

Now comes the plaintiffs, by their attorney, and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true.

And the Court further finds that the defendant J. F. M^o. Erroy is indebted to the plaintiffs J. H. Shearer ^{2nd} Son in the sum of \$12⁰⁰.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of \$12⁰⁰ with interest from the first day of this term of Court, and his costs herein expended taxed at \$-- And on motion of the said plaintiffs, it is ordered that the Sheriff proceed, as upon execution, to advertise and sell the real estate heretofore attached in this action and now in the his hands remaining, or so much thereof as will satisfy the judgment and costs aforesaid, and that he report his proceedings to this Court for confirmation.

Attest
R. M^o. Erroy 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 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

It is remembered that heretofore, to wit, on the 28th day of September 1891, R. W. Montgomery filed in the Clerk's Office of the said Court of

Petition. Common Pleas the following Petition against Malen Wright, et al. to-wit:
 R. H. Montgomery, Plaintiff
 vs.
 Malen Wright, Sarah Wright, Defendants
 Court of Common Pleas,
 Union County, Ohio.

The plaintiff says that this action is founded upon a written instrument for the unconditional payment of money only, to-wit: a promissory note of which the following is a copy with the credits and endorsement thereon, to-wit:

Copy of Note \$162.²⁷ December 19th, 1890.
 Sixty days after date we promise to pay to the order of R. H. Montgomery or order the sum of \$162.²⁷ dollars at eight per cent. interest. Value received. (Signed) Malen Wright.
 One Sarah Wright.

Endorsed is the following: "April 1st, 1891, Received on the within note \$17.⁰⁰ (Seventeen dollars)"

No other credit or payment has been made on said note. The plaintiff is still the legal owner and holder of said promissory note. And there is now due to plaintiff from said defendants on said promissory note the sum one hundred and forty eight and $\frac{7}{100}$ dollars (\$148. $\frac{7}{100}$) with interest at eight per cent. from the first day of April 1891. The plaintiff therefore asks judgment against said defendants for said sum of \$148. $\frac{7}{100}$ with interest at eight per cent. from April 1st 1891 and for other proper relief.
 Porter ^{for} Porter
 Attorneys for Plaintiff.

John D. Porter being sworn makes oath that he is one of the attorneys for the plaintiff in the above action. That this action is founded on a written instrument for the payment of money, and is in affiant's possession as such attorney; and affiant believes the facts stated in the foregoing petition to be true.

Sworn to by John D. Porter before me, and signed by him in my presence this 28th day of September, 1891.
 John D. Porter.

To the Clerk:

Issue Summons against defendants, returnable according to law. Endorse: Amount claimed \$148. $\frac{7}{100}$ with eight per cent. from April 1st, 1891.
 Porter ^{for} Porter.

Summons

6251

Afterward, on the 28th day of September, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:
 The State of Ohio
 Union County

To the Sheriff of Union County,
 You are hereby commanded to notify Malen Wright and Sarah Wright that they have been sued by R. H. Montgomery in the Court of Common Pleas of Union County, and must answer by the 31st day of October, 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 1st day

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Witness my hand and the seal of said Court, this 28th day of September, A. D. 1891.

[Seal] R. M. Brody, Clerk.

Endorsed: Action for money. Amount claimed \$148⁰⁰ with 8 percent interest from April 1st, 1891.

Sheriff's Return

And on the 2nd day of October, 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,

Ser. Return	\$ 30
Ad. Dfts.	15
Mileage	3 20
Copies	40
Total	\$4 05

Union County

Sheriff's Return

Received this writ September 28th, A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 2nd day of October 1891.

Thomas Martin, Sheriff.

Entry

Afterward, on the 20th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

R. H. Montgomery

Journal 16, Page 60.

vs. Malen Wright et al.

This day this cause came on to be heard upon the petition of plaintiff and the evidence, the defendants both failing to answer or demur to plaintiff petition, and the Court being fully advised in the premises do find that the defendants owe the plaintiff the sum of one hundred and fifty-six ²⁴/₁₀₀ dollars (\$156.²⁴) as the plaintiff has claimed in his petition.

It is therefore considered and adjudged by the Court that the said R. H. Montgomery recover of the said Malen Wright and Sarah Wright said sum of one hundred and fifty-six ²⁴/₁₀₀ dollars (\$156.²⁴) and also his costs in this behalf expended taxed at 8^{cts}.

This judgment is to draw 8 per cent. interest from the 6th day of November, 1891.

Attest
R. M. Brody 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 9th day of November in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that heretofore, to wit, on the 24th day of October, 1891, Anne Nichols et al. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Elijah Witter et al. to wit:

Anna Nichols ^{and} William Nichols,
her husband, Plaintiffs

Court of Common Pleas

Elijah Witter, Mary Witter, an
infant over 14 years of age, ^{and}
Almira Witter. Defendants.

Union County, Ohio.

Plaintiff, Anna Nichols has a legal right to and is seized in
fee simple as a devisee under the last will and testament of Elijah
Witter deceased late of said County (being a child of Alfred A. Witter
deceased, a son of said testator and specifically mentioned in said
Will) of the undivided one-third part of the following real estate sit-
uated in said County of Union, and in the Township of Union and
State of Ohio, viz: Beginning in the center of the Woodstock and Milford
Centre gravel road, and also in the center of the Connor road: thence
with the center of the Connor road S. 61° - E. 289 poles to a stone; thence
N. 7° - 32' - 80 poles to a stone in the center of the C. St. L. & P. R. R. track;
thence along the center of the said railroad track S. 83° - W. 129 ⁷²
poles to the center of the Woodstock and Milford Centre gravel road;
thence with the center of the said gravel road S. 53° ¹/₄ - W. 89. ⁶⁰ poles
to ---; thence S. 57° - W. 29 poles; thence S. 73° - W. 27 poles to the place
of beginning containing about one hundred and forty-five acres.

The defendant Almira Witter as devisee under said will is en-
titled to the possession and control of said property for the support of
the plaintiff, herself and the other defendants until said Mary
arrives at the age of eighteen years, and then of the one-fourth
thereof for the support of herself during her natural life, said
life estate being subject to termination by remarriage of said
Almira Witter.

The defendants Elijah Witter and Mary Witter are tenants in
common with plaintiff in said premises subject to said estate in
Almira Witter in the following proportions: one-third belongs to Elijah
Witter who is a son of Alfred A. Witter deceased who was a son of the
testator: One-third belongs to Mary Witter who is a daughter of
said Alfred A. Witter deceased.

Plaintiff desires to terminate said provision for her support
being of age and married, and to have her interest set off to her
in severally, and prays that the said one-fourth of said estate
devised to the said Almira Witter may be set off to her as provided
in said will, and that subject thereto partition may be made, ^{and}
the said Almira Witter, defendant, desires and consents to the same.

P. B. Cole ^{and} Son.

Plaintiffs Attorneys.

State of Ohio,
Union County, ss: ||

Anna Nichol the plaintiff being sworn says the facts
stated and allegations in the foregoing pleading are as she
believes true.

Anna Nichols.

Sworn to and subscribed before me this 20th day of October
1891.

Jas. S. M^r: Campbell,

Notary Public.

Summons

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Summons

Afterward, on the 24th day of October, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

6274

The State of Ohio.
Union County.

To the Sheriff of Union County.

You are hereby commanded to notify Elijah Witter, Mary Witter an infant 14 years old and Almira Witter that they have been sued by Anna Nichols ^{and} William Nichols her husband in the Court of Common Pleas of Union County, and must answer by the 21st day of November, 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 2nd day of November, A. D. 1891.

Witness my hand and the seal of said Court, this 24th day of October, A. D. 1891.

Seal

R. M^c Gray, Clerk.

And on the 2nd day of November, 1891, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Ser. ^{and} Return	30
Mileage	16
Copy	20
Total	\$ 66

State of Ohio.
Union County

Sheriffs Return.

Received this writ --- and served same by delivering a certified copy of this writ to Mary Witter (minor) on the 31st day of October, 1891.

Thomas Martin, Sheriff.

I hereby acknowledge service of this Summons and voluntarily enter my appearance as a defendant in said case of Anna Nichols et al against Elijah Witter et al, in partition, October 26th, 1891.

E. A. Witter

Almira Witter.

Answer of

Afterward, on the 26th day of October, 1891, the following Answer was filed with the Clerk of said Court, to wit:

Elijah Witter

Anna Nichols et al.

vs.

Court of Common Pleas.
Union County, Ohio.

6274

Elijah Witter et al

Now comes the said Elijah Witter defendant and says that he admits that he is tenant in common with plaintiff and is owner in fee-simple of the undivided 1/3 (one-third part) of said property subject to the rights of said Almira Witter as stated in the petition and he concurs in the prayer of the petition for partition.

P. B. Cole ^{and} Son. Attorneys.

State of Ohio.
Union County ss

Elijah Witter defendant being sworn says that the facts stated and allegations in his foregoing pleading are as he believes true.

E. A. Witter.

Sworn to and subscribed before me this 26th day of October 1891.

R. M^c Gray, Clerk of Court

Seal

Afterward, on the 11th day of November, 1891, the following answer was filed with the Clerk of said Court, to-wit:

Anna Nichols et al

vs.

Elijah Witter et al.

Court of Common Pleas

Union County, Ohio

Now comes the defendant Almira Witter and for her separate answer to the petition of the plaintiff in the premises, says she admits that her estate in the lands in the petition described is therein correctly stated and being desirous of terminating the provisions for the use of said lands for the support of plaintiff and said Elijah Witter they both being of age concurs in the prayer of the petition for partition and waives and surrenders as to them her right under said provision except as to the 1/2 part of said land.

P. B. Loble & Son,

Attorneys for Almira Witter.

State of Ohio,

Union County ss:

Almira Witter, defendant being sworn says the facts stated and allegations in the foregoing pleading are as she believes true.

{Signed} Almira Witter.

Sworn to and subscribed before me this 20th day of October 1891.

Jas. S. Mc Campbell, Notary Public.

Entry

Afterward, on the 11th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

6274

Anna Nichols et al

vs.

Elijah Witter et al

Journal 16, Page 42

Now comes Mary Witter a minor of the age of fourteen years and having been served with process herein makes application for a guardian ad litem; and thereupon it is ordered that J. L. Cameron be and he hereby is appointed guardian for the suit for said minor defendant. And now comes the said J. L. Cameron and in open Court accepts said appointment.

Writ of Partition

Answer of Guard. Ad Litem.

Afterward, on the 11th day of November, 1891, an Answer was filed with the Clerk of said Court which reads as follows:

Anna Nichols et al

vs.

Elijah Witter et al

Court of Common Pleas.

Union County, Ohio.

6274

Mary Witter minor defendant by J. L. Cameron her guardian ad litem for answer to the petition deny all the allegations therein contained, and says that she is of tender years and asks the Court to protect her rights and grant her such relief as is proper.

J. L. Cameron, Attorney for minor

Entry

Afterward on the 11th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court.

6274

Anna Nichols et al

vs.

Elijah Witter et al

Journal 16, Page 47.

This cause coming on to be heard on the petition of plaintiff

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the answers of Mary Witter the minor defendant by J. L. Cameron her guardian ad litem, and of Almira Witter and Elijah Witter defendants, and the evidence. The Court find that the defendant Almira Witter is entitled to a life estate in the undivided (1/4) one-fourth part of the premises in the petition described and to the possession and use of said one-fourth and the share of said minor during her minority. And that subject to her said rights the plaintiff Anna Nichols is seized of and has a legal right to the undivided one-third (1/3) part of said premises and is entitled to hold the same in severalty: that the defendants Elijah Witter and Mary Witter are tenants in common with the said Anna Nichols in the following proportions, to wit: Elijah Witter is seized of and has a legal right to the undivided one-third (1/3) part thereof: Mary Witter is seized of and has a legal right to the undivided one (1/3) part thereof. It is therefore ordered, adjudged and decreed that one full fourth part of said premises be set off and assigned to said Almira Witter as and for her life estate, and that subject thereto and to the use aforesaid partition be made of said estate in the proportion above described and that an order issue to the Sheriff of this County commanding him that by the oaths of Elias Hathaway, Nathan Howard and C. Houston three judicious disinterested free-holders of the vicinity who are hereby appointed Commissioners for that purpose he set off to said Almira Witter her life estate aforesaid and to plaintiff Anna Nichols and said defendant co-tenants their proportions of said estate in severalty and of his proceedings make due return.

Writ of Partition

Afterward, on the 16th day of November, 1891, a Writ of Partition was issued by the Clerk of said Court, to wit:

State of Ohio,
Union County, ss: To the Sheriff of said County - Greeting:
We command you, that without delay, by the oaths of Elias Hathaway, Nathan Howard and Christopher Houston you cause to be set off and assigned to Almira Witter, widow of Alfred A. Witter late of said County, deceased, one full equal fourth part of the real estate hereinafter described as and for her life estate: and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union, Township of Union and State of Ohio.

Beginning in the center of the Woodstock and Milford Center gravel road and also in the center of the Connor road: thence with the center of the Connor road S. 61° E. 289 poles to a stone: thence N. 7° 35' 80 poles to a stone in the center of the C. & St. L. P. R. R. track: thence along the center of the said railroad track S. 83° N. 129⁷² poles to the center of the Woodstock and Milford center gravel road: thence with the center of the said gravel road S. 53^{1/4}° N. 39⁶⁰ poles to: thence S. 57° N. 29 poles: thence S. 73° N. 27 poles to the place of beginning containing about 145 acres.

Subject to said life estate, among the persons named herein.

and in the following proportions, to-wit:

To Anna Nichols, one-third ($\frac{1}{3}$) part;

To Elijah Witter, one-third ($\frac{1}{3}$) part;

To Mary Witter, one-third ($\frac{1}{3}$) part: in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain civil action, for partition and assignment of life estate, wherein the said Anna Nichols, plaintiff and Elijah Witter and Almira Witter 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 16th day of November A.D. 1891. R. M. Crox, Clerk.

Sheriff's Return

And on the 24th day of November, 1891, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows to-wit:

Service	75
Mileage	3 00
Exp. Writ	1 20
Swear Com.	25
Convey.	1 50
Report of	1 00
Ret. m	25
Total	\$7 95
Com. Fee	6 00

As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oaths of Elias Hathaway, Nathan Howard and Christopher Houston causing a life estate in one-fourth of said lands to be assigned to Almira Witter defendant and partition to be made of the premises in said writ described and not included in said life estate; and the said Commissioners being of the opinion that the said premises can be divided without manifest injury, I have caused the same to be divided: all of which will more fully appear by reference to the report of the said Commissioners herewith returned.

Given under my hand this 24th of November, 1891.

Thomas Martin, Sheriff.

Commissioners Report

Annie Nichols et al

vs.

Elijah Witter et al

Court of Common Pleas,
Union County, Ohio.

According to the command of the writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do set off and assign to the said Almira Witter her life estate in said lands, in said partition described, the following tract, to-wit: The east 36 acres of the above described tract and shown as lot N^o 1 on the plat hereto attached and made part of this report. For a description of the same see Exhibit "A" hereto attached. And we do make partition of the same without dividing said life estate as follows, to-wit:

To the said Mary Witter lot N^o 2 (two) on Plat hereto attached and described on "Exhibit B."

To the said Elijah Witter lot N^o 3 (three) on Plat hereto attached and described on "Exhibit C."

To the said Anna Nichols lot N^o 4 (four) hereto attached and described on "Exhibit D." And upon actual view of the premises

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we are of the opinion that the said lands can be divided without manifest injury, and we have partitioned the same as shown by the plat hereto annexed and made a part of this return.

Given under our hands this Seventeenth day of November A. D. 1891.
Nathan Howard }
Elias Hathaway } Commissioners
C. Houston }



Exhibit A:

Description of Almira Witter's Land

Situate in the State of Ohio, County of Union, Township of Union and Survey N^o: 7822 and bounded and described as follows: Beginning at the east line of Survey and in the center of the Connor gravel road: thence with the center of said gravel road north 58° west 100 ³⁷/₁₀₀ poles to a stone and tile forming the south-east corner of Mary Witters land: thence with the east line of Mary Witters land north 30° 50' east 57 ⁶⁷/₁₀₀ poles to a stone and broken tile in the south line of Elijah Witters land: thence with said south line south 58° east 100 ³⁷/₁₀₀ poles to a stone in the east line of said Survey: thence with said east line south 30° 50' west 57 ⁶⁷/₁₀₀ poles to a stone at the place of beginning containing thirty-six (36) acres more or less.

Exhibit B:

Description of Mary Witter's Land:

Situated in the County of Union, Township of Union, State of Ohio, and in the Virginia Military Survey N^o: 7822 and bounded and described as follows: Beginning at a stone and broken tile in the center of the Connor gravel road and forming the south-east corner of Elijah Witters 36 acre tract: thence with the east line of said Witters tract north 32° east 72 ⁷⁰/₁₀₀ poles to a stone and broken

tile in the south line of Anna Nichols land: thence with said south line south 58° - E. $62 \frac{1}{2} \%$ poles to a stone in the west line of Elijah Witters 50 acre tract: thence with said west line S. 31° - N. $15 \frac{1}{2} \%$ poles to a stone forming the south-west corner of said 50 acre tract: thence with the south line of said 50 acre tract S. 58° - E. $20 \frac{1}{2} \%$ poles to a stone and tile forming the north west corner of Almira Witters land: thence with the west line of said Witters land S. 30° - N. $57 \frac{1}{2} \%$ poles to a stone and tile in the center of said Connor gravel road: thence with the center of said gravel road N. 58° - N. $74 \frac{1}{2} \%$ poles to the place of beginning containing thirty-six acres more or less.

Exhibit C: Description of Elijah Witters land

Situated in the County of Union, State of Ohio, Township of Union and Virginia Military Survey N^o 7822 and bounded and described as follows: Beginning at the point of intersection of the Connor gravel road with the Woodstock and Milford Centre gravel road: thence with the center of the last named gravel road N. 74° - E. 30 poles to a stake: thence N. 58° - E. $44 \frac{1}{2} \%$ poles to a stake: thence N. 55° - E. 12 poles to a stone and tile: thence with the south line of Anna Nichols land S. 58° - E. $60 \frac{1}{2} \%$ poles to a stone and tile: thence with the west line of Mary Witters land S. 32° - N. $72 \frac{1}{2} \%$ poles to a stone and tile in the center of the Connor gravel road: thence with the center of said gravel road N. 58° - N. $105 \frac{1}{2} \%$ poles to the place of beginning, containing thirty-six (36) acres more or less.

Exhibit D: Description of Anna Nichols land

Situated in the State of Ohio, County of Union, Township of Union, and Virginia Military Survey N^o 7822 and bounded and described as follows: Beginning at the point of intersection of the Woodstock and Milford Centre gravel road and the O. St. L. & W. R. R. track: thence with the center of said R. R. track N. 86° - E. $130 \frac{1}{2} \%$ poles: thence with the west line Elijah Witters land S. 9° - N. $33 \frac{1}{2} \%$ poles to a stone: thence S. 31° - N. $54 \frac{1}{2} \%$ poles to a stone and tile forming the north-east corner of Mary Witters land: thence with the north line of Mary Witters and Elijah Witters land N. 58° - N. 123 poles to a stone and tile in the center of the Woodstock and Milford Centre gravel road: thence with the center of said gravel road N. 55° - E. 10 poles to the place of beginning and containing thirty (36) acres exclusive of the O. St. L. & W. R. R. Company lands

Entry
6.2.77

Afterward on the 27th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court.

Annie Nichols et al
vs.
Elijah Witter et al

Journal 16, Page 71.

On motion to the Court by the plaintiff and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and the same having been examined by the Court here and found in all respects correct and in conformity to law.

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It is hereby ordered that the said proceedings and report is with the consent of all parties herein hereby approved and confirmed and that the said ^{Almira} ~~Anna~~ Witter have and possess the lands so assigned to her as her life estate for and during her natural life. And that the other said parties hold in severally the parts and premises so set off and assigned to each respectively in fee simple.

And it is further ordered that the costs of this action taxed to \$- be paid by the said parties in the following proportions, to wit: The said Almira Witter - - - part: the said Anna Witter, Elyah Witter, and Mary Witter each one - - - part.

Attest
R M Crovy 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 9th day of November in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that heretofore, to wit, on the 29th day of October 1890 Ezekiel Aller filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George W. Drumm et al.

Petition

Ezekiel Aller, Plaintiff.

vs.

Court of Common Pleas.

6086

George W. Drumm, Executor of the last Will & Testament of Matilda W. Aller, deceased.

Union County, Ohio.

Plaintiff says: The defendant George W. Drumm is the duly appointed and qualified Executor of the last Will and Testament of Matilda W. Aller deceased. That the said Matilda W. Aller (who was plaintiff's wife) in her life time was indebted to plaintiff upon an account for a colt, and for work and labor done by plaintiff on her separate estate in the sum and to the amount of \$879⁷⁰ commencing in the month of October 1884 and continuing until her death, to wit: July 1890, a copy of which account duly verified is hereto attached marked "Exhibit A." and made a part of this petition.

That on the 13th day of August 1890 plaintiff presented said account duly verified as above stated to said defendant for allowance and defendant then and there rejected the same and indorsed his rejection thereon. Plaintiff says he is still the owner and holder of said account and there is due him thereon from said defendant the said sum of \$879⁷⁰ with 6 per cent. interest on the items thereof from the date thereof.

Wherefore plaintiff prays judgment against said defendant that he allow said claim as a valid one against said estate, and that he recover thereon said amount and interest and his costs.

S. S. Gardner, Attorney for Plaintiff.

State of Ohio.
Union County ss:

Exhibit
A.
Page 213.

Ezekiel Aller being duly sworn says he is the plaintiff in above case: that the facts and allegations in the foregoing petition are true as he verily believes.

Ezekiel Aller.

Sworn to and subscribed before me this 23^d day of October 1890
(Probate 25) Joseph Comer J. P.

Waiver
1890.

I do hereby waive process and enter my appearance November 3^d 1890. Geo. W. Drumm, Administrator.

Answer
6086

Afterward, on the 22^d day of October, 1891, the following answer was filed with the clerk of said Court, to wit:

Ezekiel Aller, Plaintiff

vs
George W. Drumm Admr.
Defendant.

Court of Common Pleas.

Union County, Ohio.

Answer to Cross-Petition.

Now comes the said defendant and for his answer to the said petition says: That he demurs each and every allegation and averment therein contained, except as herein specifically admitted.

Second: The defendant further answering says, that prior to the 7th day of April, 1881, the plaintiff was a widower and the father of five small children, the two eldest being girls and the other three boys, the oldest child was about thirteen years of age and the youngest about two years old.

The plaintiff was not the owner of any land, and had very little personal property and was largely in debt and in need of clothing and support for himself and children.

The said Matilda was then also a widow, and she was the owner of one hundred (100) acres of good land, her farm was well stocked and she had money in bank besides.

On the 7th day of April 1881, the said plaintiff and said Matilda married, and the plaintiff took his family to live with the said Matilda on her farm, and the said Matilda let the plaintiff have money to apply on his debts, and she bought clothing for him and his family, and supported them from the proceeds of her farm.

The house on the farm was not sufficient to accommodate so many, and the plaintiff desired a larger house, but being unable to pay said Matilda the money he had borrowed of her he arranged that if she would build the house he would do work on the same and let said coll go towards paying the carpenters, and the value of the coll was to be a credit on what the plaintiff owed the said Matilda for borrowed money and it was so applied.

If the plaintiff did any work on said farm, or any hauling for said house, or any other work for said Matilda he got his pay from her at the time, and at her death the said estate owed him nothing. It was to the plaintiff's interest to do work on the said farm for the reason that he got his support and the support of his family from the proceeds of said farm, and he did not at the time intend to make any charge for any thing he was doing, and the said Matilda

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who was supporting him and his family did not know he intended to make any charge.

The defendant says that if the plaintiff is allowed to make a charge against the said estate for work the estate should be allowed credit for supporting and maintaining the said plaintiff and his family, and that it was reasonably worth the sum of \$300⁰⁰ per year, for the support said Matilda furnished the said plaintiff and his family from the time of said marriage until the death of said Matilda.

The defendant says that there is justly due the estate of said Matilda from the plaintiff for said support so furnished the sum of three hundred dollars per year from the date of said marriage to the date of the death of said Matilda.

The defendant says that after the death of said Matilda the said plaintiff took and carried away timber from said farm to the value of \$50⁰⁰, no part of which has been paid by him, and there is now justly due the said estate therefor the sum of \$50⁰⁰.

The defendant therefore prays for judgment against the said plaintiff for the sum of three hundred dollars per year from the 7th day of April, 1881 to the 7th day of July 1890 thro' for the sum of \$2700 dollars, and for the sum of \$50⁰⁰ for said timber making a total sum of twenty-seven hundred and fifty dollars for which the defendant asks judgment against the said plaintiff and the defendant asks for all such other and further relief as may be right and proper, and the nature of the case requires.

J. D. Cameron,
Attorney for Defendant.

The State of Ohio,
Union County ss

George W. Drumm being first duly sworn, says the facts stated and allegations made in his foregoing answer and cross-petition are true as he believes.

Geo. W. Drumm.

Sworn to before me and signed in my presence this 25th day of October 1891.
R. L. Woodburn, Notary Public.

Exhibit	Matilda Allen in account with Ezekiel Allen, Jr.		
"A."	October, 1884	To hauling lumber	125 00
	" " "	" cash paid by roll on house	75 00
Filed with	Oct. 24 Nov. 1885	" digging 48 rod of ditch .50 per rod.	24 00
Petition	" " "	" building 100 panel of straight fence	5 00
Oct. 29 th , 1890	November 1886	" " " 61 " " "	3 05
	October 1885	" " " 430 " " "	21 50
	November 1885	" making & setting 100 posts	6 00
	March 1890	" building 123 panel of worm fence	6 15
	April 1890	" making 75 rods of tile ditch .20 per rod.	15 00
	" "	" hauling tile	3 00
	" "	" making and setting 100 posts	6 00
	July 1887 th July 1890	" taking care of stock, husking corn, taking care of grain to \$100 ⁰⁰ per year	600 00
	March 1887	" by cash	10 00
			\$879 70
			10 00
			\$879 70

State of Ohio,
Union County ss:

Ezekiel Aller being duly sworn says the above account is just true and correct; that said labor was performed by him for the said Matilda Aller upon her separate estate; that the price charged is just and reasonable; that no payments have been made thereon and there are no offsets against the same to affiants knowledge that there is due him from the estate of said Matilda Aller the sum of \$179²⁰ with 6% interest on the items therein mentioned from the date thereof; that he does not hold any collateral or other security for said account.

Ezekiel Aller.

Sworn to and subscribed before me this 11th day of August, 1890.
[Seal] S. S. Gardiner Notary Public
August the 13th, 1890 this account was presented and rejected.
Geo. W. Lamm.

afterward, on the 14th day of November, 1891, a Reply was filed

Reply

with the Clerk of said Court, to wit:
Ezekiel Aller Plaintiff

6086

vs.
George W. Lamm Admr.

Court of Common Pleas,
Union County, Ohio.

Defendants

The plaintiff now comes and for his reply to the answer of the plaintiff says: He admits his marriage with the said Matilda Aller as alleged in said answer and that she owned one hundred acres of land; and that he was the father of five children; and he denies each and every other allegation therein contained.

The plaintiff says that after his said marriage on the 7th day of April 1881, until the death of his said wife in July 1890 his own and the labor of his family hereinafter named and was expended in farming the one hundred acres of land belonging to his said wife by himself and team. That all the stock raised during their said marriage except the hogs and one colt the proceeds thereof was kept by his said wife. That she had all the time four cows and part of the time six cows and their produce in butter and increase was kept by his said wife altogether. Also a large amount of poultry and the produce thereof was kept by his said wife and in which he never had any interest. That during their marriage all the hogs raised was fed from the grain raised by this plaintiff and the proceeds of the sale of the same each year was divided equally between himself and wife.

That after the feeding of said hogs, all grain raised and hay produced on said farm were divided equally between himself and wife and that during their said marriage the entire family of this plaintiff and his said wife subsisted on the plaintiff's share, and his wife's share was reduced to money by her and expended by her in building her said house, in payment of attorneys fees, in paying taxes, and paying borrowed money she

Entry

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owed at the time of their said marriage, and in buying furniture, all of which descended to his said wife's brothers and sisters and their children by the last will and testament.

That the children of the plaintiff for more than six years previous to the death of plaintiff's wife were maintaining themselves away from home except one of them remained at home during the summer and was paid by the plaintiff. That ever since their said marriage all the members of his said family were provided for and maintained by the plaintiff's one-half interest in said crops. That one of his children a boy now fourteen years of age remained at home all the time of said marriage and engaged in such work as his age permitted.

The plaintiff denies that he borrowed any money from his said wife or that he was in any way indebted to her at the time of building said house or afterwards. And avers that said hauling was done for her by her request and promise at the time of so requesting this plaintiff to do said hauling that she would pay him what the same was reasonably worth. That said colt was the property of plaintiff and was not applied on the building of said house in payment of any indebtedness of his to his said wife.

That in conducting and carrying on said farming as aforesaid the plaintiff furnished his own team, seed, farming utensils and all means and labor necessary for the same.

The plaintiff denies that he cut any timber on said farm after the death of his said wife, but that this timber was cut as he is informed and avers to be true, by plaintiff's son and son-in-law and was used by themselves for firewood while they resided on said farm after his said wife's death. Plaintiff denies that he was in any way indebted to his said wife at the time of her death. Wherefore plaintiff prays as in his petition.

J. S. Gardner

D. W. Ayers, Attorneys for Plaintiff.

State of Ohio,
Union County ss.

Ezekiel Aller being first duly sworn says the facts stated and allegations contained in his foregoing reply are as he believes true.
Ezekiel Aller.

Sworn to before me and signed in my presence this 14th day of November, 1891.
R. W. Crory, Clerk of Court.

Seal

Entry

Afterward, on the 18th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to-wit:

6086

Ezekiel Aller

George W. Drumm Admr.

Journal 16, Page 58.

This day came the parties herein by their attorneys, also came the following named persons as Jurors, to-wit: 1. Marion Hopkins; 2. Reuben Stultz; 3. H. F. Chapman; 4. Conrad Weidman; 5. S. W. Dolbear; 6. John Lochran; 7. Guido Robinson; 8. W. F. Jackson; 9. A. C. Knoc; 10. John Lawson

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11: N. W. Epps, and 12: Samuel Brightler who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence, and the said jury having heard the evidence in part said cause was continued until tomorrow morning at 8³⁰ o'clock to which time Court then adjourned.

Entry

6086

Afterward, on the 19th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court.

Ezekiel Aller

vs.

George W. Drumm Admr.

Journal 16, Page 59.

This day again came the parties by their attorney, also came the jury heretofore impaneled and sworn in this case, and the trial proceeded, and the said jury having heard the additional evidence adduced, the hour of adjournment having arrived this case was continued until 8³⁰ o'clock tomorrow morning.

Amendment

to Answer

Afterward, on the 20th day of November 1891, the following Amendment to Answer was filed with the Clerk of said Court, to wit:

Ezekiel Aller.

vs.

George W. Drumm Admr.

Court of Common Pleas,
Union County, Ohio.

The defendant by leave of the Court files this Amendment to his answer and says that all that part of the plaintiffs alleged cause of action that did not accrue within six years next before the commencement of this action and the same is barred by the Statute of Limitations.

The State of Ohio.

Union County ss:

J. L. Cameron,

Attorney for Defendants.

George W. Drumm being first duly sworn says the facts stated in the foregoing amendment to his answer are true as he believes.

Geo. W. Drumm.

Sworn to before me and signed in my presence this 20th day of November, 1891.

R. W. Gray, Clerk

By N. M. Winget, Deputy.

Entry

6086

Afterward, on the 20th day of November, 1891, an entry was made on the Journal by the Clerk of said Court, to wit:

Ezekiel Aller

vs.

George W. Drumm Admr.

Journal 16, Page 61.

This day again came the parties by their attorneys, also came the jurors heretofore impaneled and sworn in this case, and the said jury having heard the remaining evidence adduced, the argument of counsel and charge of the Court retired to their room in charge of the Sheriff for deliberation.

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Entry

Afterward, on the 21st day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6086

Ezekiel Aller

vs.

George W. Drumm Admr.

Journal 16, Page 62.

Now comes the Jury heretofore impaneled and sworn in this case into open Court with their verdict in writing signed by their foreman and say:

We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of \$230⁰⁰.
A. E. Knox, Foreman.

Entry

Afterward, on the 2nd day of December, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6086

Ezekiel Aller

vs.

George W. Drumm Admr.

Journal 16, Page 79.

The Jury in this action having on a former day of this term rendered a verdict for the plaintiff and assessed his damages at \$230⁰⁰ and no motion for a new trial having been made, it is therefore considered by the Court that the said plaintiff recover of said defendant the said sum of \$230⁰⁰ together with his costs herein expended.

Attest
A. E. Knox, 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 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to wit, on the 28th day of September, 1891, Smith, Simmons, Peabody & Co, filed in the Clerk's Office of the said Court of Common Pleas the following Petition against G. E. Thompson and Elizabeth Thompson to wit:

Petition

The State of Ohio,

Union County ss:

In the Court of Common Pleas.

6252

Smith, Simmons, Peabody & Co.

vs. Plaintiff.

Petition on Promissory Note.

G. E. Thompson and Elizabeth Thompson. Defendants

The said Smith, Simmons, Peabody & Co Plaintiff, complain of the said G. E. Thompson and Elizabeth Thompson, Defendants, for, that the said defendant on the 19th day of February 1891 at New Haven Ohio, for value received made a certain promissory note, in writing of that date, a true copy of which said promissory note together with all the endorsements thereon, in words and figures following, to wit:

\$ 121.³⁵ New Dover, Ohio, February 19th 1891.

Six months after date we promise to pay to the order of Smith Simmons, Peabody & Co. One hundred and twenty-one ³⁵/₁₀₀ dollars. Value received without interest.

G. E. Thompson.
Elizabeth Thompson.

That plaintiff is a firm doing business in Ohio under the firm name of Smith, Simmons & Co. and are unincorporated. That defendant on said day then and there delivered the said note to the said plaintiff, and thereby promised to pay to said plaintiff, or order, in six months from the date thereof, the sum of one hundred and twenty-one ³⁵/₁₀₀ dollars without interest thereon which period has since elapsed, yet the said defendant has not paid said sum of money, nor any part thereof, except as above stated, to the said plaintiff, although often requested so to do.

And the said plaintiff further say that the full amount of one hundred and twenty-one ³⁵/₁₀₀ dollars with interest after due is now due thereon and wholly unpaid; that they have never parted with the ownership of said promissory note; and that they are still the legal owner and holder thereof.

Wherefore said plaintiff pray judgment against said defendants for said sum of One hundred and twenty-one ³⁵/₁₀₀ dollars together with interest thereon at the rate of --- per cent. from the 19th day of August, 1891.

D. W. Ayers,
The State of Ohio, | Plaintiffs Attorney.
Union County, ss

D. W. Ayers, being duly 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 believes the statements contained in the foregoing petition are true in substance and in fact.

Sworn to by said D. W. Ayers before me and by him subscribed in my presence, this 28th day of September, 1891.

R. M. Erong, Clerk of Court.

Pracipe Smith Simmons, Peabody & Co.

vs.

G. E. Thompson et al.

Court of Common Pleas,
Union County, Ohio.

To the Clerk of said Court:

Issue Summons against said defendants, directed to the Sheriff of said County returnable according to law.

Amount claimed \$ 121.³⁵ with interest thereon from the 19th day of August, 1891.
D. W. Ayers, Plaintiffs Attorney.

Summons

6252

Afterward, on the 28th day of September, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows.

The State of Ohio,
Union County

To the Sheriff of Union County

You are hereby commanded to notify George E. Thompson and Elizabeth Thompson that they have been sued by Smith, Simmons

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Peabody and les. in the Court of Common Pleas of Union County, and must answer by the 31st day of October, 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 12th day of October, A. D. 1891.

Witness my hand and the seal of said Court, this 28th day of September, A. D. 1891.

Seal R. M. Brown, Clerk.

Indorsed: Money only. Amount claimed \$121³⁵, with interest thereon from August 19th, 1891.

And on the 30th day of September, 1891, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows.

Ser ^{vy} Return	\$ 30
Adl. Dfts.	15
Mileage	80
Copy	40
Total	1 65

The State of Ohio. | Sheriff's Return.

Union County

Received this writ September 28th, 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 named defendants on the 30th day of September, 1891. Thomas Martin, Sheriff.

Entry

Afterward, on the 2nd day of December, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit: Smith, Simmons, Peabody^{vs} les.

6252

vs.

G. E. Thompson et al

Journal 16, Page 79.

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 find that the defendants George E. Thompson and Elizabeth Thompson are indebted to the plaintiff Smith, Simmons^{vs} les. in the sum of \$121³⁵ with interest from August 19th, 1891.

It is therefore considered and adjudged by the Court that the said plaintiff recover from the said defendants the said sum of \$121³⁵ with interest from August 19th, 1891, and their costs herein expended taxed to -- \$--.

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 November term, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to wit, on the 1st day of December 1891, a Petition, Answer^{vs} Entry as to Cognovit Note was filed in the

Clerk's office of the said Court of Common Pleas.

The State of Ohio,
Union County ss

Court of Common Pleas.

John M. Hamilton
Ernest Hamilton

Petition

vs.

Sarah Reeder
G. H. Reeder

6292

The defendants, on the 12th day of January, A. D. 1891, executed^{and} delivered to plaintiffs 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 part of this petition.

Said note is unpaid, and there is now due the plaintiff on said note the sum of two hundred and fifty dollars with interest at the rate of 8 per cent. per annum, from the 12th day of January A. D. 1891.

Wherefore plaintiff pray judgment against said defendant for the sum of two hundred and fifty dollars with interest thereon from the 12th day of January, A. D. 1891, at the rate of 8 per cent. per annum payable annually till paid, and for costs of suit.
Hamilton Bros.

The State of Ohio,
Logan County, ss:

Attorney for Plaintiff

John M. Hamilton being sworn, says that he is one of 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.
John M. Hamilton.

Sworn to by said John M. Hamilton before me, and by him signed in my presence, this 28th day of November, A. D. 1891.

George H. Allen,
Notary Public.

Exhibit "A."

§ 250. Ten months after date, for value received, we jointly and severally promise to pay Hamilton Bros or bearer, Two hundred and fifty dollars with interest at 8 per cent. thereafter until paid, and interest at same rate on interest over due, and on default of payment of interest when due, the whole amount of the note to immediately become due at option of holder hereof. Payable at the Law office of Hamilton Bros. Bellefontaine, Ohio.

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

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authorized to enter such release in said judgment.

Witness our hands and seals, this 12th day of January, A. D. 1891.

(Signed) Sarah A. Reeder
M. H. Reeder.

The State of Ohio. |
Union County, ss | Court of Common Pleas
John M. Hamilton^{and} Ernest Hamilton |
vs. |
Sarah A. Reeder^{and} M. H. Reeder.

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 defendants, on said note, for the sum of two hundred and sixty-seven dollars and fifty 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, Atty. for Deft.

John M. Hamilton^{and} Ernest Hamilton
vs.
Sarah Reeder,^{and} M. H. Reeder

Judgment Entry \$267.⁵⁰

This day came the plaintiff, by his attorneys; 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 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 two hundred and sixty-seven dollars and fifty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waive all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiffs recover of said defendants the sum of two hundred and sixty seven dollars and fifty cents, being the amount of said note with interest computed at 8 per cent. per annum from the 1st day of December, A. D. 1891: and also their costs herein expended taxed at 8--.

Attest
R. M. Brown clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the 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 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to wit, on the 9th day of May, 1891, George B. Hamilton filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Robert Cooper, George B. Hamilton, Plaintiff

Petition

vs.

Court of Common Pleas,
Union County, Ohio.

6192

Robert Cooper, William Cooper,
Samuel Cooper, W. M. Wood, Defendants
First Cause of Action:

Plaintiff says: On or about the 1st day of August 1887 the defendants Robert Cooper, William Cooper and Samuel Cooper executed and delivered to plaintiff their seven promissory notes, copies of which are hereto attached and made part hereof marked A, B, C, D, E, F, & G. Together with all credits and indorsements thereon and thereby promised to pay to plaintiff the sum of four hundred dollars in one year; the sum of four hundred dollars in two years; the sum of four hundred dollars in three years; the sum of four hundred dollars in four years; the sum of four hundred dollars in five years; the sum of sixty-four dollars in four years, and the sum of thirty two dollars in five years with 8 per cent. interest on all of said notes after maturity.

Second Cause of Action:

That to secure the payment of said notes on or about said 1st day of August, 1887, the said Robert Cooper, William Cooper and Samuel Cooper executed and delivered to plaintiff their mortgage and thereby conveyed to plaintiff the following described premises: Situated in the village of Richwood, County of Union and State of Ohio, to wit:

Being twenty five feet off the south side of In Lot numbered forty nine (49) in said village. For a more definite description see recorded Plat of said village.

The condition contained in said mortgage was in substance that if the said Robert, William, & Samuel Cooper should pay or cause to be paid said sums of money as the same become due together with the interest as specified in said notes then said conveyance to become void otherwise to be and remain in full force and virtue in law.

On the 13th day of August at 2 o'clock P. M. 1887 said mortgage was filed in the office of the Recorder of Union County, Ohio, and was recorded August 23rd, 1887 in Volume 24, Page 396 of Union County Records of Mortgages and is still a valid and subsisting lien on said premises and is the first and best lien thereon.

The defendant William W. Wood claims to have a lease of said premises the nature and extent thereof plaintiff is unable to fully state but said claim is subordinate to plaintiff's. That no payments have been made on said notes except on those marked A, B, & C on which

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interest has been paid to August 1st, 1890. That there is due and owing plaintiff on said note marked "A" the sum of \$400⁰⁰ and 8 per cent. interest from August 1st, 1890: and on the note marked "B" the sum of \$400⁰⁰ with 8 per cent. interest from August 1st, 1889: and the note marked "C" the sum of \$400⁰⁰ with interest at 8 per cent. from August 1st, 1890: and on the note marked "D" there will be due the sum of \$64⁰⁰ and interest at 8 per cent. from August 1st, 1891: and on the note marked "E" there will be due August 1st, 1891, the sum of \$400⁰⁰ and 8 per cent. after due: and on the note marked "F" there will be due August 1st, 1892 the sum of \$400⁰⁰ and 8 per cent. after due: and the note marked "G" the sum of \$32⁰⁰ will be due August 1st, 1892 and 8 per cent. after due.

Wherefore plaintiff prays judgment on said notes marked A, B, C, for the sum of twelve hundred (\$1200) dollars and interest at 8 per cent. as above set forth. That said mortgage be foreclosed, said premises be ordered to be sold and the proceeds applied to the payment of said plaintiffs claim and for all proper relief.

S. S. Gardiner.
Attorney for Plaintiff.

State of Ohio,
Union County ss:

George B. Hamilton being sworn says the facts and allegations in the foregoing petition are true as he verily believes.

(Signed) Geo. B. Hamilton.

Sworn to and subscribed before me this 8th day of May, 1891.

Joseph Comer, J. P.

This note is secured by mortgage.

"Note A."

\$400⁰⁰ Richwood, Ohio, August 1st, 1887.
One year after date, we promise to pay to the order of George B. Hamilton Four hundred dollars. Value received with 8th per cent. after maturity. (Signed) Robert Cooper, William Cooper, Samuel Cooper.
Interest paid on this note to August 1st, 1890.

This note is secured by mortgage.

"Note B."

\$400⁰⁰ Richwood Ohio, August 1st, 1887.
Two years after date, we promise to pay to the order of George B. Hamilton, Four hundred dollars. Value received, with interest at 8 per cent. per annum after maturity. (Signed) Robert Cooper, William Cooper, Samuel Cooper.

This note is secured by mortgage.

"Note C."

\$400⁰⁰ Richwood, Ohio, August 1st, 1887.
Three years after date, we promise to pay to the order of George B. Hamilton Four hundred dollars. Value received with interest at 8 per cent. per annum after maturity. (Signed) Robert Cooper, William Cooper, Samuel Cooper.
Interest paid on this note to August 1st, 1890.

"Note D."

\$64⁰⁰. Richwood, Ohio, August 1st, 1887.

Four years after date, we promise to pay to the order of George B. Hamilton, Sixty-four dollars. Value received, with interest at 8 per cent. per annum after maturity.

(Signed) Robert Cooper
William Cooper
Samuel Cooper.

This note is secured by Mortgage

"Note E."

\$400⁰⁰. Richwood, Ohio, August 1st, 1887.

Four years after date, we promise to pay to the order of George B. Hamilton Four hundred dollars. Value received with interest at 8 per cent. per annum after maturity.

(Signed) Robert Cooper
William Cooper
Samuel Cooper.

This note is secured by Mortgage

"Note F."

\$400⁰⁰. Richwood, Ohio, August 1st, 1887.

Five years after date, we promise to pay to the order of George B. Hamilton, Four hundred dollars. Value received with interest at 8 per cent. per annum after maturity.

(Signed) Robert Cooper
William Cooper
Samuel Cooper.

This note is secured by Mortgage

"Note G."

\$32⁰⁰. Richwood, Ohio, August 1st, 1887.

Five years after date, we promise to pay to the order of George B. Hamilton Thirty-two dollars. Value received with interest at 8 per cent. per annum after maturity.

(Signed) Robert Cooper
William Cooper
Samuel Cooper.

This note is secured by Mortgage

Præcipe To the Clerk:

Issue Summons on petition to Sheriff of Union County, returnable according to law. Amount claimed \$1200⁰⁰, and 8 per cent. interest on \$400⁰⁰ from August 1st, 1887, and on \$800⁰⁰ from August 1st, 1890. ^{and} Foreclosure of Mortgage. S. S. Gardner, Attorney.

Summons

Afterward, on the 9th day of May, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

6192

The State of Ohio,
Union County:

To the Sheriff of said County:

You are hereby commanded to notify Robert Cooper, William Cooper, Samuel Cooper and W. M. Wood that they have been sued by George B. Hamilton in the Court of Common Pleas of Union County, and must answer by the 6th 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 18th day of May, A. D. 1891.

Witness my hand and the seal of said Court this 9th day of May, A. D. 1891.

[Seal] R. M. Brong, Clerk.

Indorsed: Action for Judgment. Amount \$1200⁰⁰ ^{and} 8% on \$400⁰⁰ from August 1st 1887 ^{and} on \$800⁰⁰ from August 1st 1890. ^{and} Foreclosure of Mortgage.

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And on the 15th day of May, 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.

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Union County | Sheriffs Return.
 Received this writ May 9th, 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 13th day of May, 1891.

Thomas Martin, Sheriff.

Entry

Afterward, on the 12th day of June 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

6192 George B. Hamilton
 vs.
 Robert Cooper et al

This Entry was filed June 12th, 1891, but not entered on the Journal. See Entry of December 4th, 1891.

Answer

Afterward, on the 15th day of June, 1891, the following answer was filed with the Clerk of said Court, to wit:

of B.S. Walters George B. Hamilton, Plaintiff
 vs.
 6192 Robert Cooper, et al. Defendant.

Court of Common Pleas. Union County, Ohio.

The said B.S. Walters having by order of the Court been made party defendant hereto, for his separate answer to the plaintiffs petition says: That after the petition in this case had been filed, and the summons served on the said Coopers, they desired to make private sale of said property, and asked this defendant to buy it. This defendant refused to have anything to do with the purchase of said property unless the matter of the plaintiffs mortgage was first adjusted as this defendant had not sufficient means to pay off said mortgage without having time on part of it. The said Coopers then went to the said plaintiff and requested him to give his consent to the sale of said property, and to extend the time of payment of said mortgage as this defendant suggested to wit: to accept \$500⁰⁰ down, \$500⁰⁰ the first of August next and the balance in four equal annual payments with 8 per cent. interest from August 1st, 1891, which proposition the said Walters had previously made upon the condition that said plaintiff would agree to the same. Said plaintiff thereupon gave his consent to said Cooper to sell said property to this defendant, and agreed to accept the said terms and payments accordingly all of which was duly reported to this defendant. But before this defendant would go further in said purchase he informed said Coopers that he must see plaintiff himself. Thereupon about the 20th of May last this defendant went to said plaintiff and informed him that said Coopers wanted to sell him said property but that he would not have anything to do with the purchase of the same unless it was satisfactory to the plaintiff; that this defendant could buy said property and pay \$500⁰⁰ down and \$500⁰⁰ the first day of next August, and the balance in four equal annual payments with 8 per cent. interest from the first of next August, all of which would be applied upon plaintiffs mortgage which this defend-

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ant was to assume, and that if the plaintiff would accept payment of his mortgage in that manner then this defendant would make said purchase, but if not then he would have nothing to do with it.

Thereupon the said plaintiff agreed with this defendant that if he would go on and buy said property and assume the payment of the plaintiffs mortgage that he the plaintiff would accept payment thereof as this defendant had suggested, to wit: that he would take \$500⁰⁰ down and \$500⁰⁰ the first of next August and the balance in four equal annual payments with 8 per cent. from the first of next August and upon said payments being made would cancel said mortgage, but there was nothing definite said as to how the said deferred payments were to be arranged.

The said plaintiff assured this defendant that if he would go on and complete his purchase of said property he would have no trouble with plaintiff, but plaintiff would be glad of it and would accept payment of his mortgage in the manner aforesaid.

Thereupon this defendant relying upon the promises and assurance of the said plaintiff, did on the 20th day of May last accept the proposition of said Coopers and bought said property and as part consideration agreed to assume the payment of plaintiffs mortgage, and the said Coopers made the plaintiff a deed for said property which was on the 21st day of last May recorded in Volume 66, on Page 544 of the records of said County of Union.

The said B. S. Walters defendant says that after he had made the said purchase of said property he went to the said plaintiff and offered to pay him for the said \$500⁰⁰, as he had agreed and wanted to arrange the other payments by letting the said plaintiff take judgment and order of sale but have the payments arranged as they had agreed, or this defendant is willing to execute new notes and mortgage to secure the same, but the said plaintiff refused to accept said money, and refused to arrange the said deferred payments, but demanded payment of his said mortgage in full.

This defendant is not able to make payment of said mortgage in full at this time but is ready able and willing to make his said payments as he has agreed with the said plaintiff, and to secure the said deferred payment either by executing a new mortgage or letting the plaintiff take an order of sale having the payments deferred as herein stated, and the said B. S. Walters now brings said money into Court for the said plaintiff, to wit; the said \$500⁰⁰ being the down payment, and is ready to secure the other payments as the Court may require.

This defendant says that when he made said purchase he did so fully relying upon the plaintiffs agreement to extend the payment of his mortgage and when this defendant assumed the payment of the plaintiffs mortgage he did it upon the faith that the plaintiff would keep and perform his agreement, and this defendant would not have made said purchase or assumed said obligation if it had not been for plaintiffs said assurances, and it would be a fraud upon this defendant if the plaintiff was to compel him to pay all of said money

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Answer

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down, and the plaintiff having induced this defendant to go on and make said purchase and assume said obligation he is now estopped to deny or refuse to comply with his said agreement.

Wherefore this defendant prays that the plaintiff may be required to perform his said contract, and that the same may be enforced, and that the plaintiff may be required to accept said \$500 and that the same be a credit upon said mortgage, and that the deferred payments may be secured to him in such manner as to the Court seems meet, and that upon said deferred payments being made that said mortgage may be cancelled, and for all such relief as the nature of the case requires.

J. L. Cameron, Attorney for B. S. Walters.

The State of Ohio.

Union County ss:

Benjamin S. Walters being first duly sworn says the facts stated and the allegations made in his foregoing answer are true as he verily believes.

(Signed) Benjamin S. Walters.

Sworn to before me and signed in my presence this -- day of June 1891.

John Van Bearer,

Notary Public.

Answer

Cross-Petition

of

W. M. Wood

1892

Seal

Afterward, on the 19th day of June, 1891, the following Answer and Cross-Petition was filed with the Clerk of said Court, to-wit:

George B. Hamilton, Plaintiff,

vs.

Robert Cooper et al. Defendants

Court of Common Pleas
Union County, Ohio.

The defendant in the above entitled case, W. M. Wood now comes by leave of the Court first had and for his answer herein says: That on or about the first day of April, 1890, he leased for the full term of two years from Robert Cooper, Samuel Cooper, and William Cooper the real estate described in the plaintiffs petition herein. That the said lease was executed subsequent to the mortgage of the plaintiff and before the execution of the deed of conveyance by the said Coopers to B. S. Walters hereinafter set forth.

That by the terms of said lease this defendant was to pay a rental of twenty-three dollars per month in advance which he has fully complied with and performed and has fully paid said Coopers rent on said premises until about the first of October 1891.

That by the terms of said lease he was to have and occupy said premises as a dwelling house restaurant, and bakery and this defendant says he has used said premises for said purposes and for no other. That by and with the consent and agreement with the said Coopers he has made lasting and valuable improvements on said real estate of the value of \$105⁰⁰ for which they agreed to pay this defendant, and all of which remains unpaid at this date of June 17th, 1891, except about the sum \$36⁰⁰.

This defendant says that by the said terms of said lease to himself from said Coopers so executed he is entitled to hold and occupy said premises until the 1st day of April 1892.

This defendant is informed and charges the same to be true that one B. S. Walters obtained about the 20th of May 1891, a deed of general warranty from said Coopers for said premises described in

the petition and so leased as aforesaid by this defendant. That said B. S. Walters before and at the time of receiving said deed of conveyance had full knowledge of this defendants said lease and of the terms thereof as aforesaid and had full knowledge of the valuable improvements aforesaid and the value thereof and that this defendant had paid his rent in advance as aforesaid. This defendant says that his right to use and occupy said premises for the purposes aforesaid are superior to any rights or claims of claims of said B. S. Walters by virtue of said deed of conveyance.

This defendant says he is unable to state fully said lease or to attach a copy thereof because he says that by mutual agreement the same was left in care and custody of one John M. Sanders of Richmond, Ohio, who refuses to give or allow this defendant to obtain a copy of the same or to have the use of the original for that purpose though requested by this defendant to do so.

This defendant further says that at the time of the execution of said deed by the said Coopers to said B. S. Walters the terms of said lease, the payment of said rent and the making of said valuable improvements was fully made known to said Walters, and it was then fully understood and agreed, and was a part of the terms of the said sale and conveyance to said Walters that he was to receive the deed to said premises, subject to all the right of this defendant to said premises by virtue of said lease and subject to all the payment so made as aforesaid and was to pay this defendant for the valuable improvements to the amount aforesaid by giving this defendant credit for the same or rents accruing after the date of said deed.

This defendant says that notwithstanding the agreement of B. S. Walters with said Coopers as aforesaid he is threatening to ignore and violate the rights of this defendant under said lease and to dispossess him of his occupancy of said premises, and unless restrained by the order of the Court will proceed and undertake to deprive this defendant of his use of said premises.

This defendant therefore prays that on final hearing he may be adjudged to hold and use said premises for the purposes aforesaid until the 1st day of April 1892, and that he may in the meantime have fully all the rights granted by said lease as aforesaid, and that said B. S. Walters be enjoined from interfering with the said possession and use of said premises by this defendant until the first day of April 1892, and on final hearing in addition to that already prayed for, he may have all proper relief.

S. S. Gardiner

D. W. Ayers, Attorney for W. M. Wood.

State of Ohio,
Union County ss:

W. M. Wood, being by me first duly sworn says the facts stated and allegations in his foregoing answer and cross-petition are true.

W. M. Wood.

Sworn to before me and signed in my presence by the said W. M. Wood this 17th day of June 1891.

John M. Brodrick,

Notary Public, Union Co. O.

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Reply

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Reply

Afterward, on the 9th day of July, 1891, a Reply was filed with the Clerk of said Court, to wit:

George B. Hamilton, Plaintiff

Court of Common Pleas,
Union County, Ohio

vs.
Robert Cooper et al, Defendant

Now comes the said Benjamin S. Walters and for his reply to the answer of the said W. M. Wood says: That he denies each and every allegation in said answer contained, except that the said Cooper Brothers executed to said Woods a lease on part of the premises described in the petition.

Further answering this defendant says: that by the terms of said lease the said Woods was to pay the sum of twenty-three dollars per month rent for said premises and the same was payable in monthly installments in advance. After this defendant had purchased said premises said lease was assigned to him, and he has been entitled to the rent ever since.

This defendant is entitled to the rent for said premises for the months of May, June, and July, and has made demand for the same of said Woods but he refuses to pay the same or any part thereof.

This defendant says: there is due him for rent of said premises from the said Wood the sum of sixty-nine dollars, no part of which has been paid. This defendant further says: that it was and is provided in said lease as follows: "The non payment at the proper time of the money above stipulated, or any part thereof, or the use of said premises in anyway to create any nuisance or annoyance, shall at the option of the second party (this defendant being the second party) work a forfeiture of all rights of said lessee, and the lessor may at any time after said forfeiture enter upon said premises and take possession of it, if he see proper to do so, without prejudice or bar to his claim as above stipulated."

This defendant says that a true copy of said lease is hereto attached, and made part hereof, and that all rights of the said Woods have been forfeited that he has created a nuisance and annoyance about said premises and has also refused to pay the money stipulated, and this defendant has notified him that he elected to work the forfeiture and that he demanded possession of said premises, but the said Woods refuses to give up said premises, or to pay any rent or to abate the said nuisance and annoyance.

Wherefore this defendant asks that he may have judgment for said sum of \$69⁰⁰, and that he may have an order giving him a right to said premises, and that the Court order the same delivered to this defendant, and that a forfeiture of said lease may be by the Court declared, and for all such other and further relief as may be equitable and the nature of the case require.

J. L. Cameron, Attorney for
Benjamin S. Walters.

The State of Ohio,
Union County, ss:

Benjamin S. Walters being first duly sworn says that the facts stated and allegations made in his foregoing answer are true as

he believes.

(Signed) Benjamin S. Walters.

Sworn to before me and signed in my presence this 7th day of July 1891.

(Signed) W^m A. Phelps.

Seal

Notary Public.

Rental Agreement

The undersigned William M. Wood, first party, in consideration of having rented from Cooper Brothers, second party, that certain property situated on the north-east corner of Franklin and Blagrove Streets in the village of Richwood Union County, Ohio.

Witnesseth that the party of the second part gives possession of said property on the first day of April 1890, consisting of the basement and first floor and all of second floor except rooms that is occupied by Burgher Brothers for the term of two years, commencing on the first day of April 1890, and ending on the first day of April 1892, agrees to pay therefor the sum of five hundred and fifty-two dollars in monthly payments in advance at twenty-three dollars per month. In all cases payment to be made to second party by first party without demand therefor being required; and all demand or notice claimed by law as a pre requisite to right of forfeiture hereinafter named is hereby waived.

And the said William M. Wood agrees to take good care of said premises, and put in all glass broken during the time, and protect the same from all waste or injury, natural wear and decay only excepted, and will not underlet any part of said premises without the consent of said second party.

The property to be occupied by first party for the purpose of - - - only. Any underletting of said premises, or any part thereof, without the consent of said second party, or the non payment at the proper time of the money above stipulated, or any part thereof, or the use of said premises, or any part thereof, for different, or illegal or immoral purposes, or in any way to create nuisance or annoyance, shall, at the option of said second party, work a forfeiture of all the rights of the said first party, for occupancy of said premises, and entitle the said second party to assert such forfeiture at any time thereafter, and to enter upon and take possession, if he see proper to do so, without prejudice or bar to his claim as above stipulated and agreed.

At the end of said term said first party will deliver up to said second party peaceable possession of said premises, or failing so to do, or upon failure in either of said stipulations, said second party has privilege and license hereby given to enter upon and take such possession with or without resorting to legal proceedings.

The person or persons signing hereto, other than the parties above named, hereby become surety for said first party, and guarantee the faithful fulfillment of this contract by first party.

Given under our hands and seals this 24th day of March 1891

(Signed) William M. Wood.
(Signed) Cooper Brothers.

And the party of the second part also rents to the party of the first part, twenty-seven cake pans; twenty-four round pans; two yeast tubs; two cake bowls; one bread scales; three lamps and one clock

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And the party of the first part agrees to return the above mentioned on the expiration of term as good as in present condition except the natural wear and tear of said property.

(Signed) William M. Wood
(Signed) Cooper Brothers

Copy of original.

William A. Phelps.

Demurrer 6192 Afterward, on the 15th day of August, 1891, a Demurrer was filed with the Clerk of said Court which is as follows:

George B. Hamilton

vs.

Robert Cooper et al.

Court of Common Pleas,
Union County, Ohio.

The plaintiff now comes and for demurrer herein says: That the answer of B. S. Walters filed herein does not state facts sufficient to constitute a defense herein or cause of action entitling the plaintiff to the relief prayed for in the same.

S. S. Gardiner

D. W. Ayers, Atty.

Reply 6192 Afterward, on the 9th day of November, 1891, a Reply was filed with the Clerk of said Court, to wit:

George B. Hamilton, Plaintiff

vs.

Robert Cooper et al. Defendant

Court of Common Pleas,
Union County, Ohio.

Now comes the said George B. Hamilton and for reply to answer of B. S. Walters says: he has no knowledge of what took place between said B. S. Walters and any of the Coopers in regard to the sale of the property in controversy in this case.

That after the petition had been filed in this case, and summons issued, one of the Coopers came to plaintiff and informed him that they had a prospect of making a private sale of said property and wanted to know if plaintiff would be willing to accept \$500⁰⁰ within ten days on his mortgage, \$500⁰⁰ August 1st, 1891, and the balance in four equal annual payments; and plaintiff answered that "he had no objection to making such extension of time on his said mortgage".

On or about the 20th day of May 1891 the said B. S. Walters came to plaintiff and inquired if he, plaintiff, would accept \$500⁰⁰ cash down \$500⁰⁰ August 1st, 1891, and balance of his mortgage claim in four equal annual payments; and plaintiff answered that he had no objection to said terms and payments.

That on or about the 22nd day of May 1891, said B. S. Walters again came to plaintiff with an instrument in writing (which is now in possession of said B. S. Walters and plaintiff is unable to attach and cannot get a copy of the same) and demanded plaintiffs signature to the same which plaintiff refused for the reason that said instrument contained obligations not heretofore talked of or considered by any of the parties, and did not provide for 8% interest payable annually on said deferred payments which had previously been understood between plaintiff and Coopers. And said B. S. Walters required plaintiff to agree to go on and foreclose his said mortgage on said

Coopers, and sell said property and put said B. S. Walters in possession of the same all of which plaintiff refused to agree to.

Said B. S. Walters then stated to plaintiff that unless he, plaintiff, would sign said instrument and enter into said agreement he, Walters, would not proceed farther in the purchase of said property of said Coopers; that he was under no obligation to said Coopers to take said property, that although he then had a deed for the same from said Coopers filed for record: that he had not paid any money on the same and was not obliged to go on with the purchase; that the deed was delivered to him merely for the purpose of preventing said Coopers creditors from obtaining liens on said property, and that it did not make any difference to him whether said plaintiff entered into said agreement or not. And said Walters left said plaintiff with the understanding - between them - that all previous talk about the matter should be considered of no effect, and that he - Walters - would not proceed any further in the matter, and that plaintiff would have to go on with the foreclosure suit as if no talk about the matter had ever been had between them.

And the plaintiff denies each and every other allegation in said answer contained and not herein admitted.

Wherefore plaintiff prays that said answer be dismissed and for judgment and order of sale as in the petition.

D. W. Ayers

S. S. Gardiner Atty. for Pltff.

State of Ohio

Union County ss:

George B. Hamilton, being duly sworn says the facts and allegations in the foregoing reply are true as he believes.

G. B. Hamilton.

Sworn to and subscribed before me this 3rd day of November 1891.

Jason Case, J. P.

Entry

Afterward on the 4th day of December, 1891, the following entry was made on the Journal by the Clerk of said Court.

6192.

George B. Hamilton

vs.

Robert Cooper et al

Journal 16, Page 85.

This day came the parties by their attorneys and thereupon this cause was submitted to the Court upon the pleadings and the evidence. On consideration whereof the Court being fully advised in the premises finds that the mortgage was executed and recorded and was to secure the sum stated in the petition.

The Court finds further that after this suit was commenced the said B. S. Walters with the consent of plaintiff purchased the mortgaged premises and assumed the payment of said mortgage indebtedness, and that it was then agreed that the payments were to be made as stated in the answer and cross-petition of said B. S. Walters.

It is therefore ordered by the Court that interest on the notes secured by said mortgage be computed to the 1st of August 1891, and that from this amount the sum of \$1000⁰⁰ be taken and that the balance of the sum secured by said mortgage be

divided from amount to be the interest of B. S. Walters balance for which four equal payments

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divided into four equal annual payments which shall bear interest from August 1, 1891, at 8 per cent. The Court find the following to be the amount of the sum secured by said mortgage including interest to August 1, 1891 to be \$2224.⁰⁰ That of said sum the said B. S. Walters has paid \$1000.⁰⁰ to be credited August 1, 1891, leaving a balance of the sum secured by said mortgage August 1, 1891, \$1224.⁰⁰ for which sum by the agreement of the parties is to be divided into four equal annual payments, the first to be due August 1, 1892, each payment to bear interest from August 1, 1891, at 8 per cent.

It is further ordered and adjudged by the Court that if default shall be made in either of said payment at the time the same becomes due then that an order of sale issue to the Sheriff of said County commanding him to sell said premises in the petition described and apply the proceeds to the payment of said sum due.

And it is further ordered that the answer and cross petition of William Woods and the reply of B. S. Walters thereto be dismissed without prejudice and said answer and reply omitted from the record. And it is further ordered that said B. S. Walters pay the cost of this proceeding up to the time of filing his cross petition and that the cost since that time be paid one half by said plaintiff and one half by said B. S. Walters, and judgment is rendered accordingly.

Attest
 R. M. Crox 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, Court, on the 9 day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 31st day of August 1891, Amy E. Mitchell filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary E. Lehman et al, to-wit:
 Amy E. Mitchell, Plaintiff

vs.
 Mary E. Lehman, Charles C. Lehman, a minor aged 17 years
 Bertha Lehman, a minor aged 14 years, John J. Lehman, a minor aged 11 years. Defendant

Court of Common Pleas,
 Union County, Ohio.

Plaintiff has a legal right to and is seized in fee simple as daughter and one of the heirs at law of Christian Lehman, deceased, of the undivided fourth part of the following described real estate situated in said County of Union and State of Ohio, to-wit, in Darby Township of

said County. Beginning at three bur-oaks in the south line of Survey N^o 7245, being the north westerly corner of the tract of land hereby conveyed: thence south 32° W. 139 poles to a stake: thence south 63° E. 136 poles to a stake in the line of land formerly owned by one Fenner, now owned by Samuel Holycross: thence with said Holycross' line north 19° E. 133 ³/₄ poles to a stake and stone the south line of said Survey N^o 7245: thence with said Survey line north 77° W. 20 poles to a bur-oak ²/₄ two hickories: thence with said Survey line again N. 60° W. 89 poles to the place of beginning containing one hundred acres be the same more or less. ³/₄ being part of Embury ²/₄ Survey N^o 5586 ²/₄ 8698.

And the said bourse lets the said Dehman have the privilege of a certain gate-way through certain lands to and from the above described lands upon the terms and conditions expressed in a certain written agreement made between said parties on the 20th day of July 1883.

Also one other tract or parcel of land situated in the village of Unionville Centre and in said County of Union and State of Ohio, and being part of In Lot N^o 3 of said village.

Beginning in the north margin of Main Street and at the south west corner of said In Lot N^o 3: thence with the east line of said lot north 15° E. 24 feet more or less so that a line from that part south 15° west will include the east wall of the brick building situated on the part of lot N^o 3 hereby conveyed. The course ²/₄ distance from said points being south 15° west 60 feet to the north margin of said main Street: thence north 75° W. 24 feet more or less to the place of beginning.

Also one other tract or parcel of land situate in the village of Unionville Centre of said County of Union and State of Ohio and being part of In Lot N^o 5 in said village, being the south-east corner of said lot fronting 22 feet on Main Street ²/₄ running back 31 feet.

Also the following tract or parcel of land situate in said Union County and State of Ohio and bounded and described as follows: In the Lockum Addition to the town of Unionville Centre and being In Lot N^o 67 in what is known as the Katie V. Lockum's Addition to the town of Unionville Centre and in said Union County and State of Ohio.

Also one other tract or parcel of land situate in the village of Unionville Centre and in said County of Union and State of Ohio and bounded and described as follows:

Beginning at the east line of In Lot N^o 19 in said village and at the south-east corner of said lot N^o 19: thence N. 54 feet to a stake: thence north parallel with the east line of said lot N^o 19 to the south line of a 12 foot alley: thence E. 54 feet to said east line of lot N^o 19: thence following said east line south to the place of beginning.

Also a piece of land beginning 12 feet north of the north-east corner of lot N^o 19: thence with the east line of said lot N^o 19 north to the south side of the mill-race: thence with the south of said mill-race west 54 feet to a stake: thence parallel with the east line to the north line of said 12 foot alley: thence east following the north line of said alley 54 feet to the place of beginning being

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part of James Galloway's Survey N^o 5124.

Also one other tract or parcel of land situate in said County of Union and State of Ohio and in the village of Unionville Centre bounded and described as follows: Part of Survey N^o 5124.

Beginning at a stake in the center of Railroad Street, in the town of Unionville Centre, Ohio at the south line of First Street: thence with the center of Railroad Street southerly 6 poles to the north-east corner of Michael Galey's land: thence at right angles westerly parallel with the south line of First Street 12 poles to a stone at the south west corner of said Galey's land: thence northerly and parallel with Railroad Street 6 poles to a stone at the south-west corner of First Street this being the terminus of said First Street: thence with the south line of First Street 12 poles to the place of beginning containing 72 poles of land more or less and known as the School House lot.

The defendant Mary E. Lehman as widow of said Christian Lehman is entitled to dower in said premises.

The said defendants Charles E. Lehman, Bertha Lehman and John J. Lehman are tenants in common with plaintiff in said premises subject to said dower in the following proportions:

One-fourth ($\frac{1}{4}$) belongs to Charles E. Lehman, who is the son of said Christian Lehman, deceased.

One-fourth ($\frac{1}{4}$) belongs to said Bertha Lehman, who is a daughter of said Christian Lehman, deceased.

One-fourth ($\frac{1}{4}$) belongs to John J. Lehman who is a son of said Christian Lehman, deceased.

On the 20th day of April, 1899, the said Christian Lehman died: that the chattels and money had and owned by him at the time of his decease and which passed into the custody and care of the Administratrix of his estate is money had and owned by him at the time of his decease, and which passed into the custody on more than sufficient to pay all the indebtedness against his said estate: that the said Charles E. Lehman, Bertha Lehman and John J. Lehman are minors.

Plaintiff desires to have her interest set off to her in severalty and prays that the dower of said Mary E. Lehman may be assigned to her and that subject thereto partition may be made or if that can not be done without manifest injury that such proceedings may be had as are authorized by law.

D. W. Ayers, Attorney for Plaintiff

State of Ohio,

Union County ss: |

Amy E. Mitchell being duly sworn says that the facts stated and allegations in her foregoing petition are as she believes true.

(Signed) Amy E. Mitchell.

Sworn to before me and signed in my presence by the said Amy E. Mitchell this 31st day of August 1891.

R. M^o Croy, Clerk of Court.

Seal

To the Clerk:

Issue Summons upon the petition in the above entitled case to the Sheriff of Union County Ohio for Mary E. Lehman, Charles E. Lehman, Bertha Lehman and John J. Lehman, returnable according to law. Indorse: Action for Partition.

D. N. Ayers, Atty. for Plff.

Summons

Afterward, on the 31st day of August, 1891, a Summons was issued by the Clerk of said Court, to wit:

6242

The State of Ohio,
Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Mary E. Lehman, Charles E. Lehman, (a minor aged 17 years) Bertha Lehman (a minor aged 14 years, John J. Lehman (a minor aged 11 years) that they have been sued by Amy Mitchell in the Court of Common Pleas, Union County Ohio must answer by the 3rd day of October 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 14th day of September, A. D. 1891.

Witness my hand and the seal of said Court, this 31st day of August, A. D. 1891. (Seal) R. M. Croy, Clerk.

Sheriff's Return

And on the 4th day of September, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

State of Ohio	
Ser. Return	\$ 30
Ad. Dfts.	75
Mileage	160
Expenses	100
Total	\$ 365

Union County Sheriff's Return.

Received this writ August 31st, 1891, 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 2nd day of September 1891. I also served by delivering a certified copy of this writ to Mary E. Lehman mother of said John J. Lehman (minor) he having no father and no legal guardian, and said Mary E. Lehman being the person with whom said minor resides on the 2nd day of September, 1891.

Thomas Martin, Sheriff.

Entry

Afterward, on the 10th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6242

Amy E. Mitchell

vs.

Mary E. Lehman et al

Journal 16, Page 40.

It appearing to the Court that the defendants Charles E. Lehman, Bertha Lehman and John J. Lehman are minors; Charles E. Lehman and Bertha Lehman are of the age of fourteen years and have neglected for twenty days from the return of the summons served on them to apply for a guardian ad litem; and that John J. Lehman is a minor aged eleven years, and that all of said minors have been legally served with summons herein, on motion of the plaintiff J. H. Kinkade is hereby appointed guardian for the suit for said minor defendants. And now comes the said J. H. Kinkade in open Court accepts said appointment.

Answer of Guardian ad litem

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Answer of Mary E. Lehman

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Answer of Guardian
6242 Amy E. Mitchell,
vs. Court of Common Pleas,
Union County, Ohio.

Afterward, on the 10th day of November, 1891, the following answer was filed with the Clerk of said Court, to wit:
Charles E. Lehman, Bertha Lehman, and John J. Lehman minor defendants by J. H. Kinkade, 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 such relief as is proper.

Answer of Mary E. Lehman
6242 Amy E. Mitchell
vs. Court of Common Pleas,
Union County, Ohio.

Afterward, on the 16th day of November, 1891, the following answer was filed with the Clerk of said Court, to wit:
Mary E. Lehman, now comes and for her answer herein says: she is the widow of Christian Lehman, deceased and entitled to dower in the real estate described in the plaintiffs petition. That she waives her dower by miles and bounds in said real estate and asks to have her dower therein set off to her in money. That on the 16th day of October 1891 she was forty-four years of age.

I. W. Ayers,
Attorney for Defendant.
State of Ohio,
Union County ss:

Mary E. Lehman, being duly sworn says the facts stated and allegations in her foregoing answer are as she believes true.
(Signed) Mary E. Lehman.
Sworn to before me and signed in my presence this 16th day of November, 1891.
(Seal) R. W. Crox, Clerk of Court.

Entry
6242 Amy E. Mitchell
vs. Mary E. Lehman
Journal 16, Page 41.

Afterward, on the 10th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court.

And now this cause coming on to be heard on the petition the answers of Charles Lehman, Bertha Lehman, and John J. Lehman by J. H. Kinkade their guardian ad litem, and the evidence, the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition, and that with the exception of those above named there is default for answer thereto. Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition; and that the said Mary E. Lehman, widow is entitled to dower therein and that subject thereto the plaintiff Amy E. Mitchell has a legal right to the one-fourth of said estate. The defendant Charles E. Lehman has a legal right to the one-fourth of said estate. The defend-

ant Bertha Lehman has a legal right to the one-fourth of said estate.

The defendant John J. Lehman has a legal right to the one-fourth of said estate: and that the plaintiff is entitled to have partition made of said premises as prayed for in her petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made and that dower therein be assigned to the said Mary E. Lehman; and that Marion Hopkins, J. R. Taylor & Dwight Webb, three judicious and disinterested free-holders of the vicinity are appointed Commissioners to make and set off the same.

And it is ordered that if said estate is entire and cannot be divided by metes and bounds the dower of the said Mary E. Lehman be assigned as of a third part of the rents, issues, and profits thereof and that said estate be appraised both subject to and free from the dower interest of the said Mary E. Lehman.

And it is ordered that a writ issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be divided and set off to the above named premises, the part and proportion of said estate to which they are hereinbefore severally found entitled and also cause to be set off and assigned in manner as above ordered the dower of the said Mary E. Lehman ^{2/3} of his proceedings herein the Sheriff is ordered to make due return.

Writ of Partition

Afterward, on the 11th day of November, 1891, a Writ of Partition was issued by the Clerk of said Court, to wit:

State of Ohio.

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

We command you, That without delay, by the oaths of Marion Hopkins, J. R. Taylor and Dwight Webb you cause to be set off and assigned to Mary E. Lehman, widow of Christian Lehman late of said County, deceased, one full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men you cause partition to be made of the following real estate, situate in the County of Union, State of Ohio, and Township of Darby.

Beginning at three bur-oaks in the south line of Survey N^o 7245, being the north-westerly corner of the tract of land hereby conveyed: thence south 32° W. 137 poles to a stake: thence S. 63° E. 136 poles to a stake in the line of land owned formerly by one Fenner now owned by Samuel Colycross: thence with said Colycross line N 19° E. 133 ^{3/4} poles to a stake and stone in the south line of said Survey N^o 7245: thence with said Survey line N. 77° W. 20 poles to a bur-oak and two hickories: thence with said survey line again N. 60° W. 89 poles to the place of beginning containing one hundred (100) acres be the same more or less, and being part of entry and survey N^o 7586 ^{3/4} 8698.

And the said Converse lets the said Lehman have the privilege of a certain gate-way through certain lands to and from the above described lands upon the terms and conditions expressed in a certain written agreement made between said parties on the 20th day of July 1883.

Also one other tract or parcel of land situate in the village of

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Unionville Centre and in the said County of Union and State of Ohio and being part of In Lot N^o 3 of said village. Beginning in the north margin of Main Street and at the south-west corner of said In Lot N^o 3: thence with the east line of said lot N. 15° E. 24 feet more or less so that a line from that part S 15° N. will include the east wall of the brick building situated on the part of lot N^o 3 hereby conveyed: the course and distance from said point being south 15° N. 65 feet to the north margin of said Main Street: thence N. 75° W. 24 feet more or less to the place of beginning.

Also one other tract or parcel of land situate in the village of Unionville Centre of said County of Union and State of Ohio and being part of In Lot N^o 5 in said village, being the south-east corner of said lot fronting 22 feet on Main Street ^{1/4} running back 31 feet.

Also the following tract or parcel of land situate in said Union County ^{1/4} State of Ohio and bounded and described as follows: In the Dockum Addition to the town of Unionville Centre and being In Lot N^o 67 in what is known as the Hattie V. Dockum Addition to the town of Unionville Centre, ^{1/4} in said Union County and State of Ohio.

Also one other tract or parcel of land situate in the village of Unionville Centre and in said County of Union and State of Ohio, bounded and described as follows: Beginning at the east line of In Lot N^o 19 in said village and at the south-east corner of said lot N^o 19: thence N. 54 feet to a stake: thence N. parallel with the east line of said lot N^o 19 to the south line of a 12 foot alley: thence E. 54 feet to said east line of lot N^o 19: thence following said east line south to the place of beginning.

Also a piece of land beginning 12 feet north of the north-east corner of lot N^o 19: thence with the east line of said lot N^o 19 north to the south side of the Mill-Race: thence with the south side of said Mill-Race N. 54 feet to a stake: thence parallel with the east line to the north line of said 12 foot alley: thence east following the north line of said alley 54 feet to the place of beginning, being part of James Halloway's Survey N^o 5124.

Also one other tract or parcel of land situate in said County of Union and State of Ohio, and in the village of Unionville Centre bounded and described as follows: Part of Survey N^o 5124. Beginning at a stake in the center of Railroad Street in the town of Unionville Centre, Ohio at the south line of First Street: thence with the center of Railroad Street southerly 6 poles to the N. E. corner of Michael Yearley land: thence at right angles westerly parallel with the south line of First Street 12 poles to a stone at the south-west corner of said Yearley land: thence northerly and parallel with the Railroad Street 6 poles to a stone at the south-west corner of First Street, this being the terminus of said First Street: thence with the south line of First Street 12 poles to the place of beginning containing 72 poles of land more or less and known as the School House lot.

Subject to said Dower estate among the persons named herein and in the following proportions, to wit: To Amy E. Mitchell one fourth part

To Charles E. Lehman, one-fourth part
 To Bertha Lehman, one-fourth (1/4) part
 To John J. Lehman, one-fourth (1/4) part, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain civil action for partition and dower wherein the said Amy E. Mitchell, plaintiff, and Mary E. Lehman Charles E. Lehman, Bertha Lehman and John J. Lehman are defendants: If said estate cannot be divided by metes and bounds the dower of the said Mary E. Lehman be assigned as of a third part of rents, issues, and profits thereof, and that said estate be appraised both subject to, and free from dower interest of said Mary E. Lehman; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the seal of the Court of Common Pleas, at the Court House in Marysville, this 11th day of November 1891.
 (Seal) R. M. Crouf, Clerk.

Sheriff's Return

And on the 14th day of November, 1891, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Service	\$ 30
Mileage	4 00
Ex. Writ	1 20
Swear. Com.	25
Report of	1 00
Conway. Apis.	5 00
Return	50
Total	20 25
Comm. Fee	6 00
	16 25

Sheriff's Return
 As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oaths of J. R. Taylor Marion Hopkins and A. J. Whitney; and the said Commissioners being of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised: all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.
 Given under my hand this 14th day of November 1891.
 Thomas Martin, Sheriff.

Comm. Report.

Amy E. Mitchell
 vs
 Mary E. Lehman
 Union County ss
 Court of Common Pleas
 In Partition ^{1/4} Dower.

According to the command of the Writ of Partition ^{1/4} Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same, subject to said Dower Estate at, (first described tract of land, farm of one hundred acres) \$30⁰⁰ per acre, clear of dower \$37⁰⁰ per acre: Second described tract subject to dower at \$750⁰⁰, clear of dower at \$1000⁰⁰: Third described tract subject to dower at \$400⁰⁰, clear of dower at \$600⁰⁰.

Fourth described tract subject to dower at \$350⁰⁰, clear of dower \$500⁰⁰.
 Fifth ^{1/4} Sixth described tracts subject to dower at \$1400⁰⁰, clear of dower \$1800⁰⁰.
 Seventh described tract subject to dower at \$400⁰⁰, clear of dower \$600⁰⁰.
 Given under our hands and seals this 13th day of November 1891.

Commissioners { M. Hopkins
 J. R. Taylor
 A. J. Whitney

Order of Sale in Partition

To the Court of Common Pleas
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To the Clerk:

Issue Order of Sale in Partition, free from dower, one third cash: $\frac{1}{3}$ in one year, $\frac{2}{3}$ in two years, deferred payments secured by mortgage on premises, returnable according to law. Filed November 16, 1891.

D. W. Ayers, Attorney for Plaintiff

Order of Sale in Partition

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 November Term A. D. 1891 in a certain petition for partition, now pending in said Court, wherein Amy E. Mitchell was plaintiff, and Mary E. Behman, et al. were defendants, we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit: situate in the County of Union, State of Ohio, $\frac{3}{4}$ Township of Darby

Beginning at three bir oaks in the south line of Survey N^o. 7245 being the north-westerly corner of the tract of land hereby conveyed: thence south 32° N. 137 poles to a stake: thence S. 63° E. 136 poles to a stake in the line of land owned formerly by one Fenner now owned by Samuel Holycross: thence with said Holycross's line north 19° E. 133 $\frac{3}{4}$ poles to a stake and stone the south line of said Survey N^o. 7245: thence with said survey line north 77° N. 20 poles to a bir oak and two hickories: thence with said survey line again N. 60° N. 89 poles to the place of beginning containing one hundred acres be the same more or less, and being part of entry and survey N^o. 8586 $\frac{3}{4}$ 8698.

And the said Converse lets the said Behman have the privilege of a certain gate way through certain lands to and from the above described lands upon the terms and conditions expressed in a certain written agreement made between said parties on the 20th day of July 1883.

Appraised, at \$35⁰⁰ per acre with Dower: $\frac{3}{4}$ \$37⁰⁰ per acre clear of Dower 2nd Tract: Also one other tract or parcel of land situate in the village of Unionville Centre and the said County of Union and State of Ohio and being part of In Lot N^o. 3 of said village.

Beginning in the north margin of Main Street and at the south-west corner of said In Lot N^o. 3: thence with the east line of said lot N. 15° E. 24 feet more or less, so that a line from that point S. 15° N. will include the east wall of the brick building situate on the part of lot N^o. 3 hereby conveyed: the course and distance from said points being south 15° N. 60 feet to the north margin of said Main Street: thence north 75° N. 24 feet more or less to the place of beginning.

Appraised, subject to Dower -- \$700⁰⁰: clear of Dower \$1000⁰⁰ 3rd Tract: Also one other tract or parcel of land situate in the village of Unionville Centre of said County of Union and State of Ohio $\frac{3}{4}$ being part of In Lot N^o. 5 in said village, being the south-east corner of said lot fronting 22 feet on Main Street and running back 31 feet.

Appraised, subject to Dower \$400⁰⁰: clear of Dower \$600⁰⁰ 4th Tract: Also the following tract or parcel of land situate in said

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Union County and State of Ohio and bounded and described as follows: In the Dockum Addition to the town of Unionville Centre being In Lot N^o 67 in what is known as the Mattie V. Dockum Addition to the town of Unionville Centre and in said Union County and State Ohio.

Appraised subject to Dower \$ 350, clear of Dower \$ 500.
5th Tract: Also one other tract or parcel of land situate in the village of Unionville Centre and said County of Union and State of Ohio, bounded and described as follows:

Beginning at the east line of In Lot N^o 19 in said village and at the south-east corner of said In Lot N^o 19: thence N. 54 feet to a stake thence N. parallel with the east line of said lot N^o 19 to the south line of a 12 foot alley: thence E. 54 feet to said east line of lot N^o 19: thence following said east line south to the place of beginning

Sixth Tract: Also a piece of land beginning 12 feet north of the north-east corner of said lot N^o 19: thence with the east line of said lot N^o 19 north to the south side of the Mill-Race: thence with the south side of said Mill-Race N. 54 feet to a stake: thence parallel with the east line to the north line of said 12 foot alley: thence east following the north line of said alley 54 feet to the place of beginning being part of James Galloway's Survey N^o 5124.

The 5th & 6th tracts appraised at \$ 1400. with Dower \$ 1500 clear of Dower.

7th Tract: Also one other tract or parcel of land situate in said County of Union and State of Ohio, and in the village of Unionville Centre bounded and described as follows: Part of Survey N^o 5124.

Beginning at a stake in the center of Railroad Street in the town of Unionville Centre, Ohio, at the south line of First Street: thence with the center of Railroad Street southerly six poles to the N. E. corner of Michael Gearley's land: thence at right angles westerly parallel with the south line of First Street 12 poles to a stone at the south-west corner of said Gearley's land: thence northerly and parallel with the Railroad Street 6 poles to a stone at the south-west corner of First Street, this being the terminus of First Street: thence with the south line of First Street 12 poles to the place of beginning containing 72 poles of land more or less and known as the School House lot.

Appraised subject to Dower \$ 400: clear of Dower \$ 600. That your proceedings in the premises you make known to our said Court of Common Pleas at their next term: and have you then and there this writ. Witness my hand and the seal of the said Court at Marysville this 16th day of November, 1891.

(Seal) R. M^o Brody, Clerk.

And on the 19th day of December, 1891 the Sheriff of said County returned said writ to the Clerk Office in said County which return is as follow: Sheriff's Return.

As commanded by this writ, I have caused the lands and tenements, herein described to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed

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Total	42 26
Printers Fees	47 43

and in general circulation in Union County, Ohio: and on the 19th day of December, 1891, at one o'clock P. M. on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this writ: and there and there came Amy Mitchell who bid for first described tract \$41⁰⁰ per acre: and said Mitchell bid for the second described tract \$500⁰⁰. And Mary E. Lehman who bid for the 4th tract \$360⁰⁰: and said Mary E. Lehman who bid for 5th 6th tracts \$1283⁰⁰, and said Lehman bid for the 7th tract \$500⁰⁰; said sums being more than two-thirds the appraised value: and they being the highest and best bidders I declared the purchasers. 3rd described tract not sold for want of bidders.

Thomas Martin, Sheriff
Union County Ohio

Proof of Publication Afterward, on the 11th day of January, 1892, the following Proof of Publication was filed with the Clerk of said Court, to wit:

Sheriff's Sale

The State of Ohio,
Union County, ss: Order of Sale in Partition.
Amy E. Mitchell
vs
Court of Common Pleas.
Mary E. Lehman et al Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio. I will offer for sale at the north door of the Court House, in Marysville, Ohio on Saturday December, 19th, 1891, at or about the hour of one o'clock P. M. on said day the following described real estate, to wit, clear of dower: Situate in the Township of Darby, County of Union, State of Ohio, and bounded ^{3/4} described, as follows:

First Tract: Beginning at three bur-oaks in the south line of Survey N^o 7245- being the northwesterly corner of the tract of land hereby conveyed: thence S. 32^o - N. 139 poles to a stake: thence S. 63^o - E. 136 poles to a stake in the line of land owned formerly by one Fenner, now owned by Samuel Holycross: thence with said Holycross' line N. 19^o - E. 133 ^{3/4} poles to a stake and stone in the south line of said Survey N^o 7245: thence with said survey line N. 77^o - W. 20 poles to a bur-oak and two hickories: thence with said survey line again N. 60^o - W. 89 poles to the place of beginning, containing one hundred acres, be the same more or less, and being part of entry and Survey N^o 8586 ^{3/4} 8698. And the said Converse lets the said Lehman have the privilege of a certain gate-way through certain lands to and from the above described lands upon the terms ^{3/4} conditions expressed in a certain written agreement made between said parties on the 20th day of July 1883.

Appraised, at \$37⁰⁰ per acre clear of dower.

Second Tract: Also another tract or parcel of land situate in the village of Unionville Centre, and the said County of Union and State of Ohio and being part of Tr-Lot N^o 3 of said village.

Beginning in the north margin of Main Street and at the south-

west corner of said In Lot N^o 3: thence with the east line of said lot N. 15° E. 24 feet more or less so that a line from that part S. 15° W. will include the east wall of the brick building situate on the part of lot N^o 3 hereby conveyed: the course and distance from said points being S. 15° W. 60 feet to the north margin of said Main Street: thence N. 75° W. 24 feet more or less to the place of beginning. Appraised at \$1000⁰⁰ clear of dower.

Third Tract: Also one other tract or parcel of land situate in the village of Unionville Centre, of said County of Union, and State of Ohio, and being part of In Lot N^o 5 in said village, being the south-east corner of said lot fronting 22 feet on Main Street and running back 31 feet. Appraised at \$600⁰⁰ clear of dower.

Fourth Tract: Also the following tract or parcel of land situate in said Union County and State of Ohio and bounded and described as follows: In the Lockum Addition to the town of Unionville Centre, and being In Lot N^o 67 in what is known as the Hattie V. Lockum Addition to the town of Unionville Centre and in said Union County and State of Ohio. Appraised at \$500⁰⁰ clear of dower.

Fifth Tract: Also one other tract or parcel of land situate in the village of Unionville Centre and said County of Union and State of Ohio, bounded and described as follows: Beginning at the east line of In Lot N^o 19 in said village, and at the south-east corner of said In Lot N^o 19: thence west 54 feet to a stake: thence north parallel with the east line of said lot N^o 19 to the south line of a 12 foot alley: thence S. 54 feet to said east line of lot N^o 19: thence following said east line south to the place of beginning. The 5th & 6th tracts appraised at \$1800⁰⁰ clear of dower.

Sixth Tract: Also a piece of land beginning 12 feet north of the north-east corner of said lot N^o 19: thence with the east line of said lot N^o 19 north to the south side of the Mill-Race: thence with the south side of the Mill-Race west 54 feet to a stake: thence parallel with the east line to the north line of said 12 foot alley: thence east following the north line of said alley 51 feet to the place of beginning being part of James Galloways Survey N^o 5124.

Seventh Tract: Also another tract or parcel of land situate in said County of Union and State of Ohio, and in the village of Unionville Centre bounded and described as follows: Part of Survey N^o 5124.

Beginning at a stake in the center of Railroad Street in the town of Unionville Centre, Ohio, at the south line of First Street: thence with the center of Railroad Street southerly six poles to the north east corner of Michail Yearley's land: thence at right angles westerly parallel with the south line of First Street 12 poles to a stone at the south-west corner of said Yearley land: thence northerly and parallel with the Railroad Street 6 poles to a stone at the south-west corner of First Street this being the terminus of First Street: thence with the south line of First Street 12 poles to the place of beginning containing 72 poles of land more or less and known as the School House lot. Appraised at \$600⁰⁰ clear of dower.

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. Thomas Martin, Sheriff.

Printers Feb 27 1855

The State Union Co. The notice was a news public at

Seal

Entry 6242

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The State of Ohio,
Union County ss

The undersigned, being duly sworn says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with November 18th 1891.

W. O. Shearer.

Sworn to and subscribed before me this 11th day of January 1892.

Seal

R. M. Brown, Clerk

By W. M. Kinget, Deputy.

Entry

Afterward, on the 5th day of February, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6242

Amy E. Mitchell

vs.

Journal 16, Page 133

Mary E. Lehman et al

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed and the said Sheriff is ordered by deeds duly executed to convey said premises to the purchasers Amy Mitchell ^{2/4} Mary E. Lehman free from the dower of the said Mary E. Lehman.

And the said Mary E. Lehman having by her answer elected to receive in lieu of her dower its value in money the Court find the just and reasonable value thereof to be --- dollars.

It is further ordered that out of the proceeds of said sale the Sheriff pay, First: To the Treasurer of Union County, Ohio, the taxes and penalty due on said premises.

Secondly: To the Clerk of the Court the costs of this action including a counsel fee to D. W. Ayers of \$127⁵⁰.

Thirdly: To the said Mary E. Lehman the said sum of \$1617²⁵ as and for her full dower in the said premises.

Fourthly: And of the residue of the proceeds of said sale to the plaintiff Amy E. Mitchell, one-fourth (1/4) of the cash proceeds, to wit: the sum of \$--- ^{2/4} also one-fourth (1/4) in notes to be executed by the terms of said sale by said purchasers.

To the said Charles E. Lehman one-fourth of the cash proceeds of said sale, to wit, the sum of \$--- ^{2/4} one-fourth of the notes to be executed by the terms of said sale by said purchasers.

One-fourth to Bertha Lehman of the cash proceeds of said sale, to wit, the sum of \$--- ^{2/4} one-fourth (1/4) of the notes to be executed by the terms of said sale by said purchasers.

One-fourth of the cash proceeds of said sale to John J. Lehman to wit, the sum of \$--- ^{2/4} one-fourth of the notes to be executed by the terms of said sale by said purchasers.

Leave was granted to the plaintiff to file an amended petition herein and this cause is continued.

And the Court orders the one-third of said dower so found

as aforesaid of Mary C. Lehman to be paid in money and the remainder in two equal annual payments in notes executed by the purchasers secured on said premises by mortgage.

Attest *R. M. Erory* clerk. In Continuation of This record see page 576.

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 9th day of November in the year of our Lord one thousand eight hundred & ninety-one.

Be it remembered that heretofore to-wit, on the 4th day of June James M. Simpson filed in the Clerk's Office of the said Court of Common Pleas the following petition against Mary J. Simpson, to-wit: James M. Simpson, Plaintiff

Petition 6207

vs. Court of Common Pleas, Union County, Ohio. Mary Jane Simpson, Defendant. 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, State of Ohio. On or about the 19th day of April, A. D. 1852 at Charisburg Union County, Ohio, he was married to the defendant.

The following children were born of such marriage; Cora Simpson Hill aged -- Oliver Simpson, deceased, Ada May Simpson Carey aged -- Barbour Simpson, deceased, Julia Simpson Ledy aged -- Lilly Simpson deceased, Elizabeth Simpson, deceased.

The defendant for more than the two years last past, to-wit, since the month of November, A. D. 1858 has lived separate and apart from this plaintiff, and in said month of November, 1858, the defendant left plaintiff's home, taking with her carpets, bedding, bed-clothes, dishes and many other things declaring that she was leaving never to return to this plaintiff's home again. That the defendant for many years prior to said month of November 1858 left this plaintiff often and spent at least one-third of her time away from this plaintiff's home, thereby grossly neglecting her duties as a wife, and for this abandonment, and gross neglect of duty the plaintiff prays that he may be divorced from this defendant, and for all proper relief in the premises.

The State of Ohio, Union County, ss: *F. J. Arthur* Attorney for Plaintiff.

James M. Simpson, the plaintiff in this case being duly sworn says the facts stated and allegations made in his foregoing petition are true as he believes. Sworn to by said James M. Simpson and subscribed by him in my presence this 4th day of June, 1891. (Seal) *R. M. Erory*, Clerk.

Receipt To the ... according

Summons issued The State Union Co

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Entry 6207 James M.

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To the Clerk:

Issue Summons to Sheriff of Allen County, Ohio, returnable according to law, with copy of Petition. Indorsed: Petition for Divorce. F. J. Arthur, Atty. for Plff.

Summons

Afterward, on the 9th day of June, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio,
Union County, ss

To the Sheriff of Allen County:

You are hereby commanded to notify Mary Jane Simpson that James M. Simpson 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 & 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 22nd day of June, A. D. 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 9th day of June 1891. Indorsed: Action for Divorce. (Seal) R. M. Crony, Clerk.

Sheriff's Return

And on the 11th 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:

Service	60
Copy	24
Mileage	32
Return	23
Post. to	15
Total	\$ 146

Received 10th o'clock A. M. on the 10th day of June A. D. 1891, and on the 10th day of June A. D. 1891, I served the same by handing to Mary Jane Simpson, a true copy thereof together with a true and certified copy of the petition in divorce.

L. O'Neill, Sheriff
By J. H. Hernton Jr. Deputy.

Entry

Afterward, on the 17th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6209 James M. Simpson

vs.

Journal 16, Page 55

Mary Jane Simpson

This cause came on this day to be heard on the petition and the evidence (defendant being in default) and on consideration thereof, the Court 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 that time a bona fide resident of this County of Union & that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said James M. Simpson and Mary Jane Simpson be, and the same hereby is dissolved and both parties are released from the obligations of the same, & that the plaintiff pay the costs of this proceeding: and execution is awarded for the same.

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 November, to-wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 18th day of June 1891, J. C. Finley filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Samuel Watson, to-wit:

Petition.

J. C. Finley, Plaintiff

Court Common Pleas,
Union County, Ohio.

Samuel Watson, Defendant

6216

The plaintiff says there is due to him from the defendant Samuel Watson upon the promissory note - a copy of which with all the indorsements thereon, is hereinafter set forth, - the sum of three hundred and seventy six (\$376⁰⁰) with interest thereon at 6 per cent. per annum from January 15th, 1890. Said promissory note with all the indorsements and credits thereon, is in the following words and figures, to-wit:

\$376⁰⁰. Milford Centre, Ohio. January 7th, 1889.

One year after date I promise to pay to the order of J. C. Finley three hundred and seventy-six dollars at 6 per cent. interest from date
"Value received." "Samuel Watson"

"N^o. --- Due.

There is a credit on said note as follows: "Received on the within note January 15th, 1890 Sixteen ⁷⁴/₁₀₀ and interest in full to date".

Wherefore the plaintiff, J. C. Finley, asks judgment against the defendant, Samuel Watson in the sum of three hundred and seventy-six dollars with interest thereon at six per cent. per annum from January 15th, 1890 for costs &c:

B. B. Bales, Attorneys for Plaintiff.

State of Ohio.

Union County ss

B. B. Bales being first duly sworn according to law says he is a member of the firm of Cole and Bales and one of the attorneys for the 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 said petition are true.

B. B. Bales.

Sworn to and subscribed before me this 18th day of June 1891.

Precept To the Clerk:

(Seal) R. M. Brown, Clerk of Court.

Issue Summons in this case to the Sheriff of Union County, Ohio for Samuel Watson. Indorse: Action for Money Only. Amount claimed \$376⁰⁰ with interest at 6% per annum from January 15th, 1890, for which the plaintiff will take judgment if defendant fails to answer.

B. B. Bales.

June 18th, 1891.

Attorney for Plaintiff.

Summons

6216

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Summons

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Afterward, on the 18th day of June, 1891, the following summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio.

Union County To the Sheriff of Union County:

You are hereby commanded to notify Samuel Watson that he has been sued by J. E. Finley in the Court of Common Pleas of Union County, and must answer by the 18th 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 29th day of June A. D. 1891.

Witness my hand and the seal of said Court, this 18th day of June A. D. 1891. (Seal) R. M. Croy, Clerk.

Indorsed: Action for money only. Amount claimed \$376.⁰⁰ at 6% interest per annum from January 18th, 1890. Cole & Baker, Attys.

Sheriffs Return

And on the 25th 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.

Seriff's Return	30
Mileage	80
Copy	20
Total	\$150

Union County Sheriffs Return.

Received this writ June 18, A. D. 1891, at 1 o'clock P. M. and served same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of the within named Samuel Watson defendant on the 25th day of June, 1891. Thomas Martin, Sheriff.

Entry

6216

Afterward, on the 3rd day of December, the following entry was made on the Journal by the Clerk of said Court, to wit:

J. E. Finley

vs.

Samuel Watson

Journal 16, Page 83.

Now comes the plaintiff, J. E. Finley, by his attorneys, and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and find that the defendant Samuel Watson is indebted to the plaintiff J. E. Finley in the sum of four hundred and sixteen ⁷⁴/₁₀₀ dollars. It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of \$416 ⁷⁴/₁₀₀ and his costs herein expended taxed to \$---

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 November, to wit, on the 7th day of November, in the year of our Lord one thousand eight hundred and ninety-one. Be it remembered that heretofore, to wit

on the 30th day of September, 1891, H. Dague Exec. filed in the Clerk's office of the said Court of Common Pleas the following Petition against A. O. P. Andrews et al. to wit:

Petition

H. Dague, Executor of the Will of William J. Wilson, Decd. Plaintiff.

Court of Common Pleas, Union County, Ohio.

6255

vs.
A. O. P. Andrews & S. Cranston Defendants.

The said plaintiff says he is the Executor of the Will of William J. Wilson, deceased, duly probated in the County of Union, Ohio and duly appointed by said Court and that there is due to him as such Executor from said defendants on their promissory note to him (of which a copy with all the endorsements thereon is hereto attached) the sum of One hundred dollars with eight per cent. interest thereon from June 19th, 1888, and therefore said plaintiff as said Executor prays judgment against said defendants for said sum of One hundred dollars with eight per cent. interest from June 19th, 1888.

Robinson & Woodburn

The State of Ohio,
Union County ss:

Attorneys for Plaintiff

J. W. Robinson being duly sworn says he is one of the Attorneys of the plaintiff in the above case, and the above action is for money only on a written promissory note which is in the possession of affiant, and this affiant believes the allegations of the foregoing petition are true.
J. W. Robinson.

Sworn to before me and signed in my presence this 30th of September, 1891. (Seal) R. M. Leroy, Clerk of Court.

Copy of

\$100⁰⁰ Raymonds, Ohio. June 19th, 1888.

Note One year after date we promise to pay to the order of H. Dague Executor of William J. Wilson, deceased One hundred dollars at 8% interest from date.

A. O. P. Andrews
S. Cranston.

Receipt

To the Clerk of Courts:

Issue Summons in this case and indorse: Petition for \$100⁰⁰ with interest at 8 per cent. from June 19th, 1888, on promissory note.
Robinson & Woodburn,

Attorneys for Plaintiff.

Summons

Afterward, on the 30th day of September, 1891, the following Summons was issued by the clerk of said Court, to wit:

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify A. O. P. Andrews and S. Cranston that they have been sued by H. Dague, Executor of the Will of William J. Wilson, deceased, in the Court of Common Pleas of Union County and must answer by the 31st day of October, 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

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The 12th day of October, A.D. 1891.

Witness my hand and the seal of said Court, this 30th day of September, A.D. 1891. (Seal) R. M. Crovy, Clerk.

Indorsed: Action for money only: Amount \$100⁰⁰ with interest at 8% from June 19th, 1889.

Sheriff's Return

And on the 10th day of October, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows: State of Ohio.

Ser. ^y Return	45
mileage	2 40
Copy	40
Total	\$3 25

Union County | Sheriff's Return. Received this writ September 30th, 1891, at 2 o'clock P.M. and served same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants, on the 9th day of October, 1891.

Thomas Martin, Sheriff.

Entry

6255

Afterward, on the 2nd day of December, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit: H. Dague, Exec.

vs. A. O. P. Andrews et al

Journal 16, Page 78.

This day came the plaintiff, but defendants made default and thereupon the right of trial by jury was waived and the cause submitted to the Court.

Whereupon the Court find there is due plaintiff from defendants on the note in the petition described the sum of one hundred and nineteen ⁶²/₁₀₀ dollars on 8 per cent. interest.

It is therefore considered and adjudged by the Court that plaintiff recover of defendants said sum of one hundred ⁶²/₁₀₀ and nineteen ⁶²/₁₀₀ dollars and his costs taxed to \$--.

Attest
R. M. Crovy 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. Crice Judge of said Court of the term of November, to wit, on the 9th day of November in the year of our Lord one thousand eight hundred ⁹¹/₁₀₀ ninety-one.

Be it remembered that heretofore, to wit, on the 23rd day of November 1891, the following Petition and Answer was filed with the Clerk of said Court, to wit:

The State of Ohio,
Union County ss:

Richwood Deposit Bank, Plaintiff

vs.

Nate L. Moffett ²⁴/₁₀₀ David Logan
Defendant

In the Court of Common Pleas

Civil Action for Money Only.

Petition

6289

The plaintiff is a partnership firm founded for the purpose of and doing business in the State of Ohio under the firm name of Richwood Deposit Bank, the above named plaintiff says that there is due to it from Nate L. Moffitt and David Logan, defendants, on a promissory note made by the defendants dated the 13th day of October, 1886, which note, with the warrant of Attorney thereto annexed, is hereto attached the sum of one hundred and eighty-five dollars, with interest thereon at 8% from the 13th day of April, 1887. The plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid. That by the terms of said note interest is to be paid at 8 per cent. on all unpaid principal and interest after due until paid, interest to be computed every year.

Whereupon the plaintiff asks judgment against said defendants for the sum of one hundred and eighty-five dollars with interest at 8 per cent from the 13th day of April, 1887, interest to be computed at 8 per cent on all unpaid principal and interest after due until paid, interest to be computed annually.

The State of Ohio,
Union County ss:

J. L. Cameron.

Attorney for Plaintiff.

I, Jesse L. Cameron, Attorney Agent of the above named plaintiff being duly sworn, say that he believes the statement in the foregoing petition to be true. He further says that the said plaintiff is a partnership firm and that he is its Agent and Attorney duly authorized.

Subscribed by Jesse L. Cameron in my presence, and sworn to by him before me this 23rd day of November, 1891.

R. M. Leroy, Clerk

(Seal) By N. M. Winger, Deputy.

Copy of Note

\$185⁰⁰. Six months after date, for value received, we jointly and severally promise to pay the Richwood Deposit Bank, at their office One hundred and eighty-five dollars with interest at the rate of 5 per cent. per annum, on all unpaid principal and interest, after due until paid: interest to be computed every year with 5 per cent. attorney fee, if collected.

And we or either of us, do hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process, and appear for us, or either of us, in any of said Courts, at any time after the above note becomes due, and confess judgment thereon, against us, or either of us, in favor of the payee or indorser hereof, for the sum due on said note, with all interest and costs of suit: said judgment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error: and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 13th day of October 1886.

Nate L. Moffitt,
David Logan

Note L. Moffitt \$185⁰⁰
 April 13th 1887

Answer

Richwood

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Entry

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Answer Richwood Deposit Bank, Plaintiff
vs.

6289 Note L. Moffitt vs David Logan
Defendants

In Court of Common Pleas
Union County.

Note L. Moffitt vs David Logan the above named defendants by the undersigned, their attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiff's petition and against the above named defendant, for the sum of two hundred and sixty-four dollars, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendant's right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.
November 23^d, 1891.

Jas. M^c Campbell,

Attorney for Defendant.

Entry Richwood Deposit Bank
vs.

6289 Note L. Moffitt vs
David Logan

Journal 16, Page 67.

This day came the plaintiff by J. L. Cameron, Attorney, and thereupon came Jas. M^c Campbell, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said 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 \$264.⁰⁰

It is therefore considered that said plaintiff do recover of said defendant the said sum of \$264.⁰⁰ so as aforesaid confessed to be due together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 8 per 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 Levy 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 November, term, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that heretofore, to-wit, on the 6th day of June 1891, Izora J. Rogers filed in the Clerk's Office of the said Court of Common

Pleas the following Petition against Elon G. Rogers, to wit:

Petition Izora J. Rogers, Plaintiff

Court of Common Pleas Union County, Ohio.

6211 Elon G. Rogers, Defendant.

The plaintiff says that on the 21st day of August 1873 she was married to the defendant with whom she lived up to April 1879, and during that time had seven children, to wit: two died in infancy, Leola B. Rogers was born July 10th, 1876; Arul W. Rogers was born November 30th, 1878, Chauncy L. Rogers was born January 27th, 1882, Mazy M. Rogers, was born May 12th, 1876, Emah G. Rogers was born 5th day of November 1888, and are all living with the plaintiff.

The said parties have lived in the State of Ohio for the last fifteen years and the plaintiffs bona-fide residence is Union County, Ohio. The plaintiff says the defendant abandoned her on the 1st day of April, 1879 without cause or left her without any means to support her or the family, left the plaintiff with an infant child about five months, and four other minor children for her to support without any means of support whatever, and has been guilty of gross neglect of duty. And the affiant says that if it had not been for the assistance of her friends and relations she would have become a charge and her children upon the County.

The plaintiff further says the defendant has not furnished any assistance of any kind in the way of money, clothing or food since he left. The plaintiff further says she has always conducted herself towards the defendant as a faithful and true wife in every respect.

Therefore she prays that she may be divorced from the said defendant, and custody of the children.

The State of Ohio. Union County ss:

Robinson & Woodburn, Attorneys for Plaintiff.

Izora J. Rogers being duly sworn says that the facts and allegations in this her foregoing petition are true as she verily believes. I. J. Rogers.

Sworn to before me and subscribed in my presence this 6th day of June 1891. (Seal) R. M. Leroy, Clerk of Court.

6211 To the Clerk:

Issue Summons for the defendant Elon G. Rogers. Divorce & custody of children as prayed for in said petition.

Robinson & Woodburn, Attys.

Summons

Afterward, on the 6th day of June 1891, a Summons was issued by the Clerk of said Court, to wit:

6211 The State of Ohio.

Union County ss: To the Sheriff of Union County:

You are commanded to notify Elon G. Rogers that Izora J. Rogers has filed in the office of the Clerk of the Court of Common Pleas of Union County and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him), charging him with gross neglect of duty and asking that she be divorced from him, and that she has the custody of children and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service

of this the 15th of N Pleas, an 1891. Indor

Sheriff's Return

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Entry

6211

of this was ma Izora J. Elon G. with su to appe and dem are conf plaintiff of this that the by reaso I marriag and the parties a It

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of this writ. You will make due return of this summons on the 15th day of June, 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 6th day of June 1891.

(Seal) R. M^o Leroy, Clerk.

Indorsed: Action for Divorce, ^{and} custody of children.

Sheriff's Return

And on the 15th 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: Received 10 o'clock P. M. on the 6th day of June, 1891, and

Service	60	on the 10 th day of June, 1891, I served the same by delivering
Copies	60	a true copy thereof with the indorsements thereon together
Mileage ^{\$}	60	with a certified copy of the petition to the within Elou
Total	280	G. Rogers, defendant.

Thomas Martin, Sheriff.

Entry

Afterward, on the 16th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

6211

Igora J. Rogers

vs.

Elou G. Rogers

Journal 16, Page 47.

Now came the plaintiff, and the defendant having been served with summons and a copy of the petition herein and having failed to appear, the Court find the said defendant is in default for answer and demurrer to said petition and find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff was at the time of filing her petition a bona-fide resident of this County of Union.

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

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Igora J. Rogers and Elou G. Rogers 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 said children, to-wit, viz: Lula B. Rogers, Aral N. Rogers, Chauncy L. Rogers, Mary M. Rogers, Omaha J. Rogers, of the parties hereto be, until further order confided to the said plaintiff exclusively. And the Defendant is hereby enjoined from interfering in any manner with either or any of said children or with the plaintiff in her custody of them, and from visiting said children until further order of Court.

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

Attest
R. M. Leroy, 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 term, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to wit, on the 5th day of December, 1891, the following Petition & Answer in Cognovit was filed with the Clerk of said Court, to wit:

Petition

The State of Ohio,
Union County, ss: In the Court of Common Pleas.
Mollie E. Marshall, Plaintiff

6296

vs.
J. E. Taylor & John Price
Defendants.

The plaintiff says this her action is founded upon a promissory note of which she is the legal owner and holder and of which the following is a copy, with all the credits and indorsements thereon:

" 8411. ⁶⁶/₁₀₀. Plain City, Ohio, August 15th, 1889.
" Twenty-two ¹/₂ months after date, for value received we
" promise to pay to the order of Mollie E. Ferris at the Farmers Bank
" Plain City, Ohio, Four hundred and eleven ⁶⁶/₁₀₀ Dollars, ^{And we} interest at 8% after maturity.
" hereby authorize any Attorney at Law to appear for us in an action
" on the above note, at any time after the same becomes due, in any
" Court of Record in or of the State of Ohio, waive the issuing and
" service of process against us and confess judgment in favor of the
" legal holder of the above against us for the amount that may be
" due, with interest at the rate therein mentioned and costs of suit;
" and to waive and release all errors in said proceedings, petitions in
" error, and the right of appeal from the judgment rendered.

Witness our hands and seals. J. E. Taylor
John Price

There is due to plaintiff from the defendants on said note the sum of Four hundred and twenty-one ⁶⁶/₁₀₀ dollars which she claims with interest from the 5th day of November, 1891, at 8 per cent. per annum and for which, with costs of suit, ask judgment against the defendants.

The State of Ohio,
Union County ss:

Mollie E. Marshall, being sworn, says that she is the legal holder and owner of said note and that the facts stated and allegations in said petition are, as affiant believes, true.

Mollie E. Marshall.

Sworn to before me, and signed in my presence this 5th day of December, A. D. 1891.

Seal

R. M. Leroy, Clerk.

By W. M. Winget, Deputy.

Copy of Note

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6411 " Plain City, Ohio, August 15, 1889.
 Twenty-two ¹/₄ one half months after date for value received, we jointly and severally promise to pay to the order of Mollie E. Ferris at the Farmers' Bank, Plain City, Ohio, Four hundred ¹¹/₁₀₀ 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 Records 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 thereon, for principal, interest, cost of suit and all attorney fees, releasing all errors in the judgment so 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, stocks, bonds or other evidences of indebtedness pledged as collateral to the payment of this note.

Witness our hands the day and date above written. J. E. Taylor
 John Price.
 N^o 24683. Due July 1, 1891.

Answer Mollie E. Marshall, Plaintiff | Court of Common Pleas,
 vs. | County of Union, State of Ohio.

6296 J. E. Taylor et al. Defendants
 The defendants J. E. Taylor and John Price by W. T. Hoopes, Attorney, and an Attorney-at-Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now come and waives the issuing and service of process in this action, and hereby enter their appearance herein: and said defendants by W. T. Hoopes said Attorney duly authorized as aforesaid, say that he cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against them but acknowledge and confess the same to be true, and say that they are indebted to the plaintiff on the said note in manner and form as the plaintiff has in her petition set forth, and that the amount due upon said indebtedness at this day is the sum of --- bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from --- at 8 per cent. per annum and accruing costs --- confess judgment in favor of the plaintiff, and waive and release all errors in this proceeding and said judgment, and all proceedings, and writs of error therein.
 W. T. Hoopes - Attorney for Defendant.

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Entry Molie & Marshall
vs.
6296 Q. E. Taylor et al

Journal 16. Page 87.

This day came the plaintiff by D. W. Ayers, her Attorney, and filed her petition against said defendants, and thereupon W. F. Hoopes, an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose duly executed by said defendants, now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledging that said defendants did owe and were indebted unto the plaintiff as she has in her petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendant to said plaintiff, on said indebtedness, the sum of Four hundred ^{and} twenty one ^{and} $\frac{1}{2}$ dollars, bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum since July 1st 1891.

It is therefore considered by the Court here that the said plaintiff do recover of the said Q. E. Taylor and John Price, defendants the sum of Four hundred ^{and} twenty one ^{and} $\frac{1}{2}$ dollars so confessed, as aforesaid, with interest from November 5th at 8 per cent. per annum, and also costs in behalf expended taxed to \$- - and by virtue of said warrant of attorney all errors in this action, judgment and proceeding, and all proceedings, petitions, and writs of error thereon are by said defendant waived and released.

Attest
R. W. 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 A. Price, Judge of said Court, of the term of November, term, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 11th day of November 1891, Amanda Rightlinger filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William Rightlinger to-wit:

Petition Amanda Rightlinger
vs.
6285 William Rightlinger
Plaintiff in Error
Defendant in Error.

In the Court of Common Pleas
Union County, Ohio.

Plaintiff in Error says: That on the Tenth day of November, A. D. 1891, defendant in error recovered a judgment by the consideration of J. H. Skinkade, a Justice of the Peace for Paris Township, Union County

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Ohio, against plaintiff in error, in an action then pending before him wherein defendant in error was plaintiff and plaintiff in error was defendant, a transcript of the docket entries whereof is filed herewith.

There is error in the said record and proceedings in this writ:

1. - Said Justice of the Peace erred in rendering said judgment on default without any evidence being offered to sustain defendants in error's claim, when the Bill of Particulars was not sworn to by said defendant in error, his agent or attorney.

2. - Said judgment was given for said William Rightlinger, when it ought to have been given for said Amanda Rightlinger.

Plaintiff in error therefore prays that said judgment may be reversed, and that she be restored to all things she has lost by reason thereof.

John M. Brodrick,

Attorney for Plaintiff in Error.

Transcript

Civil Docket "D." Pages 197^{3/4} 200.

The State of Ohio.

Union County, ss Paris Township: In Justice's Court.

William Rightlinger, Plaintiff.

Before J. H. Kirkade,
Justice of the Peace.

vs.
Amanda Rightlinger, Defendant

Account.

November 6th, 1891, plaintiff filed his Bill of Particulars as follows:

William Rightlinger, Plaintiff

Before J. H. Kirkade, J. P. for
Paris Township, Union County, Ohio.

vs.
Amanda Rightlinger, Defendant

The plaintiff says there is due him from the said defendant the sum of \$7¹⁰ with interest from the 24th day of April 1887 on a certain book account for goods sold and delivered to this defendant by David Edwards, at her request and for which goods she promised to pay for herself, and which account was assigned to this plaintiff by said Edwards.

(Signed) N. W. Merchant, Plaintiff's Attorney.

Plaintiff's attorney requested that bill of said goods as filed in case of David Edwards against Amanda Rightlinger, Page 198, this docket be added to his Bill of Particulars and attached thereto which said bill is as follows: "Mrs. Amanda Rightlinger Dr. to David Edwards.

August 19th, 1886, To dishes - - - \$5⁵⁰.

August 24th, 1886 .. cups & saucers - - - 1⁶⁰

Total. \$7¹⁰

" 6% interest on same from April 24th, 1887, - - 31⁵⁰
Amount due. \$8⁹⁰

" Please pay the above to William Rightlinger and this shall be your receipt for the same. November 2nd 1891, Received payment.

David Edwards

By D. B. Edwards.

November 6th, 1891, Issued Summons of this date returnable November 10th, 1891, at 10 o'clock A. M. and delivered same to J. H. Shirk, constable to serve.

November 6th, 1891, Summons returned, indorsed: Received this writ November 6th, 1891, and served the same on the within named defendant by

giving her a copy of this writ with all the indorsements thereon this the 6th day of November 1891. J. H. Shirk, Constable.

November 10th, 1891, 10 o'clock A. M. the attorney for the plaintiff W. W. Merchant appeared, the defendant failed to appear by herself in person or by attorney, at the said hour specified in the summons and for one hour thereafter, the plaintiff's attorney then insisted upon judgment on default. It is thereupon, and on said 10th day of November 1891 considered by me that the plaintiff recover of the defendant the sum of \$8⁹² debt & \$2.¹⁰ the costs herein.

J. H. Kinkade, J. P.

November 10th, 1891, And now comes the plaintiff by his attorney W. W. Merchant and files the following: State of Ohio, Union County ss:

W. W. Merchant being first duly sworn according to law says that he is the attorney of the plaintiff in the premises and duly authorized to appear for him in the above case; that said action is for the payment of money only; that the facts stated in the plaintiff's Bill of Particulars and the attached statement of account are, as he verily believes, true.

(Signed) W. W. Merchant.

Sworn to before me and by him subscribed in my presence this 10th day of November, A. D. 1891. J. H. Kinkade, J. P.

November 10th, 1891, And now comes J. M. Brodrick, attorney for the defendant, and requests a transcript hereof for the purpose of filing a petition in error and requests the Justice to cause the transcript to show affirmatively that no evidence was introduced in support of plaintiff's bill of particulars, to which statement the defendant's attorney W. W. Merchant objected.

November 10th, 1891, made transcript and delivered same to J. M. Brodrick.

C. P. Cost Bill		Constable	Costs
Filing Bill.	05	Service	25
Summons ^{and} file	30	Copy	25
Record	1 05	Mileage	20
Judgment	40	Total	\$ 70
Transcript	1 05		
Certificate	25		
Affidavit	45		
Total	\$ 3 55		

The State of Ohio.

Union County, Paris Township, ss:

The undersigned, a Justice of the Peace, in and for said County and Township, hereby certify that the within is a full transcript of the proceedings had by and before me in the above named case, Civil Docket "D." Pages 199 & 200, Case No. 45^{and} of the costs therein as recorded in my docket, November 10th, 1891.

J. H. Kinkade, J. P.

Summons

6285

Afterward, on the 12th day of November, 1891, a Summons was issued by the clerk of said Court, to wit:

The State of Ohio,
Union County Court of Common Pleas.
Amanda Kightlinger, Plaintiff in Error

vs
William Kightlinger, Defendant in Error.

To the Sheriff of said County:

You are hereby commanded to notify the above defendant in error, that the above named plaintiff in error has filed a petition in the Office of the Clerk of Court of Common Pleas of the County aforesaid, asking the reversal of a judgment which said defendant in error

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obtained against said plaintiff in error on the 10th day of November 1891, by the judgment of J. H. Sinkade, Justice of the Peace in and for the Township of Paris in said County, and that unless the said defendant in error attend upon said Court of Common Pleas on the Twelfth day of December, 1891, the day upon which the said petition will be heard said judgment may be reversed.

You will make due return of this summons, on or before the 23rd day of November 1891.

Witness my signature and the seal of said Court, this 12th day of November, 1891. (Seal) R. M. Leroy, Clerk.

Sheriff's Return

And on the 14th day of November, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows: Received this writ November 12th, 1891, and served same by

Service	30	delivering a certified copy thereof with the endorsements thereon
Copy	20	to the within named defendant, on the 13 th day of November,
Mileage	32	1891.
Total	\$ 82	Thomas Martin, Sheriff.

Entry

Afterward, on the 24th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to-wit:

6255

Amanda Kightlinger

vs.

Journal 16, Page 68.

William Kightlinger

This cause came on to be heard upon the petition in error and the transcript of the proceedings and judgment of J. H. Sinkade, a Justice of the Peace for said County, on consideration whereof the Court find there is no error in said proceedings and judgment and said judgment is therefore affirmed at the cost of the plaintiff in error taxed at \$ - and execution is awarded therefor.

It is further ordered that the Clerk of this Court certify this decision in the premises to said Justice, that the judgment affirmed may be enforced as if these proceedings in error had not been taken.

To all of which findings the plaintiff in error excepts.

Attest
R. M. Leroy 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 November, to-wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 29th day of September 1891, B. H. B. Griswold filed in the Clerk's Office of the said Court of Common Pleas the following petition against E. C. Marsh, to-wit:

Petition B. H. B. Griswold, Plaintiff
vs.
6253 C. C. Marsh, Defendant

Court of Common Pleas,
Union County, Ohio.

The said plaintiff complains of the said defendant and says that there is due to said plaintiff from said defendant on his promissory note (a copy of which marked "A" is hereto attached) the sum of one thousand dollars with six per cent. interest thereon from the seventh day of January A. D. 1891, for which sum of money and interest the plaintiff asks judgment against the said defendant.

For a second Cause of Action the plaintiff says that on the 22nd day of June A. D. 1891, the said plaintiff at the said defendant's request paid for said defendant his taxes then due to the Treasurer of the County of Union in the State of Ohio, amounting to the sum of sixty-two dollars, which sum the defendant then agreed with plaintiff to repay said sum to him as soon as he should sell his wheat and although defendant has sold his said wheat he has neglected and failed to pay plaintiff said sum of \$62⁰⁰ which sum is now due plaintiff from said defendant for which sum he asks judgment with interest from June 22nd, 1891.

For a Third Cause of Action the said plaintiff says that on the 28th day of September A. D. 1891, the said defendant was indebted to the Union Bank of Marysville by his promissory note in the sum of one hundred and fifty dollars in which note F. J. Arthur was surety for defendant, and on said 28th of September, 1891, in order to prevent suit upon said note the defendant paid said note by his own check and thereby became the owner of said note and thereby the defendant became and is indebted to said plaintiff in and for said sum of One hundred and fifty dollars, but plaintiff is unable to give a copy of said note, the said Arthur having required that the same be cancelled by tearing his name off the same. And the plaintiff says there is due to him from said defendant said sum of one hundred and fifty dollars for money paid for him as aforesaid and therefore he prays judgment against said defendant for said sum of one hundred and fifty dollars.

The State of Ohio,
Union County ss:

Robinson^{son} Woodburn,
Attorneys for Plaintiff.

B. H. B. Griswold, plaintiff being duly sworn deposes and says he believes the allegations of the foregoing petition are true.

(Signed) B. H. B. Griswold.

Sworn to before me and signed in my presence this 29th of September 1891. (Seal) R. M^{er}eroy, Clerk of Court.

Copy of " \$1000⁰⁰. January 7th, 1891.
" One day after date I promise to pay to the order of B. H. B. Griswold
note "A" "the sum of One thousand dollars, for value received, with interest at
" six per cent. from date.
" C. C. Marsh.
" On the back of said note are the following endorsements:
" January 6th, 1890, Received on the within note Sixty dollars,
" January 6th, 1891, Received on the within note Sixty dollars.

Summons
6253

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To the Clerk:

Issue Summons and writ of Attachment and indorse: Petition for \$1000⁰⁰ with interest from January 7th, 1891. Also for \$62⁰⁰ with interest from June 22nd, 1891. Also for \$150⁰⁰ with interest from September 28th, 1891. Robinson & Woodburn. Attys.

Summons

Afterward, on the 29th day of September, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

6253

The State of Ohio.
Union County.

To the Sheriff of Union County:

You are hereby commanded to notify E. C. Marsh that he has been sued by B. H. B. Griswold in the Court of Common Pleas of Union County and must answer by the 31st day of October, 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 12th day of October, A. D. 1891.

Witness my hand and the seal of said Court, this 29th day of September, A. D. 1891.

(Seal) R. M. Crox, Clerk.

Indorsed: Action for \$1000⁰⁰ with interest from January 7th, 1891. Also for \$62⁰⁰ with interest from June 22nd, 1891. Also for \$150⁰⁰ with interest from September 28th, 1891.

Sheriff's Return

And on the 1st day of October, 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
mileage	160
Copy	20
Total	\$ 210

Union County Sheriff's Return.

Received this writ September 29th, 1891, at 2 o'clock P. M. and served same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of the within named defendant on the 30th day of September 1891. Thomas Martin, Sheriff.

Affidavit for Attachment

Afterward, on the 29th day of September, 1891, the following Affidavit was filed with the Clerk of said Court, to wit:

6253

B. H. B. Griswold
vs.
E. C. Marsh

Court of Common Pleas,
Union County, Ohio.

The said plaintiff being first duly sworn deposes and says that the said B. H. B. Griswold, plaintiff, has commenced an action in said Court against the said E. C. Marsh defendant, to recover the sum of one thousand dollars now due and payable to said plaintiff from defendant on a promissory note of \$1000⁰⁰ given by defendant to plaintiff January 7th, 1889, and due one day after said date and on which the interest has been paid to January 7th, 1891 and plaintiff says said claim is just and there is now justly due him on said note from said defendant the sum of one thousand dollars with interest thereon from January 7th, 1891, amounting to the sum of forty-four ²⁴/₁₀₀ dollars making a total of \$1044²⁰ and he ought justly to recover that sum.

Also as a second cause of action there is due and payable to plaintiff from defendant for taxes which plaintiff paid for defendant at his request June 22nd, 1891 to the Treasurer of Union County, Ohio.

the sum of sixty-two dollars which said claim of \$62⁰⁰ is just and is justly due plaintiff from defendant with the interest thereon from June 22nd 1891, and which sum he ought to recover of defendant by judgment against him.

Also as a third cause of action there is due and payable to plaintiff from defendant for money paid for him the said defendant on the 25th of September 1891, to cancel defendants promissory note of one hundred and fifty dollars due and coming to the Union Bank of Marysville, on which F. J. Arthur was defendants surety, and there is now justly due plaintiff from defendant for money paid by him as aforesaid on the 25th of September, 1891, said sum of one hundred and fifty dollars ²⁴ plaintiff ought to recover thereon said sum of \$150⁰⁰ with interest from September 27th 1891.

And said plaintiff further says that said defendant hath absconded from the County of Union in the State of Ohio, and gone to other parts of the County, to plaintiff unknown and conceals himself so that no summons can be served upon him, and he has left the County of Union where he resides and has up to the 23rd day of September 1891 resided to avoid the service of a summons upon him and for proof of this he states the following facts, to wit: The said defendant has a wife and child residents of said County of Union and on said 23rd day of September, 1891, without bidding them good bye or telling them where he was going secretly left them without any explanation except that of a written note or letter to his wife saying that "rather than live as I do I will go away", and took all his clothes with him for a change and has not returned and has not left any word or tidings of his whereabouts and they have no knowledge of his whereabouts ^{2nd} have not heard of him since he so left and they had no knowledge of his intention to leave except that there was and had been some family trouble by reason of alleged improper intimacy on defendants part with another woman and by reason of said facts and the further fact that this defendant left other debts unpaid, this defendant deposes and says he believes the allegations of this affidavit are true and further this deponent saith not.

(Signed) B. H. B. Griswold.

Sworn to before me and subscribed by the plaintiff this 29th of September, 1891. (Seal) R. M. Leroy, Clerk of Court.

Præcipe. To the Clerk:

Issue Attachment for \$1000⁰⁰ with interest from January 7th 1891. Also for \$62⁰⁰ with interest from June 22nd 1891. Also for \$150⁰⁰ with interest from September 25th 1891. Robinson ^{and} Woodburn.

Attorneys for Plaintiff.

Order of Attachment was issued by the Clerk of said Court, to wit: The State of Ohio, Union County, ss: B. H. B. Griswold Or E. C. Marsh Court of Common Pleas.

To the Sheriff of Union County:

Sheriff's Return

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Supplemental Petition

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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 E. C. Marsh, ^{in your county} not exempt by law from being applied to the payment of the claims of the plaintiff B. H. B. Griswold or so much thereof as will satisfy his claim for \$1000⁰⁰ with interest from January 7th, 1891; also for \$62⁰⁰ with interest from June 22nd, 1891 also for \$150⁰⁰ with interest from September 28th, 1891, and also for Seventy five dollars the probable cost of this action.

You will make due return of this order on the 12th day of October A. D. 1891. Witness my hand and the seal of said Court, this 29th day of September, A. D. 1891.

Seal R. M. Leroy, Clerk.

Sheriff's Return

And on the 1st day of October, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	\$ 30
Copies	30
Mileage	2 40
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Convey. "	1 50
Inventory &c	1 00
Return	25
Total	7 20
Appraiser's Fee	2 00

Sheriff's Return.

Sheriff's Office, Union County, Ohio, September 30th, 1891. Received this order on the 29th day of September, 1891 and in obedience to the command thereof, I did, on the 30th day of September, 1891, in the presence of O. C. Lincoln and Ed Connolly 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 full appear by reference to said

Schedule "A."

Schedule "A."

We, Thomas Martin Sheriff of Union County, and O. C. Lincoln and Ed Connolly two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of E. C. Marsh and hereinafter described as follows, viz: 1 buggy, \$30⁰⁰; 1 two horse wagon \$30⁰⁰; corn and corn sheller \$8⁰⁰; farm implements, 1/2 interest in drill & planter \$65⁰⁰; hay in barn \$65⁰⁰; 3 head of horses \$100⁰⁰; 53 stands of beer \$106⁰⁰; 31 head of hogs \$135⁰⁰; 450 shocks of corn \$270⁰⁰; 10 stacks of hay in meadow \$85⁰⁰; 4 cows and sucking calf \$150⁰⁰; 5 calves \$75⁰⁰; 1 straw Rick \$15⁰⁰; 1 piano \$100⁰⁰; 1 book case and books \$100⁰⁰; 1 buck sheep \$15⁰⁰; Total \$1349⁰⁰.

Given under our hands this 30th day of September, A. D. 1891.

Thomas Martin, Sheriff
O. C. Lincoln
Ed Connolly.

Supplemental Petition

Afterward, on the 16th day of November, 1891, the following Petition was filed with the Clerk of said Court, to wit:

B. H. B. Griswold
vs.
E. C. Marsh
Court of Common Pleas
Union County, Ohio.

This day comes the plaintiff and for supplemental petition says the defendant on the 10th of November 1891, executed to the plaintiff his written assignment which is hereto attached in the words and

figures following, to wit:

B. H. B. Griswold,	Court of Common Pleas
vs.	Union County, Ohio.
E. C. Marsh	Agreement.

In this case a writ of Attachment has been issued and property levied upon.

Now, I, E. C. Marsh, the defendant do hereby assign to the plaintiff the property so levied upon in consideration that Griswold agrees to pay the value of said property as appraised in said case the purchase money to be applied by him in payment of debts I now owe in said County to be applied pro rata upon said debts.

Witness my hand and seal this 10th of November, 1891.

(Signed) E. C. Marsh seal

The said property was appraised at the sum of thirteen hundred and forty-nine dollars and said plaintiff accepts said agreement and now asks a judgment as in his petition he prayed and an order in pursuance of said agreement.

Robinson & Woodburn,

Attorney for Plaintiff.

The State of Ohio,
Union County ss:

J. W. Robinson, being duly sworn deposes and says he believes the allegations of the foregoing supplemental petition to be true and the facts as to said agreement are within his personal knowledge and the same is in writing in his possession, and he is one of plaintiff's attorneys in this case.

J. W. Robinson,

Sworn to before me and signed in my presence this 16th of November, 1891.

R. M. Leroy, Clerk,

By W. M. Minger, Deputy.

Entry

6253

Afterward, on the 16th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

B. H. B. Griswold	Journal 16. Page 51.
vs.	
E. C. Marsh	

This day came on this cause to be heard before the Court the right of trial by Jury being waived by the parties, whereupon the Court find there is due plaintiff from said defendant as alleged in said petition the sum of twelve hundred and sixty-six ²⁴/₁₀₀ dollars and that the property levied on was appraised at thirteen hundred and forty-nine dollars.

Therefore it is considered ordered and adjudged by the Court that the plaintiff recover of the defendant said sum of twelve hundred and sixty-six ²⁴/₁₀₀ dollars due as aforesaid and his costs herein expended taxed to \$ - - -

Thereupon this cause came on to be heard further on the supplemental petition of the plaintiff filed by leave of the Court and the Court being satisfied of the truth of said supplemental petition it is ordered and adjudged by the Court that out of the \$1349⁰⁰ for which said property was appraised and which was by said agreement transferred to the plaintiff by the defendant

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The costs of this proceeding be paid and the balance be apply pro rata upon all the debts of defendant owing by him in the County of Union at the time this action was commenced and if any balance remain after such payments including this judgment, that such balance be paid to the defendant.

Attest
M. Perry 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 November term, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 7th day of October 1891, Silas Bell filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William H. H. Davis et al.

Petition

State of Ohio,
Union County ss
6261 Silas Bell, Plaintiff
vs
William H. H. Davis and
Louisa E. Davis, his wife
Defendants.

In the Court of
Common Pleas.

First Cause of Action: Defendant, William H. H. Davis, is indebted to plaintiff in the sum of thirty-seven ⁹⁴/₁₀₀ ⁵/₁₀₀ dollars which plaintiff claims, with interest at eight per cent. from the 19th day of April 1891, on a promissory note, of which the following is a copy:
" \$37⁵⁰. Marysville, Ohio, April 19th, 1891.
" September 15th, 1891, I promise to pay Silas Bell, or order, thirty-seven ⁹⁴/₁₀₀ ⁵/₁₀₀ dollars, with interest at eight per cent. Value received.
" If the note above, of even date herewith is not paid together with the interest thereon when the same becomes due, or if the premises mortgaged to secure the payment of this and other notes is sold for any tax or assessment whatever, this note shall immediately become due, and, together with all accrued interest, may be collected.

(Signed) William H. H. Davis.

There are no credits or indorsements on said note.

Second Cause of Action: Defendant William H. H. Davis, is indebted to plaintiff in the further sum of thirty-seven ⁹⁴/₁₀₀ ⁵/₁₀₀ dollars, which plaintiff claims, with interest at eight per cent. from the 19th day of April, 1891, on a promissory note, of which the following is a copy:
" \$37⁵⁰. Marysville, Ohio, April 19th, 1891.

December 15th, 1891, I promise to pay Silas Bell, or order, thirty-seven

3/4 5/100 dollars, with interest at eight per cent. Value received. If the notes above of even date herewith are not paid, together with all interest thereon as they each become due, or if the premises mortgaged to secure the payment of this and other notes is sold for any tax, execution or assessment whatever, this note shall immediately become due, and together with all accrued interest may be collected.

(Signed) William H. H. Davis

There are no credits or indorsements on said note. One of the notes mentioned above is the note of which a copy is set out under the first cause of action, and which is due and unpaid, and this note, the copy of which is set out under this cause of action, is therefore now due.

Third Cause of Action: The defendant, William H. H. Davis is indebted to plaintiff in the further sum of thirty-seven 3/4 5/100 dollars, which plaintiff claims, with interest at eight per cent. from the 19th day of April, 1891, on a promissory note, of which the following is a copy:

\$ 37 50/100 Marysville, Ohio, April 19th, 1891.

March 15th, 1892, for value received, I promise to pay Silas Bell, or order, thirty-seven 3/4 5/100 dollars with interest at eight per cent. But if the preceding notes above of even date herewith, are not paid as they severally become due, and the interest thereon, or if the premises made security for this and other notes shall be sold for any tax, execution or assessment whatever, then this note shall immediately become due, and, together with all accrued interest, may be collected.

(Signed) William H. H. Davis

There are no credits or indorsements on said note.

Two of the notes mentioned as being "the preceding notes - above" are not paid - though due, and this note is, therefore, now due.

Fourth Cause of Action: Defendant, William H. H. Davis, is indebted to plaintiff in the further sum of thirty-seven 3/4 5/100 dollars, which plaintiff claims with interest at eight per cent. from April 19th, 1891, on a promissory note of which the following is a copy:

\$ 37 50/100 Marysville, Ohio, April 19th, 1891.

June 15th, 1892, I promise, for value received, to pay to the order of Silas Bell, thirty-seven 3/4 5/100 dollars, with interest at eight per cent. from date. But if any of the preceding notes of even date herewith should not, together with all interest accrued thereon be paid as they severally become due: or if the premises made security for this note should be sold for any tax, execution or assessment, then this note shall immediately become due, and, together with all accrued interest may be collected.

(Signed) William H. H. Davis.

There are no credits or indorsements on said note. One of the notes mentioned as referred to as "the preceding notes" is now past due and unpaid.

Fifth Cause of Action: The defendant, William H. H. Davis, is indebted to plaintiff in the further sum of thirty-seven 3/4 5/100 dollars, which plaintiff claims, with interest at eight per cent. from April 19th, 1891, on a promissory note, of which the following is a copy:

\$ 37 50/100 Marysville, Ohio, April 19th, 1891.

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September 15th, 1892. I promise, for value received, to pay to the order of Silas Bell, thirty-seven $37 \frac{50}{100}$ dollars, with interest at eight per cent.

But if any of the preceding notes of even date herewith should not, together with all interest thereon, be paid as they severally become due or if the premises made security for this and other notes should be sold for any tax, execution or assessment, then this note shall immediately become due, and together with all accrued interest, may be collected.

(Signed) William H. H. Davis.

There are no credits or indorsements on said note. One of the notes referred to as the preceding notes of even date herewith, is now past due and is wholly unpaid.

Sixth Cause of Action: The defendant, William H. H. Davis, is indebted to plaintiff in the further sum of thirty-seven $37 \frac{50}{100}$ dollars which plaintiff claims, with interest at eight per cent. from April 19th, 1891, on a promissory note of which the following is a copy:

$37 \frac{50}{100}$ Marysville, Ohio, April 19th, 1891.

December 15th, 1892, for value received, I promise to pay Silas Bell, or order thirty-seven $37 \frac{50}{100}$ dollars with interest at eight per cent. from date. But if any of the preceding notes of even date herewith, should not be paid, and all interest thereon, as they severally become due or if the premises made security for this, and other notes of even date herewith, should be sold for any tax, execution or assessment, then this note shall immediately become due, and, together with all accrued interest may be collected. (Signed) William H. H. Davis.

There are no credits or indorsements on said note, and one of the notes referred to as "the preceding notes of even date herewith" is now past due and unpaid.

Seventh Cause of Action: The defendant William H. H. Davis is indebted to plaintiff in the further sum of thirty seven $37 \frac{50}{100}$ dollars which plaintiff claims, with interest at eight per cent. from April 19th, 1891, on a promissory note, of which the following is a copy:

$37 \frac{50}{100}$ Marysville, Ohio, April 19th, 1891.

March 15th, 1893, for value received, I promise to pay Silas Bell, or order, thirty-seven $37 \frac{50}{100}$ dollars, with interest at eight per cent. from date. But if any of the preceding notes, of even date herewith, should not, with all interest, be paid as they severally become due, or if the premises made security for this and other notes of even date herewith should be sold for any tax, execution or assessment, then this note shall immediately become due and together with all accrued interest, may be collected.

(Signed) William H. H. Davis.

There are no credits or indorsements on said note. One of the notes referred to as "the preceding notes of even date herewith" is now past due and unpaid.

Eighth Cause of Action: The defendant, William H. H. Davis, is indebted to plaintiff in the further sum of thirty-seven $37 \frac{50}{100}$ dollars which plaintiff claims on a promissory note with interest at eight per cent. from April 19th, 1891.

The following is a copy of said note:

837⁵⁰ Marysville, Ohio. April 19th, 1891.

June 15th, 1893, for value received, I promise to pay Silas Bell, or order, thirty-seven ^{3/4} ^{5/100} dollars with interest at eight per cent. from date.

But if any of the preceding notes of even date herewith should not, together with all accrued interest thereon, be paid as they severally become due, or if the premises made security for this and other notes of even date herewith shall be sold because of any tax, execution or assessment, then this note shall immediately become due, and, together with all accrued interest, may be collected.

(Signed) William H. H. Davis.

Ninth Cause of Action: Defendant, William H. H. Davis, is indebted to plaintiff in the further sum of thirty-three ^{3/4} ^{5/100} dollars, which plaintiff claims with interest at eight per cent. from April 19th, 1891, on a promissory note, of which the following is a copy:

833⁵⁰ Marysville, Ohio. April 19th, 1891.

September 15th, 1893, for value received, I promise to pay Silas Bell, or order thirty-three ^{3/4} ^{5/100} dollars with interest at eight per cent. from date.

But if any of the preceding notes of even date herewith, should not, together with all interest thereon, be paid as they severally become due: or if the premises made security for this and other notes of even date herewith should be sold for any tax, execution or assessment, then this note shall immediately become due, and, together with all accrued interest, may be collected.

(Signed) William H. H. Davis.

There are no credits or indorsements on said note and one of the notes referred to as "the preceding notes of even date herewith" is now past due and wholly unpaid.

Tenth Cause of Action: At the time of delivering said notes, and to secure their payment and the payment of one other note which has been paid, the defendants, William H. H. Davis and Lovina E. Davis his wife, duly executed and delivered to plaintiff their mortgage deed conveying the following premises, situated in the County of Union, in the State of Ohio, in the Township of Millcreek and bounded and described as follows: Part of Survey n^o 5477.

Beginning at a stone and brick in the easterly line of N. J. Couklin's land and in the center of a road; thence with said Couklin's line N. 6 1/2 - N. 42 poles to a stone - corner to N. J. Couklin's land: thence N. 82 - E. 36 3/100 poles with the line of A. B. Obright's land to a stone and brick; thence S. 6 1/2 - E. 47 5/100 poles to a stone in the center of said road - passing over a stone and brick 20 feet from the center: thence with the center of said road N. 88 1/2 - N. 36 5/100 poles to the place of beginning containing ten (10) acres of land, except fifteen (15) feet off of the east side, formerly sold to A. B. Obright - and two and one-half (2 1/2) acres off of the east side sold to U. C. Ellis, leaving seven ^{3/4} one-fourth (7 3/4) acres more or less.

Said mortgage was conditioned: That should the said William H. H. Davis and Lovina E. Davis, his wife, or either of them pay or cause to be paid unto the said Silas Bell the sum of three hundred and seventy one dollars and interest thereon as stipulated

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in ten (10) promissory notes of even date herewith, all signed by the said William H. H. Davis, calling for thirty-seven $\frac{3}{4}$ $\frac{50}{100}$ dollars each, except the last, and that calling for thirty-three $\frac{3}{4}$ $\frac{50}{100}$ dollars, all bearing interest at the rate of eight per cent. per annum, and due June 15th, 1891; September 15th, 1891; December 15th, 1891; March 15th, 1892; June 15th, 1892; September 15th, 1892; December 15th, 1892; March 15th, 1893; June 15th, 1893, and September 15th, 1893, respectively, then these presents shall be void.

And the said mortgagors hereby covenant and agree that if default be made in the payment of any of the above mentioned notes, or any part of the same, and the interest thereon, as they severally become due, then all of said notes shall, at the option of the holder thereof immediately become due, and together with all arrearages of interest thereon may be collected, and this mortgage may be foreclosed.

On the 2nd day of May, 1891, at 1st o'clock P. M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded May 6th, 1891 in Book 30, Page 487 of his records.

Plaintiff, therefore, asks judgment against defendant William H. H. Davis in the total sum of three hundred and thirty-three $\frac{3}{4}$ $\frac{50}{100}$ dollars with interest at eight per cent. from April 19th, 1891, and that said premises may be sold, and the proceeds applied to the payment of said judgment.

J. E. Griffith,
Attorney for Plaintiff.

State of Ohio,
Union County ss:

Silas Bell, plaintiff, being duly sworn, says that he believes the facts stated in the above pleading to be true.

(Signed) Silas Bell.

Sworn to before me and signed in my presence this 7th day of October, 1891.

John M. Brodrick, Notary Public

(Seal)

Union County, Ohio.

Præcipe To the Clerk:

Issue Summons on the above parties; William H. H. Davis and Lovina E. Davis, his wife, indorsed: Personal Judgment and Foreclosure. Amount claimed Three hundred and thirty-three $\frac{3}{4}$ $\frac{50}{100}$ dollars (\$333.⁵⁰) with interest at eight per cent. from April 19th, 1891. October 7th, 1891. J. E. Griffith, Attorney for Plaintiff.

Summons

Afterward, on the 7th day of October, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

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

You are hereby commanded to notify William H. H. Davis and Lovina E. Davis (his wife) that they have been sued by Silas Bell in the Court of Common Pleas of Union County, and must answer by the 7th day of November, 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 19th day of October, A. D. 1891.

Witness my hand and the seal of said Court, this 7th day of October, A. D. 1891. (Seal) R. M. Brody, Clerk.

Indorsed: Action for Personal Judgment and Foreclosure of Mortgage. Amount claimed \$333³³ at 8 per cent. from April 1st, 1891.

Sheriff's Return

And on the 13th day of October, 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,

Ser. Return	30
Adl. Dfts	13
Mileage	2 40
Copy	40
Total	\$ 3 23

Union County. Sheriff's Return. Received this writ October 7th, A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 13th day of October, 1891.

Thomas Martin, Sheriff.

Answer

Afterward, on the 7th day of November, 1891, the following Answer was filed with the Clerk of said Court, to wit:

6261

Silas Bell

vs

William H. H. Davis et al.

Court of Common Pleas,

Union County, Ohio.

For answer to the plaintiffs petition the defendants say that they admit the execution of the notes as stated in the petition.

Defendants further say that said agreement was originally made upon the following conditions, to wit: "Said defendant William H. H. Davis was a pensioner of the United States at the rate of \$25⁰⁰ per month, and it was agreed between said parties that said Davis should pay the same upon the receipt of said pension each quarterly payment \$37⁵⁰, and the 4th day of September, 1891, said defendant went to Columbus, Ohio, to receive his said pension and there learned that said pension was suspended for some cause.

On the 5th day of September said Silas Bell and said William H. H. Davis entered into a verbal agreement in relation to the note and payment due on September 15th, 1891, as follows: "Said Bell was to wait for the payment of said note until the 15th of December, A. D. 1891, for the purpose of giving the defendant an opportunity to get his pension restored, which agreement is now in full force and effect.

Defendants therefore deny that said note and any one of them is now due and asks that said petition be dismissed at the cost of the plaintiff.

State of Ohio,

Union County, ss:

J. M. Kennedy,

Attorney for Defendants.

William H. H. Davis, one of the defendants, being duly sworn says the facts and allegations of the foregoing answer are true as he verily believes. (Signed) William H. H. Davis.

Sworn to and subscribed by the said William H. H. Davis before me this the 7th day of November, A. D. 1891.

(Seal)

A. H. Kollefrath, Notary Public.

Demurrer

Afterward, on the 10th day of November, 1891, a Demurrer was filed with the Clerk of said Court, to wit:

6261

Silas Bell,

vs

William H. H. Davis.

In the Court of Common Pleas.

State of Union C

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Entry

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State of Ohio
Union County ss:

Now comes the plaintiff and demurs to defendants answer,
for the reason that it does not state sufficient facts to constitute a
defense. J. E. Griffith, Attorney for Plaintiff.

Entry

6261

Afterward, on the 16th day of November, 1891, the following entry was
made on the Journal by the Clerk of said Court, to wit:
Silas Bell
vs
William H. H. Davis et al
Journal 16, Page 49.

This cause being heard on the demurrer to the answer of both
defendants the Court, on consideration thereof, sustains the same. And
thereupon, the defendants not asking to plead further, the Court finds
upon the pleadings that the defendant William H. H. Davis, is indebted
to plaintiff, on the promissory notes set forth in the petition, with interest
to the first day of this term, in the sum of three hundred and forty-
eight $\frac{1}{2}$ $\frac{32}{100}$ (\$348 $\frac{32}{100}$) dollars.

The Court further find that in order to secure the payment
of said notes, the defendants, William H. H. Davis and Lovina E. Davis
his wife, executed and delivered to said Silas Bell, the plaintiff, their
certain mortgage as in the petition described, and on the premises
therein described; that said mortgage was duly recorded in Book 30
Page 487, of the Records of Mortgages of Union County, Ohio, and is a
good, valid and first lien on the premises described in the petition,
and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover
from the defendant the said sum of \$348 $\frac{32}{100}$, and his costs herein
expended. And it is further adjudged and decreed that unless
the defendants 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 afore-
said with interest at eight per cent. from the 7th day of November
1891; that 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.

Præcipe

6261

To the Clerk:
Issue Order of Sale in the above entitled case.
November 18th, 1891. J. E. Griffith,
Attorney for Plt.

Order of
Sale

Afterward, on the 18th day of November, 1891, an Order of Sale
was issued by the Clerk of said Court, to wit:
The State of Ohio.
Union County, ss: To the Sheriff of said County, Greeting:
Whereas, at a Court of Common Pleas, holden at the Court House
in Marysville in said County of Union on the 16th day of November 1891

Silas Bell obtained a Judgment and Decree against William H. H. Davis and Louisa Davis for the sum of three hundred and forty-eight ²⁴/₁₀₀ dollars, and eight ²⁵/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said William H. H. Davis within one day from the 16th day of November, 1891, pay unto the said Silas Bell the said sum of three hundred and forty eight ²⁴/₁₀₀ dollars with interest from the 9th day of November 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 three hundred ²⁴/₁₀₀ forty-eight ²⁴/₁₀₀ 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 and advertise and sell according to the statute regulating Judgments, and Executions at law, the following lands and tenements, situate in Union County, Ohio, to wit: Township of Millcreek, bounded and described as follows:

Part of Survey N^o: 5477, beginning at a stone and brick in the easterly line of W. J. Conklin's land, and in the center of a road: thence with said Conklin's line N. 6 ¹/₂ - N. 42 poles to a stone corner to W. J. Conklin's land: thence N. 82 - E. 36 ²⁰/₁₀₀ poles with the line of A. B. Ebright's land to a stone and bricks: thence S. 6 ¹/₂ - E. 47 ²⁰/₁₀₀ poles to a stone in the center of said road: passing over a stone and brick 20 feet from the center: thence with the center of said road N. 88 ¹/₂ - N. 36 ²⁰/₁₀₀ poles to the place of beginning containing ten (10) acres of land, - except 15 feet off the east side formerly sold to A. B. Ebright, and two and one-half acres off the east side sold to U. C. Ellis, leaving 7 ¹/₄ acres more or less.

We therefore command you, That you proceed to carry said order, judgments 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 18th day of November, A. D. 1891. R. McCrory, Clerk.

(Seal)

And on the 28th day of December, 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.

Received this writ the 18th day of November, A. D. 1891, and on the 21st day of November, A. D. 1891, I called on in quest of John W. Ebright, James Gray and Silas Graham, 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

Sheriff's Return

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To me an estimate of the value thereof, (to wit: \$362.⁵⁰)
under their hands and seals, a copy of which I forth-
with deposited with the clerk of the within named
Court. Thereupon I caused public notice of the time
and place of sale of said real estate to be given for more
than thirty days (to wit: five consecutive weeks) before the
day of sale by advertisement in the Marysville Tribune
a newspaper printed in said Union County, and of
general circulation therein, as will appear by a copy of
said advertisement hereto attached.

And on the 26th day of December, 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 de-
scribed real estate at public auction; and then and
there struck off, and sold the same to Silas Bell for the sum of three-
hundred and fifty dollars (\$350.⁰⁰) he being the highest bidder therefor
and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of
Publication
6261

Afterward, on the 11th day of January, 1891, a Proof of Publication
was filed with the Clerk of said Court, to wit:
Silas Bell | Sheriff's Sale.
vs. | Court of Common Pleas,
W^{ms} H. H. Davis et al. | Union County, Ohio.

By virtue of the above stated writ to me directed from the Court
of Common Pleas, of Union County, Ohio, I will offer for sale at the north
door of the Court House, in Marysville, Ohio, on Saturday, December 26th, 1891, at
or about the hour of one o'clock P. M. on said day, the following described
real estate, to wit: Situate in Union County, Ohio, Township of Millcreek,
bounded and described as follows: Part of Survey N^o 5477.

Beginning at a stone and brick in the easterly line of W. J. Bouklin
land and in the center of a road: thence with said Bouklin's line
N. 6¹/₂ - N. 42 poles to a stone corner to W. J. Bouklin's land: thence N. 82^o - E. 36^o
poles with the line of A. B. Bright's land to a stone and bricks: thence
S. 6¹/₂ - E. 47^o poles to a stone in the center of said road passing over
a stone and brick 20 feet from the center: thence with the center of said
road N. 88¹/₂ - N. 36^o poles to the place of beginning containing ten (10)
acres of land except 15 feet off the east side formerly sold to A. B. Bright
and two³/₄ one-half acres off the east side sold to U. B. Ellis, leaving 7¹/₄
acres more or less.

Appraised at \$362.⁵⁰, or \$50.⁰⁰ per acre. Terms of Sale, Cash.
The State of Ohio | Thomas Martin, Sheriff.
Union County ss: | 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 25th, 1891. N. O. Shearer.
Sworn to and subscribed before me, this 11th day of January, 1892.
(Seal) R. M^{rs} Leroy, Clerk.
By N. M. Winget, Deputy.

Motion Afterward, on the 14th day of January, 1892, the following Motion was filed with the Clerk of said Court, to wit:

6261 Silas Bell

vs.

W^m H. H. Davis et al

In the Court of Common Pleas.

Plaintiff moves that the sale heretofore made be confirmed.

J. E. Griffith, Attorney for Plaintiff

Entry Afterward, on the 14th day of January, 1892, the following Entry was made on the Journal by the Clerk of said Court:

6261. Silas Bell

vs.

W^m H. H. Davis et al

Journal 16, Page 110.

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, Silas Bell, by deed, according to law, the property so sold; and a writ of possession is awarded to put said purchaser in possession of said premises.

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

And the Court coming now to distribute the proceeds of said sale amounting to three hundred and fifty dollars (\$350⁰⁰) 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 \$---

Secondly: The costs of this action taxed at \$---

Thirdly: To the plaintiff Silas Bell, the balance of the said money remaining in his hands, to wit, the sum of \$--- to be applied as a credit upon his judgment against said defendant, William H. H. Davis.

And there still remaining due to the said Silas Bell the sum of \$---, it is considered that he recover the same from the defendant, William H. H. Davis; and execution is awarded therefor.

Attest
R. M. Crony clerk

Petition

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Petition

6197

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 November, to wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to wit on the 15th day of May, 1891 Willis G. Roots filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Alfred Stewart et al.

Willis G. Roots, Plaintiff.
vs.
Alfred Stewart, Jennie Stewart
W. M. Winget, Sarepta H. Garwood,
Charles M. Garwood, Don A. Garwood,
Venetia Garwood, ^{and} The Board of
Education of Union Township,
Union County, Ohio. Defendants.

In the Court of Common Pleas
Union County, Ohio.

The plaintiff says: That on the 23rd day of August 1871 said defendant Alfred Stewart as Guardian of said defendant Jennie Stewart filed in the Probate Court of Union County, Ohio, his petition to sell In Lot N^o 67 in the village of Milford Centre, Union County, Ohio, to pay debts.

That such proceedings were had thereon that on October 13th, 1871 said premises were sold to French Garwood, President of the Board of Education and on said October 13th 1871 said sale was confirmed by said Probate Court. Said proceedings are recorded in Volume 5, Page 510 of the Administrators and Guardian's Record of said Probate Court.

On the 14th day of October 1871, said defendant Alfred Stewart as Guardian as aforesaid duly executed and delivered a deed for said premises to "W. M. Winget, F. Garwood, members of the Board of Education of Union Township, Union County, Ohio". Said deed is duly recorded in Volume 35, Page 580 of the Records of Deeds of Union County, Ohio.

Said proceedings in said Probate Court were defective in this: that the notice of the pendency of said petition was served on said Jennie Stewart (who was a minor under fourteen years of age) by copy left at the usual place of residence of said Jennie Stewart, and that the estate by the curtesy held by said Alfred Stewart was not conveyed either by said proceedings or by deed of said Alfred Stewart.

Said deed was defective in this: that it was intended to convey said estate to the Board of Education of Union Township, Union County, Ohio, but by mistake the same was made to said W. M. Winget and F. Garwood, as members of said Board. Said deed did not contain any recitals of the proceedings of said Probate Court, but the same was executed and delivered under the same and of the confirmation of said sale.

Said F. Garwood (whose full name was French Garwood) has since died leaving said Sarepta H. Garwood as his widow and said Charles M. Garwood, Don A. Garwood and Venetia Garwood as his sole heirs and legal representatives.

Plaintiff is now the owner of said premises, and has full poss-

ession thereof, by virtue of a deed, duly executed by said Board of Education. Plaintiff therefore asks that on the final hearing hereof the title to said premises may be quieted in him and for all other proper relief in the premises.

The State of Ohio,
County of Union ss:

John M. Brodrick,

Attorney for Plaintiff

Willis G. Roots, the plaintiff, being sworn makes oath that the facts stated in the foregoing petition are, as affiant believes true.

Willis G. Roots.

Sworn to by said Willis G. Roots before me and signed by him in my presence this 13th day of May, A. D. 1891.

A. H. Goodwin, Notary Public

To the Clerk:

Union County, Ohio.

Crucify

Issue Summons and copy of petition to Sheriff of Sedgewick County Kansas for the defendant Jennie Stewart, and same to the Sheriff of Jefferson County, Missouri for the defendant Alfred Stewart. Returnable according to law. Indorse: "Action to Quiet Title to Real Estate" Equitable Relief. John M. Brodrick,

Attorney for Plaintiff.

Summons

Afterward, on the 15th day of May, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

6197

The State of Ohio,
Union County.

To the Sheriff of Jefferson County, Missouri:

You are hereby commanded to notify Stewart (impleaded with others that he has been sued by Willis G. Roots in the Court of Common Pleas of Union County, and must answer by the 13th 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 25th day of May, 1891. Witness my hand and the seal of said Court, this 15th day of May, A. D. 1891. R. M. Leroy, Clerk. (Seal)

Sheriff's Return.

And on the 23rd 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:

6197

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Total	210

The State of Missouri,

Jefferson County

Sheriff's Return.

E. B. Maupin, being sworn says that he is the Sheriff of Jefferson County, Missouri; that he received this writ May 18th 1891, at 12 o'clock M. and served same by delivering to said Alfred Stewart personally a certified copy of this writ with a certified copy of the petition on the 18th day of May 1891.

(Signed) E. B. Maupin, Sheriff Jefferson County Missouri.

Sworn to by said E. B. Maupin before me and signed by him in my presence this 17th day of May 1891.

E. Tho. Horine, Notary Public,

My Commission expires, Dec. 31st, 1894. (Seal)

E. Tho. Horine,

Jefferson County, Missouri.

Notary Public.

Waiver

6197

We appear

Waiver

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Willis G.
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Waiver

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Waiver

We hereby waive the issuing and service of Summons and enter our appearance herein this 13th day of May, 1891.

6197

The Board of Education of Union Township, Union County, Ohio

By B. G. Bennett, President; A. H. Goodwin, Clerk.

S. H. Garwood, Venetia Garwood,

C. N. Garwood, W. M. Winget.

Waiver

Afterward, on the 14th day of July, the following waiver was filed with the Clerk of said Court, to wit:

6197

Willis G. Roots

vs.

In the Court of Common Pleas,

Alfred Stewart et al

Union County, Ohio.

And now comes the said defendant Don A. Garwood and hereby waives the issuing and service of Summons and enter his appearance herein this 29th day of June, A. D. 1891.

(Signed) D. A. Garwood.

Waiver

We hereby waive the issuing and service of summons and enter our appearance herein this 20th day of Oct., 1891.

6197

Jennie Stewart

By Robinson^{3d} Woodburn, Atty

Entry

Afterward, on the 11th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

6197

Willis G. Roots

vs.

Journal 16, Page 45.

Alfred Stewart et al

This day this cause came on to be heard and thereupon came the plaintiff by his attorney, and the defendant Jennie Stewart appeared by Robinson^{3d} Woodburn her attorneys. All the other defendants were in default. Thereupon the case was submitted upon the pleadings and evidence, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court find that all the defendants have either been served with process, or voluntarily entered their appearance herein, and that all the defendants are properly before this Court.

The Court further 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; that neither 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 Willis G. Roots to all and singular the premises in the petition, described, to wit: In Lot N^o 67 in the village of Milford Centre, Union County Ohio. For a more definite description thereof reference is hereby made to the recorded Plat of said Village in the office of the Recorder of said Union County Ohio, 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 or any part thereof adverse to the title and possession of said Willis G. Roots, his heirs or assigns thereto. It is further ordered that the plaintiff pay the costs herein taxed at \$11³¹.

Attest
R M [Signature] 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 November, to-wit on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 22nd day of October, 1891 James George filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Ella George, to-wit:

Petition

James George vs. Court of Common Pleas, Union County, Ohio.

6269

Plaintiff says: He 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.

That on the 9th day of August 1884, at Richwood, Union County, Ohio he was married to the defendant, and has ever since conducted himself toward her as a faithful, indulgent and kind husband.

There was born of said marriage one child, a little girl named Leah May George, not quite four years old.

Said defendant has been guilty of gross neglect of duty toward plaintiff in this to-wit: On or about the 22nd day of February, 1890, she left said plaintiff's home and took with her said little child, and eloped with one W. P. Maris, and plaintiff has not heard of her or seen her or said child since that time. Said W. P. Maris was and is a married man.

That ever since said 22nd day of February 1890, said defendant has been living in adulterous intercourse with said W. P. Maris.

Wherefore plaintiff prays that he may be divorced from said defendant; that the custody of said child may be decreed to him for all proper relief.

State of Ohio.

Union County ss:

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

Sworn and subscribed before me this 3rd day of October 1891.

Jason Case, J.P.

Affidavit

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Affidavit was filed James George vs. Ella George above mentioned him and

Proof of Publication

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Entry

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was made James George vs. Ella George summons all resp-ing fra denture by her. time of for one bona fi hereto W. P. defend and th prayed that th

Affidavit

6269

Afterward, on the 22nd day of October, 1891, the following Affidavit was filed with the Clerk of said Court, to-wit:

James S. George
vs.
Ella George
Court of Common Pleas,
Union County, Ohio.

James George being duly sworn says he is the plaintiff in the above entitled case; that the residence of the defendant is unknown to him and cannot with reasonable diligence be ascertained.

Sworn to and subscribed before me this 3rd day of October, 1891.
James S. George.
Jason Case, J.P.

Proof of Publication

Legal Notice.

Ella George whose residence is unknown will take notice that on the 21st day of October, 1891, James George filed his petition in the Court of Common Pleas of Union County, Ohio, being Case N^o 6269 praying a divorce from said Ella George on the ground of gross neglect of duty, and adultery, and for the custody of their minor child Leah May George. Said cause will be for hearing on and after the 28th day of November 1891.

Printer's Fees \$2.⁵⁰
The State of Ohio.
Union County ss
James George

The undersigned, being duly sworn says that a copy of the annexed notice published for six consecutive weeks in the Richmond Gazette, a newspaper of general circulation in the County of Union, the first publication beginning with October 22nd, 1891.

Sworn to and subscribed before me this 2nd day of December 1891.
(Seal) Mrs. F. A. Graham.
S. S. Gardiner, Notary Public.

Entry

6269

Afterward, on the 5th day of December, 1891, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

James George
vs.
Ella George
Journal 16, Page 92.

Now came the plaintiff, and the defendant having been legally summoned by publication, which publication the Court finds to be in all respects legal, and does approve and confirm the same, and having failed to appear the Court find her in default for answer and demurrer to said petition and that the allegations thereof are confessed by her to be true. The Court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty towards plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said James

George and Ella George be and the same hereby is dissolved and both parties are released from the obligation of the same.

It is further ordered that the custody, care, education and control of the child of the parties, Leah May, be until further order confided to the said plaintiff. And it is further ordered that the plaintiff pay the cost of this proceeding.

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 S. Price, Judge of said Court of the term of November, to-wit on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 13th day of August 1891 Melissa Harrison filed in the Clerk's Office of the said Court of Common Pleas the following Petition, against Edward Harrison, to-wit:

Petition

Melissa Harrison, Plaintiff.

vs.

Court of Common Pleas,
Union County, Ohio.

6234

Edward Harrison, Defendant.

The plaintiff says: That she has been a resident of the State of Ohio for more than one year last past, and is now a bona-fide resident of the said County of Union, in said State of Ohio. That, about 1875 in said County of Union, she was married to the defendant Edward Harrison, and she up to about the 16th day of January 1885, conducted herself toward the said Edward Harrison as a faithful and obedient wife.

That about said 16th day of January 1885, the defendant disregarding his duties as a husband willfully abandoned plaintiff, and has been willfully absent from her ever since said last named date, and for more than six years last past, without any cause or justification therefor so far as the plaintiff is concerned.

The plaintiff further avers that the defendant ever since said 16th day of January 1885 has contributed nothing whatever for the support or maintenance of plaintiff, and her child, she having as the issue of said marriage one son Cyrus A. Harrison, who is of the age of fourteen years.

That although the said defendant was a healthy and sound man, and well able to work, yet for some years prior to said 16th day of January, 1885, he neglected and did not provide for the plaintiff and her said child, the ordinary necessaries of life.

The plaintiff, for the last six years, and even prior thereto, has been compelled to support herself, and her said child with her needle without assistance from the defendant. The plaintiff has accumulated a home and a little property by her own industry and entirely without assistance from the defendant. The plaintiff therefore

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prays that she may be divorced from defendant. That the marriage relation heretofore existing between plaintiff and her said husband, may be annulled and set aside. And she asks that all of her own property be decreed to her absolutely, and free from any claim of the said Edward Harrison, and she asks the custody and care of their said child. And she asks all other and further relief which she in equity may be entitled to.
Porter & Porter,

Attorney for Plaintiff.

The plaintiff, Melissa Harrison, being sworn makes oath that the facts stated in the foregoing petition are true as she believes. She further makes oath, that the residence of the said Edward Harrison is unknown to her, and cannot with reasonable diligence be ascertained by her, and she cannot therefore make service of summons upon the defendant, or serve him with a copy of the petition within the State of Ohio. And she makes this affidavit for the purpose of obtaining service by publication.

(Signed) Melissa Harrison.

Sworn to by Melissa Harrison, the plaintiff, before me, and signed by her in my presence this 13th day of August, A. D. 1891.
Fees: -40. (Seal) J. A. Thompson, Notary Public.

Divorce Notice

Proof of Publication

Edward Harrison will take notice that his wife Melissa Harrison, did on the 13th day of August, 1891, file her petition in the Court of Common Pleas of Union County, Ohio, asking a decree of divorce from the said Edward Harrison, and that her property and the custody of her child be decreed to her she alleging as ground of divorce gross neglect of duty and wilful absence for more than three years. The said petition will be for hearing at the next term of the Court of Common Pleas within and for said County, convening on November 9th, 1891.
The State of Ohio
Melissa Harrison.

Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Marysville Tribune "a newspaper of general circulation in the County of Union, the first publication beginning with August 19th, 1891."
W. O. Shearer.

Sworn to and subscribed before me this 11th day of November 1891.
Printer's Fee. 3⁵⁰. (Seal) R. McHenry, Clerk

Entry

Afterward, on the 18th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to-wit:

6234 Melissa Harrison
vs.
Edward Harrison

Journal 16, Page 57.

This day this cause came on to be heard upon the petition of plaintiff, and the evidence - the defendant being in default for answer or demurrer, and the Court being fully advised in the premises do find, that the defendant has been duly served by publication and was legally made a party defendant herein, and the Court find the allegations of plaintiffs petition to be true, and that the defendant

has been willfully absent from plaintiff for more than three years before the filing of her petition, and has also been guilty of gross neglect towards plaintiff for more than three years before filing her petition, and all without just cause or excuse, and that therefore the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Melissa Harrison and the said Edward Harrison be and the same is hereby dissolved and set aside and both parties released from the obligation of the same.

It is further ordered that the custody, care, education and control of their son Cyrus A. Harrison be given to her until further orders of the Court. And it is further ordered, adjudged, and decreed, that she have and hold, as her own, the home property in which she lives and which she has earned herself since the absence of defendant free from all claims of the said Edward Harrison whether as a dower interest or otherwise, and that she in like manner hold all the property either real or personal which she now has the custody and possession of as her own free from any claim of said Edward Harrison whether as dower or otherwise.

And it is adjudged that the defendant pay the costs herein taxed at \$-

Wm. H. 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 November, to-wit, on the 8th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 8th day of June 1891, Robert Evans filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Nettie Evans, to-wit:

Petition

Robert Evans, Plaintiff

vs.

Court of Common Pleas.

6212

Nettie Evans, Defendant.

Union County, Ohio.

Plaintiff says: That she has been a resident of the State of Ohio for more than the year last past, and that he is now a bona-fide resident of said County of Union. That on or about the 7th day of November 1886, he was married to the defendant Nettie Evans, which marriage relation still exists. That the said defendant has been guilty of gross neglect of duty, in this: that she has abandoned her home and has refused to do or perform any of the duties of a wife. That the defendant has, in disregard of her marital duties for more than three years last past, been willfully absent from plaintiff. Wherefore plaintiff prays that

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he may be divorced from the defendant and decreed such other relief as is proper. J. C. Griffith, Attorney for Plaintiff

Summons

Afterward, on the 5th day of June, 1891, the following Summons was issued by the Clerk of said Court, as follows:

6212

The State of Ohio,

Union County, ss: To the Sheriff of Union County:

You are commanded to notify Nettie Evans that Robert Evans has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her) charging her with absence and neglect, and asking that she 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 22nd day of June A. D. 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 8th day of June 1891. R. M. Brody, Clerk.

And on the 10th 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: Received at 2 o'clock P. M. on the 8th day of June 1891.

Service	\$ 30
" " Copy	30
Copy	20
Mileage	32
Total	\$ 112

and on the 8th day of June 1891, 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 Nettie Evans, defendant.

Thomas Martin, Sheriff.

Entry

Afterward, on the 2nd day of December, 1891, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

6212

Robert Evans

vs.

Nettie Evans

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 the said defendant in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by her to be true. The Court also find that the plaintiff, at the time of filing his petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married, as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty, and has, in disregard of her marital duties for more than three years last past before the filing of the petition in this case, been willfully absent from plaintiff, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for. It is further considered

by the Court that the plaintiff pay the costs of this proceeding: and execution is awarded.

Attest
A. M. Brown Clerk,

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of November, to-wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that heretofore, to-wit, on the 8th day of April 1891, Rachel James filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Riley James, to-wit:

Petition
6169
Rachel James
vs.
Riley James
Court of Common Pleas,
Union County, Ohio.

Plaintiff says that she has been a resident of Ohio for more than a year past past and is now a bona-fide resident of Union County. That on the 16th day of February 1872, she was lawfully married to the defendant at Union County, Ohio. She further says that she has always conducted herself toward the defendant as a faithful and obedient wife, yet he, disregarding his duties as a husband has been guilty of extreme cruelty toward the plaintiff by threatening her life, cursing and abusing her, the plaintiff, striking and abusing her upon many occasions. He has also frequently threatened to cut her throat with a razor and by reasons of attack of aberration of his mind at times she fears that he will carry his threats into execution.

She therefore asks that upon the final hearing of this petition she be granted a complete divorce from said defendant and for all relief in the premises.

Rachel A. James
By J. M. Kennedy, her Attorney.

Præcipe To the Clerk:

Issue Summons and copy of petition to Sheriff of Union County, Ohio, for Riley James

Summons
6169
Afterward, on the 8th day of April, 1891, a Summons was issued by the Clerk of said Court, as follows:
The State of Ohio,
Union County, ss:

To the Sheriff of Union County:
You are commanded to notify Riley James that Rachel A. James 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

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with cruelty & and asking that she be divorced from him, and that all proper relief in the premises. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 20th day of April, 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 8th day of April A. D. 1891. (Seal) R. M. Croy. Clerk.

Sheriff's Return

And on the 8th 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:

Service	30
" on Petition	30
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Total	2 60

Received 1 o'clock P. M. on the 8th day of April, A. D. 1891, and on the 8th day of April, A. D. 1891, I served the same by leaving at the usual place of residence of the defendant a true copy thereof with the indorsements thereon together with a certified copy of the petition.

Thomas Martin, Sheriff.

Notice

Afterward, on the 16th day of November, 1891, the following notice was filed with the Clerk of said Court, to wit:

6169

Rachel A. James

vs.

Riley James

Court of Common Pleas,
Union County, Ohio.

The defendant will take notice that the plaintiff will apply to the Honorable John A. Price, Judge of the Court of Common Pleas at the Court House at Marysville, Ohio, on Wednesday the 18th day of November for an allowance of alimony pending the above suit. Said motion will be supported by affidavits or otherwise. Rachel A. James.

By J. M. Kennedy, her Attorney

Motion

Afterward, on the 16th day of November, 1891, a motion was filed with the Clerk of said Court, to wit:

6169

Rachel A. James

vs.

Riley James

Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff Rachel A. James and moves the Court for an order for an allowance for alimony pending the above suit.

Rachel A. James

By J. M. Kennedy, her Attorney.

Amended Petition

Afterward, on the 9th day of October, 1891, an Amended Petition was filed with the Clerk of said Court, to wit:

6169

Rachel James

vs.

Riley James.

Court of Common Pleas, Union County, Ohio.

Plaintiff says that she has been a resident of the State of Ohio for more than a year last past and is now a bona-fide resident of Union County; that on the 16th day of February 1872 she was married to the defendant at Union County, Ohio.

She further says that she has always conducted herself toward the defendant as a faithful and obedient wife, yet he disregarding his duties as a husband has been guilty of extreme cruelty toward the plaintiff by threatening her life, cursing and abusing her, striking her and so mistreating her at frequent times as to put her in great fear. He has also frequently threatened to cut her throat with a razor and has so demeaned himself that she fears he will carry his threats into execution. He is the owner of a house and lot of land in Milford Centre, Ohio, worth about \$1200⁰⁰, and some other property, and she is entirely without any means of support except her own labor.

She further states that there were born to them during said marriage, Allie James 16 years March 1st, 1892; Ira James 14 years past; Lena James 12 past; Minnie James 9 past; Bertie 8 years old; Stacie 3 past; Riley James, Jr. 2 past. Said defendant is wholly unfit to have the care, control and education of said children, he, defendant being cruel, abusive and at times dangerous to be with.

She therefore asks that she be divorced from said defendant Riley James and that she have the custody, care, control and education of said children and that she be decreed reasonable alimony from said property of said defendant and for all proper relief.

Rachel A. James.

By J. M. Kennedy, her Attorney

Entry

6169

Afterward, on the 20th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court.

Rachel A. James

vs.

Riley James

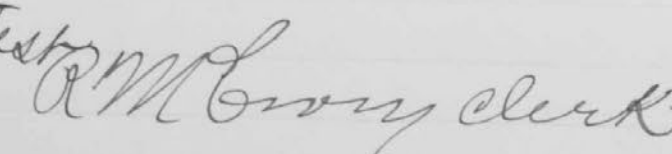
Journal 16, Page 60.

This day this cause on to be heard upon the petition and exhibits of plaintiff, and the Court being fully advised in the premises do find for the plaintiff, as follows:

1. That they were married, as alleged in the petition.
2. That the defendant has been guilty of cruelty toward the plaintiff.

It is further found by the Court that all questions of alimony or support growing out of his estate has been settled by the parties, and that she shall have no further claim as dower or alimony growing out of said defendant's estate.

It is thereupon considered and adjudged by the Court here that the plaintiff be granted a complete divorce from the defendant upon the payment of the costs herein taxed, at \$--- and that the defendant have the care, and custody, and control of their said children with privilege granted to the --- to visit them at all reasonable times.

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 Clerk

Petition

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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. Poyer, Judge of said Court of the term of November, to-wit, on the 9th day of November 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 April 1891, Eleanor Tatum filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William J. Herbert et al.

Petition

Eleanor Tatum, Plaintiff

vs.

6185

William J. Herbert, Alira A. Herbert, his wife, Richard Clayton, James R. Kratcher, Rebecca Myers, Charles E. Wharton, Charles C. Schappelear ^{and} William Atkinson Defendants.

Court of Common Pleas,
Union County, Ohio.

First Cause of Action:

Defendants, William J. Herbert, Alira A. Herbert ^{and} Richard Clayton, are indebted to plaintiff in the sum of two thousand dollars, which plaintiff claims with interest at seven per cent, from March 1st, 1891, on a promissory note, of which the following is a copy with all indorsements:

§ 2000⁰⁰. Richmond Indiana, June 6th, 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's 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 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.

(Signed) William J. Herbert,
Alira A. Herbert.

The following is the only indorsement: "Pay to the order of Eleanor Tatum, without recourse on me. (Signed) Joseph J. Dickinson. Two of the Interest Coupons mentioned are due and unpaid and this note therefore now due. There are no credits on

said note. Part of the premises made security for this note have been sold for taxes, and this note is also for that reason now due.

In a warranty deed from said William J. Herbert and Alora A. Herbert to the said Richard Clayton conveying a part of the premises mortgaged to secure the payment of the above note and interest, the said Richard Clayton assumed the payment of said note and interest thereon in lieu of the payment of a part of the purchase money for said premises.

Second Cause of Action:

The defendants, William J. Herbert, Alora A. Herbert and Richard Clayton are indebted to plaintiff in the sum of one hundred dollars being the five per cent. Attorney's fees, as stipulated in the note given under first cause of action to be paid upon said principal sum of two thousand dollars. Said agreement for the payment of Attorney's fees is good and valid by the laws of the State of Indiana, where said agreement was made and where the same is payable. The said Richard Clayton assumed the payment of the same.

Third Cause of Action:

The defendants, William J. Herbert, Alora A. Herbert, and Richard Clayton, are indebted to plaintiff in the sum of seventy dollars which plaintiff claims with interest at 8 per cent. (payable semi-annually) from September 1st, 1890, on a certain interest coupon note, attached to the principal note given under first cause of action and subject to the conditions thereof of which the following is a copy:

" 870 " Richmond, Indiana, June 6th, 1888.
" September 1st, 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.
" (Signed) William J. Herbert
" Alora A. Herbert.

The following is the only indorsement: "Pay to the order of Eleanor Tatum without recourse on me."

(Signed) "Joseph J. Dickinson".
There are no credits. Said Richard Clayton assumed the payment of said interest coupon note in manner aforesaid.

Fourth Cause of Action:

The defendants, William J. Herbert, Alora A. Herbert and Richard Clayton are indebted to plaintiff in the further sum of seventy dollars, which plaintiff claims, with interest at eight per cent. (payable semi-annually) from the first day of March, 1891, upon a certain other interest coupon note, attached to the principal note given under first cause of action and subject to the same conditions, of which coupon note the following is a copy:

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870⁰⁰. Richmond Indiana, June 6th 1888.

March 1st 1891, 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.

(Signed) William J. Herbert
Alvira A. Herbert.

The following is the only indorsement: "Pay to the order of Eleanor Tatum, without recourse on me."

Signed Joseph J. Dickinson

There are no credits. The said Richard Clayton assumed the payment of said interest coupon note in manner aforesaid.

Fifth Cause of Action:

At the time of delivering said principal note and interest coupons notes and to secure the payment of the same and said Attorney's fees, the defendants William J. Herbert and Alvira A. Herbert duly executed and delivered to said 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 N^o 335-1.

Beginning at the north-west corner of Kadham, or Third Street and Main Street in the village of Marysville: thence north 5° east about 94 feet with the west margin of said Main Street, to the south-east corner of a parcel of land conveyed to P. B. Cole by Samuel Turner (the Executor of Robert Turner deceased) May 29th 1869: thence with the south line of said parcel of land north 85° west 198 feet to a stake: thence south 5° west about 94 feet to a stake in the north margin of said Third Street: thence south 85° east 198 feet to the beginning containing one-half acre more or less.

Also the whole of In Lot N^o 4 (four), and 3 (three) feet off the north side of In Lot N^o 9 (nine) in said village of Marysville. Said mortgage was upon condition that if the said William J. Herbert and Alvira A. Herbert or either of them should pay or cause to be paid unto the said Joseph J. Dickinson their promissory note of even date therewith (a copy of which is given under first cause of action), and ten interest coupon notes attached thereto and of even date therewith (a copy of two of the same being given above under third and fourth causes of action) as they severally become due and the interest thereon, then to be void - otherwise to be and remain in full force and virtue.

Said mortgage also contained a condition that should any of the coupons mentioned remain unpaid, or any part thereof, after they severally become due, then the whole principal sum and all accrued interest should become due at the option of the holder

of said principal note and interest coupons.

Said conditions have not been complied with and said mortgage has become absolute.

On the 11th day of June, at 4-5 o'clock P.M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio and was duly recorded in Book 27, Page 96 of his records. Said mortgage has been duly assigned to plaintiff.

The defendants, James K. Hatcher, Rebecca Piers, Charles E. Wharton, Charles E. Chapplear and William Atkison have, or claim to have some liens, or interest in said premises, but plaintiff avers that the claim of each and every one of them is subordinate to plaintiff's claim unless it be that of Charles E. Wharton, and he asks that they be made parties defendant herein and be compelled to set up their respective claims or be forever cut off from asserting the same.

Plaintiff therefore, asks judgment against the defendants William J. Harbert, Alura B. Harbert and Richard Clayton in said sum of two thousand dollars and interest at seven per cent. from March 1st, 1891; one hundred dollars as Attorney fees; seventy dollars and interest thereon at eight per cent. payable semi-annually from September 1st, 1890; and seventy dollars and interest thereon at eight per cent. from March 1st, 1891.

Plaintiff further asks that in case of default in the payment of the amount now payable, or that may become payable before judgment herein said mortgage may be foreclosed and said premises sold free of all claims of all the defendants herein, and the proceeds applied to the payment of said judgment, and for such other relief as is proper.

J. E. Griffith,

Attorney for Plaintiff.

J. E. Griffith, being first duly sworn, says that he is attorney for the plaintiff herein, duly authorized in the premises; that said plaintiff is not a resident of Union County, Ohio, and that he believes the facts stated in the foregoing petition are true.

J. E. Griffith.

Sworn to and subscribed before me this 2nd day of May 1891.

J. W. Tilton, Notary Public in and for Union County, Ohio.

To the Clerk:

Issue Summons to the Sheriff of Union County, Ohio, for Charles E. Wharton, ^{3rd} to the Sheriff of Madison County, Ohio for William Atkison, returnable according to law. Indorse: Personal Judgment and Foreclosure.

Marysville, Ohio, May 2nd, 1891.

We, the undersigned, hereby waive the issuing and service of summons in this action, and voluntarily enter our appearance therein.

Alura A. Harbert, W. J. Harbert, ^{3rd} Rebecca Piers,

Per W. T. Hoopes, Attorney.

Charles E. Chapplear.

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Marysville, Ohio - May 8th, 1891.

I hereby waive the issuing and service of summons in this action and voluntarily enter my appearance therein. James St. Hatcher
Per W. F. Hoopes, Attorney

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To the Clerk:

Issue Summons in the above entitled case to the Sheriff of Pike County, Ohio, for Richard Clayton, returnable according to law. Indorse: "Personal Judgment and Foreclosure."
Filed May 6th, 1891. J. O. Griffith, Atty. for Plff.

Summons

Afterward, on the 2nd day of May, 1891, the following Summons was issued by the Clerk of said Court, indorsed as follows:

6185 The State of Ohio,
Union County

To the Sheriff of said County:

You are hereby commanded to notify Charles E. Wharton (im-pleaded with others) that he has been sued by Eleanor Tatum in the Court of Common Pleas of Union County, and must answer by the 30th 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 11th day of May A. D. 1891.

Witness my hand and the seal of said Court, this 2nd day of May, A. D. 1891. (Seal) R. M. Leroy, Clerk.

Indorsed: "Personal Judgment and Foreclosure"

Sheriff's Return

And on the 9th 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: The State of Ohio,
Union County

Ser ^y Return	3	30
Mileage		32
Copy		20
Total	3	82

Sheriff's Return.

Received this writ May 2nd, 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the indorsements thereon to the within named Charles E. Wharton on the 8th day of May 1891. Thomas Martin, Sheriff.

Summons

Afterward, on the 2nd day of May, 1891, the following Summons was issued by the Clerk of said Court, to wit:

6185 The State of Ohio,
Union County.

To the Sheriff of Madison County:

You are hereby commanded to notify William Atkison (im-pleaded with others) that he has been sued by Eleanor Tatum in the Court of Common Pleas of Union County, and must answer by the 30th 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 11th day of May, 1891.

Witness my hand and the seal of said Court this 2nd day of May 1891. (Seal) R. M. Leroy, Clerk.

Indorsed: "Personal Judgment and Foreclosure"

Sheriff's Return

And, on the 11th 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: The State of Ohio.

Ser. ^{ms} Return	53
Mileage	320
Copy	25
Total	400

Madison County Sheriff's Return
 Received this writ May 2nd, 1891, at 4 o'clock P.M. and served same on May 6th, 1891, by leaving at the usual place of residence of the within named defendant William Atkinson a true and duly certified copy of this writ with all of the indorsements thereon.
 Benj. Emery, Sheriff, Madison County.

Summons

Afterward, on the 6th day of May, 1891, the following Summons was issued by the Clerk of said Court, indorsed as follows:

6185

The State of Ohio,
 Union County

To the Sheriff of Pike County:

You are hereby commanded to notify Richard Clayton (impleaded with others) that he has been sued by Eleanor Tatum in the Court of Common Pleas of Union County, and must answer by the sixth 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 18th day of May, A.D. 1891.

Witness my hand and the seal of said Court this 6th day of May, A.D. 1891. (Seal) R. M. Emery, Clerk.

Indorsed: "Personal Judgment" & "Enclosure."

Sheriff's Return

Afterward, on the 11th 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: The State of Ohio.

Ser. ^{ms} Return	\$ 60
Copy	25
Doc. & Record	30
Mileage	224
Indexing	\$ 12
Postage	12
Total	\$ 353

Pike County Sheriff's Return
 Received this writ May 7th, 1891, at 4-30 o'clock P.M. and served same by leaving a true and certified copy of this writ at the usual place of residence of the within named Richard Clayton on May 8th, A.D. 1891.

John Vallery, Sheriff
 By M. Hunt, Deputy.

Answer

cross Petition

of Charles E. Wharton

6185

Afterward, on the 25th day of May, 1891, nd Answer ^g cross-Petition was filed with the Clerk of said Court, to wit:

The State of Ohio,
 Union County ss

In the Court of Common Pleas.

Eleanor Tatum, Plaintiff

vs.

William J. Herbert et al

Defendants.

And now come Charles E. Wharton who was made defendant in the above entitled action, and by way of cross petition for his cause of action, says:

That on the 21st day of January, 1890, the said defendant, and cross-petitioner received from the Auditor of Union County a Tax Certificate a true copy of which, with all credits and

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indorsements thereon is in the words and figures following, to-wit:
Auditor's Office, Union County, Ohio, Marysville, January 21st 1890.

I certify, that Tax Lots 4 & 9, Marysville was this day sold for taxes to C. E. Wharton for the sum of seventy-one dollars & twenty-three cents, being two lots charged for taxation, and offered for sale in the name of W. J. Harbert & Alira Harbert.

Geo. M. M^r Peck, County Auditor.

That said certificate is due, and no payments have been made thereon. That there is now due the defendant and cross-petitioner on said certificate from said defendants W. J. & Alira Harbert the sum of one hundred and seven ⁹⁴/₁₀₀ dollars (\$107.⁹⁴/₁₀₀) being the amount of said certificate, and the taxes with all penalties, and interest on said lots for the year 1890 together with penalties and interest thereon, as allowed by law, for which amount the defendant and cross-petitioner asks that it be allowed him.

The defendant and cross-petitioner have by said certificate a good and valid claim upon the premises therein described, which is the first and best lien thereon from the 21st day of January, 1890, and all allegations made by any person, or any pleadings in this case to the contrary are false and untrue.

Wherefore the defendant and cross-petitioner pray judgment against said defendants W. J. Harbert, and Alira Harbert for said sum of one hundred and seven ⁹⁴/₁₀₀ dollars (\$107.⁹⁴/₁₀₀) itemized as follows:

January 21 st , 1890, delinquent taxes,	\$71. ²³ / ₁₀₀
January 21 st , 1890, Auditor's transfer,	20
December tax, 1890,	4.81
June tax, 1891,	<u>4.80</u>
Interest & Penalty,	<u>26.00</u>
Total,	\$107. ⁰⁴ / ₁₀₀

And the defendant and cross-petitioner further prays that the priority of the several liens on said mortgaged premises may be established, that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied, first, to the payment of said taxes; second, to payment of the costs of this action; and that he may have such other and further relief as in equity he is entitled to.

The State of Ohio,
Union County ss:

Charles E. Wharton being duly sworn says that he is the above defendant as stated, and that the matters and things set forth in the foregoing answer and cross petition are true as he verily believes.

Charles E. Wharton.

Sworn to by said Charles E. Wharton, before me, and by him subscribed in my presence, this 25th day of May, 1891.

James B. Cole,
Notary Public.

(Seal)

Answer
 Cross-Petition
 of
 William Atkison

Afterward, on the 27th day of May, 1891, an Answer & Cross-Petition was filed with the Clerk of said Court, to-wit:

Eleanor Tatum, Plaintiff
 vs.
 William J. Herbert et al.
 Defendants

Court of Common Pleas,
 Union County, Ohio.

6185 The defendant William Atkison for answer and cross-petition says that he was grantee in a deed from James Hunt and wife of the property described in plaintiffs petition as "containing one-half acre more or less": that his deed was duly recorded in Deed Records of Union County, Volume 68, Page 16, January 29th, 1891, and that he is still owner thereof. He denies that he is indebted to this plaintiff in any sum whatsoever.

State of Ohio,
 Madison County ss:

Howard C. Black, Attorney
 for William Atkison.

William Atkison, being duly sworn says that the facts set forth in the foregoing answer and cross-petition are true as he verily believes. (Signed) William Atkison.

Sworn to and subscribed in my presence this 27th day of May, 1891. Emmett C. Bigelow, J.P. in & for Darby Township Madison County, Ohio.

Entry
 6185

Afterward, on the 2nd day of June, 1891, the following Entry was made on the Journal, by the Clerk of said Court.

Eleanor Tatum
 vs.
 Wm J. Herbert et al

Journal 15, Page 535.

Leave to file amended answer and cross-petition of William Atkison having first been obtained from the Court the same is hereby filed.

Amended
 Answer
 Cross-Petition
 6185

Afterward, on the 2nd day of June 1891, an Amended Answer was filed with the Clerk of said Court.

Eleanor Tatum, Plaintiff
 vs.
 Wm J. Herbert, et al. Defendants

Court of Common Pleas
 Union County, Ohio.

William Atkinson, one of the defendants for answer and cross-petition says: that on or about the 15th day of January, 1891, he became owner of that property described in the plaintiffs petition as being "one half acre more or less". That said ownership came through a warranty deed from James Hunt and wife which deed was recorded in Union County Records Volume 68, Page 16.

That subsequently thereto he, Atkison, became owner of a certain promissory note secured by mortgage on said premises of which the following is a copy.

May 7th, 1890.

" I promise to pay James H. Hatcher or order, five hundred dollars with six per cent. per annum until paid. This instrument is secured by mortgage.

(Signed
 Indorsed
 J. K. H. G.
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Cross-Petition

(Signed) Thomas C. Hatcher
Mary C. Hatcher.

Indorsed: "I hereby sell and transfer this note to, without recourse,
J. H. Hatcher."

The mortgage securing said note was duly recorded in
Mortgage Records of Union County, Ohio, July 21st, 1890. Volume 28
Page 624. Said note is wholly unpaid. That this defend-
-ant is indebted to plaintiff in no sum whatsoever. That the
attorney fee of one hundred dollars claimed in the petition is
usury, and should not be granted.

Wherefore said defendant William Atkison, asks that his
interest be protected by the Court, and for judgment against said
Thomas C. Hatcher, and Mary C. Hatcher, and for such other relief
as is proper. Howard C. Black, Attorney for W^m Atkison.

State of Ohio,
Madison County ss:

William Atkison being duly sworn says that the facts and
allegations set forth in the foregoing answer and cross-petition, are
true as he verily believes.

(Signed) William Atkison.

Sworn to before me this first day of June, A. D. 1891.

J. F. Black, Notary Public in^{and} for
Madison County.

(Seal)

Motion

Afterward, on the 25th day of August, 1891, the following Motion
was filed with the Clerk of said Court, to-wit:

6185 Eleanor Tatum

vs.

W^m J. Harbert et al

Court of Common Pleas,
Union County, Ohio.

Plaintiff moves that permission be granted her to file
a supplemental petition in this case, for the reason that since
the commencement of this action her lien upon the premises in
said petition described has become greater than the amounts there
asked for. J. E. Griffith, Attorney for Plaintiff.

Entry

Afterward, on the 25th day of August, 1891, the following
Entry was made on the Journal by the Clerk of Court, to-wit:

6185 Eleanor Tatum

vs.

W^m J. Harbert, et al

Journal 15, Page 563

On motion, the plaintiff herein now, by leave of Court
files a supplemental petition in this case.

Supplemental
Petition

Afterward, on the 25th day of August, 1891, a Supplemental
Petition was filed with the Clerk of said Court, to-wit

6185 Eleanor Tatum, Plaintiff.

vs.

W^m J. Harbert et al. Defendants
State of Ohio,
County of Union, ss:

In the Court of Common Pleas.

Supplemental Petition.

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Now comes the plaintiff, and by way of supplemental petition says that the mortgage mentioned and described in her original petition as given to secure her claim, contained in addition to the conditions therein set out the following provision:

"And the said mortgagors hereby covenant and agree that until full payment is made of all the moneys hereby secured, they will keep the buildings on said land, or that may be hereafter erected thereon, insured in the sum of two thousand dollars in some reliable Insurance Company. 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 said mortgage, 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 mortgage may procure and pay for such insurance, and the said mortgagors expressly agree to repay 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."

Said buildings have not been kept insured agreeable to said condition, and the plaintiff, since the filing of her original petition, has been compelled to pay and has paid the sum of thirty-two dollars in order to keep said buildings insured in the said sum of two thousand dollars.

Plaintiff therefore asks that from the proceeds arising from the sale of the premises in said petition described, she be allowed and paid said sum of thirty-two dollars with interest at eight per cent. per annum from August 25th, 1891, in addition to the judgment prayed for in said original petition.

J. E. Griffith,

Attorney for Plaintiff.

J. E. Griffith, being duly sworn, says that he is the attorney of the plaintiff in this action, duly authorized in the premises: that said plaintiff is a non resident of this County, and that he believes the statements made in the foregoing supplemental petition are true.

J. E. Griffith.

Sworn to and subscribed before me this 25th day of August 1891.

(Seal)

R. M. Crony, Clerk

By W. M. Wight, Deputy.

Entry

Afterward, on the 30th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6183-

Eleanor Tatum

vs.

Journal 16, Page 75.

Wm J. Herbert et al

This cause now coming on for hearing upon the pleadings and the evidence, the Court finds that all the defendants have been duly served with summons in this case or have voluntarily entered their appearance therein, and that William J. Herbert, Alira A. Herbert, Richard Clayton, James K. Hatcher and

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Charles E. Wharton are all in default for answer and demurrer and that the allegations of the various pleadings are thereby confessed by them to be true.

The Court further finds from the pleadings and the evidence upon the same being submitted, that there is due to the plaintiff from the defendants William J. Herbert, Alira A. Herbert and Richard Clayton, on the promissory note and interest coupon interest notes set forth in the petition, with interest to the first day of this term, the sum of two thousand two hundred and forty seven and $\frac{23}{100}$ (2247. $\frac{23}{100}$) dollars, and also one hundred ($\$100^{\text{00}}$) dollars attorney's fees as asked for in said petition and $\$12^{\text{25}}$ as asked for in plaintiff's supplemental petition being the amount expended by plaintiff - with interest to the first day of this term - for insurance upon the premises first described in the petition, for the benefit of said defendants - making the whole amount due the plaintiff from said defendants, with interest to the first day of this term, the total sum of $\$2359^{\text{48}}$.

The Court further finds that, in order to secure the payment of said notes, insurance and attorney's fees the defendants William J. Herbert, and Alira A. Herbert, his wife, executed and delivered to Joseph J. Dickinson their certain mortgage, as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 27, Page 96 of the Records of Mortgages of Union County, Ohio, and is the first and best lien on the premises first described in petition, and the first and best lien on the premises last described in said petition except the lien of the defendant Charles E. Wharton, for taxes, interest and penalty on the same; that said mortgage was duly assigned by the said Joseph J. Dickinson to Eleanor Tatum, the plaintiff herein; and that the conditions of said mortgage have been broken.

The Court further find that the defendant William Atkison is now the owner in fee simple of the equity of redemption of the premises first described in the petition, and as such is entitled to any surplus there may remain of the money there may remain from the sale of said premises, after plaintiff's claim, taxes, if any and the costs of this action are satisfied.

The Court further finds that there is due the defendant, Rebecca Pyers, from her co-defendant William J. Herbert on the note set up in the cross-petition of the said Rebecca Pyers, including interest to the first day of this term, the sum of - - - - dollars; and that to secure the payment of said note - the defendants William J. Herbert and Alira A. Herbert, his wife, executed and delivered to said Rebecca Pyers their certain mortgage as in her cross petition described, and on the premises therein described - being the premises last described in plaintiff's petition; that said mortgage was duly recorded in Book - - Page - - of the records of mortgages of said County, and is a good and valid lien - after the lien of the plaintiff and the lien of Charles E. Wharton for taxes and interest, and

penalty thereon - on said premises for the amount so due to the said Rebecca Pyers.

The Court further find that the defendant Charles E. Wharton is entitled out of the proceeds arising from the sale of the premises last described in plaintiffs petition - if the same shall be sold - to be first paid the sum of \$ - - - dollars.

It is therefore considered by the Court that the plaintiff recover from the defendants, William J. Harbert, Alira A. Harbert, and Richard Clayton the said sum of \$2359.⁴⁵ that the defendant Charles E. Wharton recover out of the proceeds of the premises last described if sold the sum of - - - dollars; that the defendant Rebecca Pyers recover from her co-defendant, William J. Harbert the said sum of - - - dollars as heretofore respectively found due them; and it is further adjudged and decreed that, unless said defendants, William J. Harbert, Alira A. Harbert, and Richard Clayton shall this day 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 her, and unless the defendant William J. Harbert shall this day pay to the defendant Rebecca Pyers, the amount found due her, with interest from November 9th, 1891, and with interest at six per cent. upon \$100⁰⁰ of plaintiffs claim and with 8 per cent. interest upon the balance of plaintiffs claim from November 9th, 1891, that then the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefor the Sheriff of Union County, Ohio directing him to appraise, advertise and to first sell the premises first described in plaintiffs petition as upon execution and then if said premises shall not sell for an amount sufficient to satisfy plaintiffs claim, any taxes there may be due thereon and the costs of this action, then that he immediately upon the same day sell the premises last described in plaintiffs petition, as upon execution, and report his proceedings to this Court for further order.

Præcipe State of Ohio,
Union County ss:
6185 Eleanor Tatum
vs.
W^m J. Harbert et al

In the Court of Common Pleas.

Filed December 1st, 1891.

To the Clerk: Issue Order of Sale.
J. C. Griffith,
Attorney for Plaintiff.

Order of Sale
Afterward, on the 1st day of December, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,
Union County ss: To the Sheriff of said County, Greeting:
Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union, on the 30th day of November 1891, Eleanor Tatum obtained a judgment and decree against William J. Harbert, Alira Harbert and Richard Clayton

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for the sum of two thousand three hundred and fifty-nine ³/₄ ⁵/₁₀₀ dollars, and seventeen ³/₄ ³/₁₀₀ dollars, costs of suit.

And whereas, it was then and there, by said Court ordered adjudged and decreed, that the said William J. Harbert, Alira Harbert and Richard Clayton within one day from the 30th day of November, 1891, pay unto the said Eleanor Tatum the said sum of two thousand three hundred and fifty nine ³/₄ ⁵/₁₀₀ dollars with interest from the 9th day of November, 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 two thousand three hundred and fifty-nine ³/₄ ⁵/₁₀₀ 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: Part of Virginia Military Survey N^o 3351.

Beginning at the north-west corner of Waldham or Third Street, and Main Street in the village of Marysville: thence north 5° east about 94 feet with the west margin of said Main Street to the south west corner of a parcel of land conveyed to P. B. Cole by Samuel Turner (the Executor of Robert Turner, deceased) May 29th 1869: thence with the south line of said parcel of land N 85° - N 198 feet to a stake: thence south 5° West about 94 feet to a stake in the north margin of said Third Street: thence south 85° east 198 feet to the beginning containing one-half acre more or less.

Also the whole of In Lot N^o (4) four ³/₄ three (3) feet off the north side of In Lot N^o 9 in the said Village of Marysville.

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 1st day of December, 1891.

R. M^o. Gray, Clerk.

And on the 11th day of January, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

The State of Ohio,
Union County ss:

Sheriff's Return.

Received this writ the 1st day of December A. D. 1891, and

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Copy of "	30
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Affidavit "	30
Writing notice	30
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Return	25
Total	\$5 07
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Printers Fee	14 30

on the 1st day of December, 1891. I called an inquest of J. B. Whelpley, M. Hopkins and A. J. Whitney 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: First at \$2500⁰⁰; Second at \$1000⁰⁰) 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 2nd day of January, 1892, 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 Eleanor Tatum, first described at \$1700⁰⁰, second described property at \$675⁰⁰ (2375⁰⁰) she being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff

Afterward, on the 11th day of January, 1892, Proof of Publication was filed with the Clerk of said Court, to wit:

Sheriff's Sale.

6185 Eleanor Tatum
vs.
Wm J. Harbert, et al

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

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday January 2nd, 1892, at or about the hour of one o'clock A. M. on said day, the following described real estate, to wit, situated in the Township of Paris, County of Union, and State of Ohio, bounded and described as follows: Part of Virginia Military Survey N^o 3351 Beginning at the north-west corner of Wadhams Street or Third Street and Main Street in the Village of Marysville: thence north 5^o east about 94 feet with the west margin of said Main Street to the south-west corner of a parcel of land conveyed to P. B. Cole by Samuel Turner (the Executor of Robert Turner, deceased) May 29th, 1869: thence with the south line of said parcel of land north 85^o west 198 feet to a stake: thence south 5^o west about 94 feet to a stake in the north margin of said Third Street: thence south 85^o east 198 feet to the beginning containing one-half acres, more or less.

Also the whole of In Lot N^o (4) four and (3) feet off the

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north side of In Lot N^o (7) nine, in said village of Marysville.
First tract appraised at \$2500⁰⁰; Second tract appraised at \$1000⁰⁰
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 December 2, 1891. W. O. Shearer.

Sworn to and subscribed before me, this 11th day of January, 1892.
(Seal) R. M^o Leroy, Clerk
By W. M. Winget, Deputy.

Motion

Afterward, on the 18th day of January, 1892 a motion was filed with the Clerk of said Court, to wit:

6185

Eleanor Tatum
vs.
W^o J. Herbert et al

Court of Common Pleas,
Union County, Ohio.

Plaintiff moves that the sale heretofore made be confirmed. J. B. Griffith, Attorney for Plaintiff.

Entry

Afterward, on the 18th day of January, 1892, the following Entry was made on the Journal by the Clerk of said Court.

6185

Eleanor Tatum
vs.
William J. Herbert et al

Journal 16, Page 41.

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 former 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, Eleanor Tatum, by deed according to law the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders, in said premises, for the protection of her title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgages herein sued on or owned by others who were made defendants, to be entered on the records thereof, in the office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale, amounting to twenty-three hundred and seventy-five (2375⁰⁰) dollars, it is ordered that the Sheriff, out of the money in his hands, pay

First: To the Treasurer of this County the taxes, penalty and

interest against said property, to wit, the sum of \$71.²⁷ and to the defendant herein, Charles E. Wharton the amount due him for taxes paid on said property, including penalty and interest to wit, the sum of \$116.⁰⁰

Secondly: The costs of this action taxed at \$54.²⁶

Thirdly: To the plaintiff, Eleanor Tatum, the balance of the said money remaining in his hands, to wit, the sum of \$2132.⁸⁷ to be applied as a credit upon her judgment against the said defendants William J. Hearbert, Alvira A. Hearbert and Richard Clayton. And there still remaining due to the said Eleanor Tatum the sum of \$252.⁴¹ it is considered that he recover the same from the defendants, William J. Hearbert, Alvira A. Hearbert and Richard Clayton; and execution is awarded therefor.

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 November to wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one

Copy of Bond

On the 2nd day of May, 1890, a copy of Appeal Bond was filed with the Clerk of said Court, as follows:

James H. Myers
vs.
John M. Perkins
Rachel J. Perkins

Judgment before C. D. Rogers, J. P.

Whereas, on the 25th day of April, A. D. 1890 the said James H. Myers obtained judgment against the said John M. Perkins and Rachel J. Perkins on the docket of C. D. Rogers, J. P. for fifty cents and costs taxed at forty-four ⁵⁴/₁₀₀ dollars (\$44.⁵⁴) and the said John M. Perkins and Rachel J. Perkins intends to appeal therefrom to the Court of Common Pleas of Union County now therefore J. Joseph Stiner of Dover Township hereby promise and undertake in the sum and to the amount of one hundred dollars that if judgment the said appellants if judgment be adjudged against them or either of them on the appeal will satisfy such judgment and costs and also that said appellants will prosecute their appeal to effect and without unnecessary delay.

Taken, executed and acknowledged before me and surety approved this 30th day of April, 1890.

C. D. Rogers, J. P.

Motion

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Afterward, on the 23^d day of June, 1890, the following motion was filed with the Clerk of said Court, to-wit:

James H. Myers

vs.

John M. Perkins et al

Court of Common Pleas,

Union County, Ohio.

Now comes the plaintiff James M. Myers and moves the Court here to require the defendants to give additional security on said Bond for the appeal of this cause for the reason that J. A. Stiner is wholly insufficient and irresponsible, not being worth more than his present indebtedness and would be wholly irresponsible to respond to execution issued on any judgment other than the indebtedness now standing against him in the shape of vendors liens and mortgages already on his real estate.

J. M. Kennedy,

Attorney for Plaintiff.

Answer

5982

Afterward, on the 16^d day of January, 1891, an Answer was filed with the Clerk of said Court, to-wit:

James H. Myers, Plaintiff

vs.

John M. Perkins et al. Defendant

Court of Common Pleas,

Union County, Ohio.

The defendant John M. Perkins says: That on or about the 15^d day of April, 1890, the above named plaintiff commenced an action against the defendant to recover the possession of one dark roan mare 6 years old and one yearling bay colt and that such proceedings were had that on the 25^d day of April, 1890 said plaintiff recovered a judgment against defendant for the sum of fifty cents and costs amounting to \$44.⁰⁰. The said proceedings were before Clark Rogers, Justice of the Peace of Dover Township, Union County, Ohio. That on the 30^d day of April 1890 the defendant put in his bond for appeal which was approved by said Justice of the Peace and on the 2^d day of May 1890 the said defendant caused a transcript of said judgment and proceedings to be filed in this Court and his appeal was then perfected.

The said plaintiff has neglected and failed to file a petition and failed to prosecute his said suit to final judgment wherefore this defendant files this his answer in said case and says: That he denies that at the time this suit was commenced he wrongfully or unlawfully detained said mare or colt and denies that the plaintiff was entitled to the possession of the same.

Second: Further answering and by way of cross petition this defendant says: That for many years last past he has been a resident freeholder in said Dover Township in said County of Union. That on the morning of the 15^d day of April last he found the said mare and colt running at large in and upon the public highway near the defendants residence, and that he took the same up and confined them in his field or pen near his stable, and fed them hay, and forthwith gave notice of the

same to the plaintiff. That the Township Trustees of Dover Township have not erected therein any pound, and there is now at the time this action was brought was no public pound in said Township.

After receiving notice that the defendant had taken up said mare and colt the plaintiff went at once before said Justice of the Peace and brought this action in replevin and caused the said property to be delivered to him under the replevin writ issued by said Justice of the Peace. Said plaintiff at no time made demand for said property and never made any offer of compensation for taking them up and caring for them and made no claim to defendant that they had escaped from him, but without coming near the said defendant or said property went in an opposite direction to said Justice of the Peace and commenced this action.

Wherefore this defendant says that he acted in pursuance of law when he took said property up and gave notice and that his possession of the same at the time this action was commenced was lawful, and that although the plaintiff was the owner of said property he did not have the right to the immediate possession of the same, and that by reason of the premises the defendant is entitled to compensation for taking up said property and caring for the same and giving notice to plaintiff which plaintiff claims would be worth three dollars.

Wherefore the defendant asks judgment against said plaintiff for the sum of three dollars and for cost of suit and all proper relief. J. L. Cameron, Attorney for Defendant.

The State of Ohio,
Union County, ss:

John M. Perkins being sworn says: the facts stated in his foregoing answer are true as he believes.

(Signed) John M. Perkins.

Sworn to before me and signed in my presence this 16th day of January, 1891. R. M. Erory, Clerk of Court.

(Seal)

Entry
5982
Afterward, on the 17th day of February, 1891, the following entry was made on the Journal by the Clerk of said Court.
James H. Myers

or
John M. Perkins et al
Journal 15, Page 474.

This day came the parties and this cause came on to be heard upon the motion of defendant to require additional security on appeal and was argued by counsel and submitted.

On consideration whereof the Court being fully advised in the premises does overrule said motion and grant the plaintiff 20 days in which to file a petition.

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Petition

Afterward, on the 26th day of February, 1891, the following Petition was filed with the Clerk of said Court, to-wit:

James H. Myers

Court of Common Pleas,
Union County, Ohio.

5982

John M. Perkins et al

The said plaintiff, James H. Myers, for a cause of action against the defendant John M. Perkins says that he is the general owner of the following goods and chattels and entitled to the immediate possession thereof, to-wit: one dark roan mare 6 years and one bay colt.

He further says, that the said defendant wrongfully detains in his possession from the plaintiff all the said goods and chattels and did detain and had so detained the possession of said goods and chattels for the space of six hours next before the commencement of this action and willfully deprived the plaintiff of all use and benefit thereof during all said time to plaintiff's damage of - - - dollars.

Plaintiff further says that said defendant in order to get possession of said property entered in and upon the premises of the plaintiff and unhitched and removed said property from the barn and premises of said plaintiff where the same was securely fastened and took the same and hitched and fastened the same in his own barn yard and then and there detained them claiming to have got the same into his possession under Section 4202 of the Revised Statute of Ohio for the prevention of animals running at large thereby not only illegally getting possession of the same but unlawfully retained the possession contrary to law and without any fault of the plaintiff whatever.

As to Rachel J. Perkins said plaintiff hereby dismissed his said action and withdraws the charge of detaining said property.

Wherefore the plaintiff asks for an order of Delivery to him from the defendant John M. Perkins according to the Statute in such cases made and provided and for judgment against the defendant for such wrongful detention in the sum of \$10⁰⁰ his damage sustained by reason of such wrongful detention for costs and all relief to which the plaintiff by reason of the premises may be entitled.

J. M. Kennedy,

Attorney for Plaintiff.

State of Ohio.

Union County ss:

James H. Myers, being duly sworn says the facts and allegations stated above are as he believes true.

(Signed) James H. Myers.

Sworn to by the said James H. Myers before me this the 26th day of February, A. D. 1891.

A. P. Ruggles,

Notary Public.

(Seal)

Afterward, on the 15th day of April, 1890, the following Answer was filed with the Clerk of said Court, to-wit:

Answer

James H. Myers,

vs.

Court of Common Pleas,

John M. Perkins

Union County, Ohio.

5-9-82

The defendant for answer to the plaintiffs petition says: He denies each and every allegation and averment therein contained, except that the plaintiff is, and was at the commencement of this suit the owner of the property in the petition described.

Second Defense:

For a second defense this defendant says: That for many years last past he has been a resident, and freeholder of Dover Township in said County of Union, that on the morning of the 15th day of April, 1890 he found the said mare and colt running at large in the public highway, near the defendants premises, that he took up and confined the same in his field or pen near his barn, and fed them hay, and forthwith gave notice of the same to the plaintiff. That the Township Trustees of Dover Township (being the Township where said property was taken up and confined) have not erected therein any pound, and there is and was at the time of bringing this action no public pound in said Township.

After receiving notice that the defendant had taken up said mare and colt, the plaintiff went at once before the said Justice of the Peace and brought this action in replevin, and caused said property to be delivered to him, and that he at no time made any demand for said property, or offered to pay any charges on the same, or to give any compensation for taking them up, but without coming near the defendant or making any demand, for said property, or making any claim that it had escaped from him, brought this action.

Wherefore the defendant says, that he acted in pursuance of law when he took said property up, and gave notice to the plaintiff, and that his possession of the same at the commencement was lawful, and that although the plaintiff was the owner of said property he did not have the right of possession of the same, and that by reason of the premises the defendant is entitled to compensation for taking said property up, and giving notice of the same, and for feed which the defendant claims would amount in all to three dollars.

Wherefore the defendant asks judgment against the plaintiff for said sum of three dollars with the interest thereon from the 15th day of April 1890, and for all proper relief.

J. L. Cameron,

Attorney for Defendant.

The State of Ohio,

Union County ss:

John M. Perkins being first duly sworn says the facts stated and the allegations made in his foregoing answer are true as he verily believes.
(Signed) John M. Perkins.

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April, 18

Reply

5-9-82

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Motion

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Sworn to before me and signed in my presence this 15th day of April, 1891. R. McCreary, Clerk.

(Seal)

Reply Afterward, on the 16th day of November, 1891, the following Reply was filed with the Clerk of said Court, to wit:

5-9-82

James H. Myers

vs.

John M. Perkins

Court of Common Pleas

Union County, Ohio.

For reply the plaintiff says he admits the receiving notice from the defendant as stated in his answer, and he also admits there was no public pound in said Township.

Plaintiff denies that he ever made a demand or request for his property, and says that at the time of serving the notice upon him he, the plaintiff, demanded the property of the defendant's agent who served said notice but was refused the same unless the plaintiff would pay defendant's two dollars for taking up and confining the same.

As a further reply plaintiff says that for some time prior to this and up to the time of the taking up of said horses said defendant had refused to allow the plaintiff to enter in and upon his premises and had notified the plaintiff not to enter in and upon his said premises for any purpose whatever under penalty of prosecution for said entry thereby precluding the plaintiff from entering upon said premises to make any other or further tender or demand than that made to his agent as heretofore stated in this reply, but did at said demand and tender notify the said agent of the defendant whom he sent to him with said notice and demand as herein stated that said property had escaped from his barn or was taken out of his barn and he then and there refused to pay said demand of two dollars, and by reason of said notice above stated not to enter in and upon said defendant's premises he was unable to make any further negotiations with the defendant about and concerning said property, and he denies each and every other allegation herein contained. He therefore prays as in his petition, and for all proper relief in the premises.

J. M. Kennedy, Attorney for Plaintiff.

The State of Ohio,
Union County ss:

James H. Myers being duly sworn says the facts and allegations herein contained in said reply are as he believes true.

(Signed) James H. Myers.

Sworn to, and subscribed by the said James H. Myers before me this 16th day of November, A. D. 1891.

(Seal)

A. H. Kollefrath, Notary Public.

Motion

Afterward, on the 17th day of November the following Motion was filed with the Clerk of said Court, to wit:

5-9-82

James H. Myers

vs.

John M. Perkins

Court of Common Pleas

Union County, Ohio.

The defendant moves the Court for an order striking out from the reply of the plaintiff the following matter, to wit: beginning with and including the words "as a further reply the plaintiff says for some time prior to this and up to the time to: down to and including the words "as heretofore stated in this reply." And for grounds of his motion says: that said matter is incompetent and irrelevant matter and encumbers the record.

J. L. Cameron and

John L. Porter, Attys. for Defte.

Entry

Afterward, on the 17th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court.

5982

James H. Myers

vs.

John M. Perkins

Journal 16, Page 55.

This day came the parties herein by their attorneys, also came the following named persons, as jurors, viz:
1st. Justus Scheidter, 5th. James B. Whelpley, 9th. William M^{rs}. Mannis,
2nd. John H. Shirk, 6th. George Trapp, 10th. J. R. Marsh,
3rd. Joseph Gonohoe, 7th. C. M. Ingman, 11th. N. Fremond,
4th. John Van Pease, 8th. H. W. Motley, 12th. J. M. Welsh, who were duly impaneled and sworn according to law, and thereupon this case came on for hearing on the pleadings and evidence, and the jury having heard the evidence in part, and the hour having arrived, this case was continued until 8^{1/2} o'clock tomorrow morning.

Entry

Afterward, on the 18th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court.

5982

James H. Myers

vs.

John M. Perkins

Journal 16, Page 56.

This day again came the parties and their attorneys also came the jury heretofore impaneled and sworn herein and the trial proceeded. And the jury having heard the remaining testimony, the arguments of counsel and charge of the Court retired to their room for deliberation. And now comes the said jury into open Court with their verdict in writing signed by their foreman and say:

"We, the jury, being duly impaneled and sworn find the issues in this case in favor of the defendant, and assess his damages at \$0.01. And we find that at the time of the commencement of this action the defendant had the right of possession only of the property described in the petition.

J. Van Pease, Foreman.

Entry

Afterward, on the 30 day of November, 1891, the following Entry was made on the Journal by the Clerk of Court, to wit:

5982

James H. Myers

vs.

John M. Perkins

Journal 16, Page 73.

The jury in this action having on a former day of this

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term rendered a verdict for the defendant and assessed his damages at \$0.01 and no motion for a new trial having been made;

It is therefore considered by the Court that the said defendant recover from the said plaintiff the said sum of \$0.01 together with his costs herein expended.

Entry

5982

Afterward, on the 5th day of February, 1892, the following Entry made on the Journal by the Clerk of said Court, to-wit:

James H. Myers

vs.

John M. Perkins

Journal 16, Page 132.

This day the Court on motion of Rachel J. Perkins, adjudged that she was entitled to fees as a witness in this case and that the same be paid to her by the Clerk of this Court.

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 January, to-wit, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, to-wit, on the 20th day of January, 1892, the following Petition and Answer upon Negotiable Note was filed with the Clerk of said Court, to-wit:

Petition

6320

Court of Common Pleas,
State of Ohio, County of Union
J. W. Robinson, Administrator with Will
Annexed of Abraham Smith, Deceased.

vs.

Plaintiff

J. A. Smith, D. R. Lombard, H. T. Linley
and W. S. Finley, Defendants.

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 nine hundred and ninety-three ²⁵/₁₀₀ dollars which he claims with interest at the rate of eight per cent. per annum from the 20th day of January, 1892.

Wherefore, plaintiff prays judgment against said defendants for the said sum of nine hundred and ninety-three ²⁵/₁₀₀ dollars with interest thereon at the rate of eight per cent. per annum, from the 20th day of January, A. D. 1892 and for costs of suit.

Robinson and Woodburn,

Attorney for Plaintiff.

State of Ohio,
County of Union ss:

J. W. Robinson 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, ^{and} he is the plaintiff in the case as Administrator. (Signed) J. W. Robinson.

Sworn to before me, and subscribed in my presence, this 20th day of January, 1892. R. M. Leroy, Clerk of Court.

[Seal]

Copy of Note.

\$1500⁰⁰. Plain City, January 30th, 1886.
Three years after date as principal debtors, we jointly and severally promise to pay to Alvah Smith or order at Plain City Bank, Plain City, Ohio, fifteen hundred dollars for value received with eight per cent. of interest from date, interest payable annually.

And we hereby dispense with the demand of payment of this note and authorize any Attorney-at-Law to appear for us or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio or elsewhere and waive the issuing and service of process and confess judgment against us or either of us in favor of the holder or holders of this note for the amount of said note with 8 per per cent. interest payable annually after the same shall become due. And if the interest be not paid annually to become as principal and bear the same rate of interest, together with costs of suit and release all errors and waive all rights of appeal in this behalf.

Witness our hands and seals this 30th day of January, 1886.

J. A. Smith [Seal]
D. R. Lombard [Seal]
H. T. Finley [Seal]
W. S. Finley [Seal]

Endorsed as follows:

Received April 9th, 1887, one hundred dollars on the within note.
April 21st, 1887, Received on the within twenty-two ^{3/4} ¹⁰⁰ dollars.
November 10th, 1888, Received on the within eighty-two dollars.
Paid on the within note the sum of seven hundred dollars - done this 21st day of October, A. D. 1890.
September 14th, 1891, Received on the within note the sum of three hundred ^{3/4} twenty-one ^{3/4} ¹⁰⁰ dollars.

J. W. Robinson, Administrator with the Will Annexed of Alvah Smith, Deceased.

vs.

J. A. Smith, D. R. Lombard, H. T. Finley
and W. S. Finley.

Court of Common Pleas
Union County, Ohio.

Answer

6320

J. James M. Campbell, an attorney-at-law in the several courts of record of this State, by virtue of the warrant of attorney annexed to the foregoing petition, do hereby enter the appearance of said defendants in this suit, and waive the issuance and service of process

herein, and said defendant of nine appearing costs of errors, and

J. W. Robinson

Entry

J. A. Smith

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herein, and confess judgment in favor of said plaintiff against said defendants on the note attached to said petition, for the sum of nine hundred and ninety-three ²⁷/₁₀₀ dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

Jas. M. Campbell,
Attorney for Defendant.

Entry
6320 J. W. Robinson Adm. to
vs.
J. A. Smith et al

Journal 16, Page 123.

6320

This day came the plaintiff by his attorney; also came James M. Campbell, 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 nine hundred and ninety-three ²⁷/₁₀₀ 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 defendants the said sum of nine hundred and ninety-three and ²⁷/₁₀₀ dollars together with his costs herein expended taxed at \$3. ²⁷.

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 B. Price, Judge of said Court, of the term of January, 1891, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 2nd day of October 1891, Imogene Blake filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William J. Blake, to-wit:

Petition Imogene Blake
vs.
Court of Common Pleas,
6257 William J. Blake
Union County, Ohio.

Plaintiff states:

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. That on the 7th day of July, 1890, at Union County, Ohio, she was married to the defendant and has ever since conducted herself towards him as a faithful and obedient wife. That on or about the 22nd

day of July 1890 the defendant represented to plaintiff that he owned a large estate in Europe, and desired to go there, and wished plaintiff to accompany him, and they went together to New York; and while in a Hotel in the City of New York the defendant represented to plaintiff that he had some business in the City, and persuaded plaintiff to let him have her money, to wit: the sum of \$265⁰⁰ which she then and there delivered to him. Whereupon said defendant left the Hotel and plaintiff has never seen or heard of him since.

Said defendant left plaintiff in said Hotel in New York City without money or funds five hundred miles from her home and she was obliged to invoke the financial aid of her brother to enable her to return to Union County, Ohio. That said defendant has never provided plaintiff with a single dollar worth of anything since said marriage, and plaintiff has been obliged to depend altogether on her own exertions. That said defendant was

guilty of extreme cruelty towards plaintiff, to wit: after said marriage while on the way to New York he frequently threatened her with violence; and while in Cleveland he took hold of her by her hair and jerked her violently and threatened to kill her.

Wherefore plaintiff prays that she may be divorced from the defendant and restored to her maiden name, to wit: Imogene Rosette and for all proper relief.

S. S. Gardner

Attorney for Plaintiff.

State of Ohio.
Union County ss:

Imogene Blake 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.

(Signed) Imogene Blake.

Sworn to and subscribed before me this 1st day of October, 1891.
Jason Case, J. P.

Affidavit

Afterward, on the 2nd day of October, 1891, the following Affidavit was filed with the Clerk of said Court, to wit:

6257 Imogene Blake

Or Court of Common Pleas
William J. Blake. Union County, Ohio.

Imogene Blake makes oath and says that the residence of the said defendant William J. Blake is unknown to her and cannot with reasonable diligence be ascertained.

(Signed) Imogene Blake.

Sworn to and subscribed before me this 1st day of October, 1891.
Jason Case, J. P.

Proof of

Publication was filed with the Clerk of said Court, to wit:

Legal Notice

W. J. Blake whose residence is unknown will take notice that on the 2nd day of October, 1891, Imogene Blake filed her petition in the Common Pleas Court of Union County, Ohio, being case N: 6257 praying a divorce from said W. J. Blake on the grounds of gross

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neglect of duty and extreme cruelty. Said cause will be for hearing on and after the 25th day of November, 1891.
Imogene Blake.

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 Richmond Gazette, on the 22nd day of October, 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 2nd day of December, 1891.
Printer's Fee \$2⁵⁰.

S. S. Gardner,

Probate .25,

{Seal}

Notary Public.

Entry
6257

Afterward, on the 17th day of January, 1892, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Imogene Blake

vs.

Journal 16, Page 108.

W^m J. Blake

Now came the plaintiff and produced proof of publication in this case and the Court finding the same in all respects regular and approve the same. And the defendant having been legally summoned by publication and having failed to appear the Court find him in default for answer and demurrer to the 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 the petition had been a resident of the State of Ohio for one year next preceding the same and that she was at that time a bona-fide resident of Union County, Ohio, and that the said Imogene Blake and William J. Blake 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 towards plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

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

It is also ordered that the plaintiff be and she hereby is restored to her maiden name Imogene Rosette and that she pay the costs of this proceeding taxed to -- \$.

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A. M. Brown Clerk

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the 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 January term, on the 11th day of January, in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 5th February, 1892 the following Petition and Answer upon Cognovit Note was filed with the Clerk of said Court, to-wit:

Petition

The State of Ohio,
Union County ss:

6330

James Butler, Plaintiff.

vs.

Court of Common Pleas.

George C. Welsh ^{and}

G. E. A. Welsh, Defendants

The defendants, on the 26th day of January, A. D. 1891, executed and delivered to plaintiff 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 plaintiff on said note the sum of three hundred and forty-three dollars and ninety-five cents, with interest at the rate of 8 per cent. per annum from the 26th day of January, A. D. 1891.

Wherefore plaintiff prays judgment against said defendants for the sum of three hundred and forty-three dollars and ninety-five cents, with interest thereon from the 26th day of January, 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 5th day of February, A. D. 1892.

J.ason Case, Justice of the Peace.

Copy of Note

One year after date, for value received, we jointly, and severally promise to pay James Butler or order three hundred and forty-three ^{and} ⁹⁵/₁₀₀ dollars with interest at 8 per cent. per annum with 8 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

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note becomes due, and confess judgment thereon, against us, or either of us, in favor of the payee or indorser hereof, for the sum due on said note, with all interests and costs of suit: said judgment to draw the rate of interest specified in note, after rendition until paid. We do also hereby waive all right of appeal, the stay of execution, the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, and release all errors that may accrue in the rendition of said judgment and all right to sue out any writ of error; and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 26th day of January, 1891.
 (Signed) George B. Welsh.
 C. E. A. Welsh.

The State of Ohio.
 Union County ss:
 James Butler

6330

Court of Common Pleas.

vs.
 George B. Welsh and
 C. E. A. 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 defendants, on said note, for the sum of three hundred and seventy two dollars and eight 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 Defendants.

Entry James Butler
 vs.
 George B. Welsh and
 C. E. A. Welsh

6330

Journal 16, Page 132.

This day came the plaintiff, by his attorney; also appeared in open Court, for and on behalf of said defendants R. L. Woodburn an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for three hundred and seventy-three dollars and sixty-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 defendants the sum of three hundred and seventy-three dollars and sixty-three cents, being the amount of said note with interest computed at 8 per cent. per annum from the 26th day of January A. D. 1892; and also costs herein expended taxed at 8-

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 January, to-wit, on the 11th day of January, in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 20th day of January, 1892, the following Petition and Answer upon Legavit Note was filed with the Clerk of said Court, to-wit:

Petition 6323	J. N. Robinson, Administrator with Will Annexed of Abrah Smith, Deceased, Plaintiff vs Hotchkiss Mortgage ^{3d} J. B. Mortgage, Defendants	Court of Common Pleas Union County, Ohio.
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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 seventy-four and $\frac{15}{100}$ dollars which he claims with interest at the rate of eight per cent. per annum from the 20th day of January A. D. 1892 and for costs of suit.

State of Ohio
County of Union ss:

Robinson and Woodburn,
Attorney for Plaintiff

J. N. Robinson 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, and he is the plaintiff in this case as Administrator.

J. N. Robinson

Sworn to before me and subscribed in my presence this 20th day of January, 1892.

R. M^{re} Leroy, Clerk of Court.

(Seal)

Copy of
note.

Plain City, Ohio, April 17th, 1886.

Six months after date, as principal debtors, we jointly and severally promise to pay Plain City Bank, or order, at Plain City Bank, Plain City, Ohio, four hundred and ninety-four and $\frac{3}{100}$ 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 8 per cent. interest payable annually after the same shall become due, and if the interest be not paid annually, to become as principal, and bear the same rate of interest together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this 17th day of April, 1886.

Hotchkiss Mortgage
J. B. Mortgage

Answer

J. N. Robinson
annexed

6323

Hotchkiss

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Answer
6323

J. W. Robinson, Administrator with Will
annexed of Abiah Smith, deceased

Court of Common Pleas
Union County, Ohio.

vs.
Hotchkis Mortgage, J. B. Mortgage

J. James M^c Campbell, an attorney-at-law in the several courts of record of this State, by virtue of the warrant of attorney annexed to the foregoing petition, do hereby enter the appearance of said defendants in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendants, on the note attached to said petition, for the sum of one hundred and seventy-four ⁹⁴/₁₀₀ ⁵⁵/₁₀₀ dollars being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

Jas. M^c Campbell,
Attorney for Defendant.

Entry

J. W. Robinson Admr.
vs.

Journal 16. Page 125.

6323

Hotchkis Mortgage et al.

This day came the plaintiff by his attorney; also came James M^c Campbell 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 One hundred and seventy-four and ⁹⁴/₁₀₀ ⁵⁵/₁₀₀ 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 defendants the said sum of one hundred and seventy-four ⁹⁴/₁₀₀ ⁵⁵/₁₀₀ dollars together with his costs herein expended taxed at ⁵/₁₀₀.

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 January, to-wit, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that heretofore, to-wit, on the 2nd day of October, 1891, Mary E. Carter filed in the Clerk's Office of the

said Court of Common Pleas the following Petition against Joseph Carter, to-wit:

Petition
6256
Mary E. Carter, Plaintiff
vs.
Joseph Carter, Defendant

Court of Common Pleas,
Union County, Ohio.

Plaintiff states: 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. That on or about the 2nd day of September, 1866, at Marion, Ohio, she was married to the defendant and has ever since conducted herself towards him as a faithful and obedient wife.

There were nine children born of said marriage, two of which are now minors, to-wit: Nora Carter who is 16 years of age, and Jesse Carter who is eight years old. That on or about the 5th day of August, 1888, the defendant left plaintiff without cause or provocation on her part and has been willfully absent from her ever since.

That in the month of November 1887 while plaintiff and defendant were living together, and were moving from Illinois, to Ohio, at Danville Illinois, the defendant struck plaintiff and attempted to choke her. That at various other times since said month of November, 1887, said defendant was guilty of extreme cruelty towards plaintiff - he frequently threatened her with violence - and was very abusive towards her.

That during the past eight years, defendant has failed and willfully neglected to provide for plaintiff, and his family, and has left plaintiff to support herself and family, except what assistance she has had from her children. That during most of which time defendant was able to work and provide for them.

Wherefore plaintiff prays that she may be divorced from the defendant, that the custody of said minor children be decreed to her and for all proper relief.

State of Ohio,
Union County ss

S. S. Gardiner
Attorney for Plaintiff.

Mary E. Carter being duly sworn says: She is the plaintiff in this case, that the facts and allegations in the foregoing petition are true as she verily believes.

(Signed) Mary E. Carter.

Sworn to and subscribed before me this 29th day of September 1891.
R. G. Cook, Notary Public.

(Seal)

Præcipe To the Clerk: Issue Summons and copy of Petition to Sheriff of Marion County, returnable according to law in divorce cases.

S. S. Gardiner, Attorney.

Summons
6256
Afterward, on the 2nd day of October, 1891, a Summons was issued by the Clerk of said Court, to-wit:

The State of Ohio,
Union County ss:

To the Sheriff of Marion County:
You are commanded to notify Joseph Carter that Mary E. Carter 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

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of which is herewith delivered to you to be served on him) charging him with cruelty &c. and asking that she be divorced from him and 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 12th day of October, 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, this 2nd day of October, A. D. 1891. (Seal) R. M. Croy, Clerk.

Sheriff's Return

And on the 6th day of November, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	30	Received 10 o'clock A. M. on the 3 rd day of October, A. D. 1891
Copy	16	and on the 9 th day of October, A. D. 1891, I served the same
Mileage	48	by delivering to the within named Joseph Carter, a true
Petition	30	copy thereof together with certified copy of the petition
Return	16	herin personally. P. Kelly, Sheriff
Total	140	S. B. Rice, Deputy.

Entry

Afterward, on the 14th day of January, 1892, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Mary E. Carter	vs.	Journal 16, Page 107
Joseph Carter		

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herin 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 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 willfully absent from plaintiff for more than three years preceding the filing of the petition, and has also been guilty of gross neglect of duty towards plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary E. Carter and the said Joseph Carter 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 plaintiff. And it is further ordered that the plaintiff pay the costs of this proceeding taxed to --s.

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court at the term of January, to-wit, on the 11th day of January in the year of our Lord one thousand and eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 21st day of October, 1891, Dora A. May filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Samuel H. May, to-wit:

Petition	Dora A. May, Plaintiff vs. Samuel H. May, Defendant	Court of Common Pleas, Union County, Ohio.
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6268

Dora A. May, the above named plaintiff, says that she is an actual bona-fide resident of said County of Union, Ohio; that she and the said defendant Samuel H. May were married to each other on or about the 16th day of October, 1890, at Remington, Indiana; that there are no living children of said marriage and that she has always conducted herself as a true and faithful wife to said Samuel H. May.

The plaintiff further says that on the 10th day of October, 1891, the said Samuel H. May at Marysville in said County of Union, Ohio, where they were then residing, abandoned her without any good cause; that she was on said day seriously ill and confined to her bed and has been the greater part of the time since and had been ill health for several months prior thereto; that he so left her in a destitute condition and willfully failed and neglected to provide her with any money or other means of support although abundantly able to do so as hereinafter stated and that since his desertion as aforesaid she has been compelled to live upon the charity of friends and depend upon such charity for medicine, medical attendance and nursing required by her condition of health.

Plaintiff further says that ever since her marriage to said defendant he has been guilty of gross neglect of duty in this respect that he has failed and willfully neglected to provide her with sufficient clothing although abundantly able to do so and she has been compelled to rely upon the charity of friends therefor. She further says that she owns no personal or real property.

She further says that her said husband Samuel H. May owns personal property of the value of about \$400⁰⁰ consisting mainly as follows: (2) two horses, one wagon, one buggy, two sets of harness of the aggregate value of \$300⁰⁰ and money as she is informed and believes and therefore avers to the amount \$100⁰⁰.

She says that at the time of his desertion and abandonment of her as aforesaid the said defendant removed all of said property from Union County, Ohio, to Jasper County, Indiana for the purpose of defeating her in obtaining alimony and that he

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Summons

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left no property in said County of Union except a cooking stove, sofa, bedstead, bureau, and a few other articles of household furniture which are of small value and are now in her possession. The plaintiff further says that the said defendant Samuel H. May is about 23 years of age and in good health; that he is a farmer by occupation and during the past season has farmed a tract of land in Jasper County, Indiana, belonging to his father, who is a man of large property, and that said defendant from the produce of said land, the amount of which is to plaintiff unknown, and his property aforesaid is able to provide her with a comfortable home and all the necessaries of life and his failure to do so as aforesaid is willful and without any good cause.

Wherefore the plaintiff asks that she be granted reasonable alimony during the pendency of this action and that upon final hearing she be granted and adjudged such sufficient alimony for her support as may be just, which alimony may be made a charge and lien upon said personal property of said Samuel H. May in whose hands soever the same may come, for her costs and all proper relief.

Cole and Bales,

Attorney for Plaintiff.

State of Ohio,
Union County ss:

Dora A. May, being first duly sworn says that she is the plaintiff in the above action and that the facts stated and allegations contained in her said petition are true.

(Signed) Dora A. May.

Sworn to and subscribed before me this 19th day of October, 1891.
W. C. Malin J. P.

Free - 40:

Præcipe

To the Clerk:

Issue Summons and copy of Petition to Sheriff of Jasper County, Indiana, for Samuel H. May returnable according to law. Endorsed: Suit for Alimony. Cole & Bales, Attorneys for Plaintiff. October 21st, 1891.

Summons

6268

Afterward, on the 21st day of October, 1891, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio,
Union County:

You are commanded to notify Samuel H. May that he has been sued by Dora A. May in the Court of Common Pleas of Union County, and must answer by the 21st day of November, 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 21st day of November A. D. 1891.

Witness my hand and the seal of said Court, this 21st day of October, A. D. 1891.

(Seal)

R. M. Leroy, Clerk.

Sheriff's Return

And on the 9th day of November, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows: Sheriff's Return.

6268

Received this writ October 22nd, 1891, at 5 o'clock P. M. and served same by reading to the within named Samuel H. May and in his presence and hearing and also left with defendant a certified copy of the petition in this cause this 23rd day of October, 1891.

Philip Blue, Sheriff

State of Indiana, Jasper County ss:

Philip Blue being duly sworn upon his oath states that on the 24th day of October, 1891 in the town of Remington, Jasper County, Indiana he served the within summons on the defendant Samuel H. May by then and there reading said summons to said Samuel H. May and that said Samuel H. May is the identical person therein named.

Philip Blue, Sheriff, Jasper County, Ind.

Subscribed and sworn to before me this 6th day of November 1891. James F. Brown, Clerk.

Affidavit

6268

Afterward on the 21st day of October, 1891, the following Affidavit was filed with the Clerk of said Court, to wit:

Dora A. May, Plaintiff

vs.

Samuel H. May, Defendant.

State of Ohio, Union County, ss:

Court of Common Pleas, Union County, Ohio.

Dora A. May, plaintiff being first duly sworn according to law says that service of summons cannot be made in this State on the defendant Samuel H. May and that this action is for alimony and is one of those mentioned in Section 5048 of the Revised Statutes of Ohio.

(Signed) Dora A. May.

Sworn to and subscribed before me this 20th day of October, 1891. W. B. Malin, J. P.

Proof of Publication

6268

Afterward, on the 11th day of January, 1892, a Proof of Publication was filed with the Clerk of said Court, to wit:

Notice

Samuel H. May, residing at Reussalear, Jasper County, Indiana will take notice that on the 21st day of October, 1891, Dora A. May filed her petition in the Court of Common Pleas, Union County, Ohio, being cause No. 6268, praying for alimony to be charged on defendant's real estate and personal estate, on the ground of gross neglect of duty and abandonment without good cause, and that said defendant is required to answer January 2nd, 1892, and that said cause will be for hearing on and after the 2nd day of January 1892.

The State of Ohio,

Union County ss:

Dora A. May
Cole^{my} Bales, Attorney for Plaintiff

The undersigned, being duly sworn, says that a copy of

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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 October 21st, 1891.

W. O. Shearer.

Sworn to and subscribed before me, this 11th day of January 1892.

R. M. Leroy Clerk.

Seal

By W. M. Harget, Deputy.

Printers Fee \$4.00

Entry

Afterward, on the 14th day of January, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

1268

Dora A. May

vs.

Samuel H. May

Journal 16, Page 112.

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

The Court also find that the plaintiff was at the time of filing her petition a bona-fide resident of the County of Union, Ohio. The Court further find upon the evidence that the defendant has been guilty of gross neglect of duty in failing to provide the defendant with the necessaries of life since about October 10th, 1891, although able to do so and that the said defendant Samuel H. May, abandoned the said plaintiff, Dora A. May, his wife, without good cause October 10th, 1891, at Marysville, Ohio, and that by reason thereof the plaintiff is entitled to alimony out of the estate of her husband, the said defendant.

It is therefore ordered and adjudged that said plaintiff do also have possess and enjoy as and for her alimony the following personal property with the right to use, sell, or dispose thereof, at her pleasure, to wit: one cooking stove, sofa, bed-stead, bureau and all the other household and kitchen furniture now in her possession at Marysville, Ohio.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of two hundred and fifty (\$250⁰⁰) dollars, and in default of such payment for three days execution is allowed to issue therefor and the right is reserved to the plaintiff to bring an action for further alimony at any time in the future against said defendant. It is further ordered that the plaintiff pay the costs herein taxed to \$- within three days or that execution be allowed to issue therefor.

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of January, to-wit, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 1st day of February, 1891, the following Petition and Answer upon Recognit note was filed with the Clerk of said Court, to-wit:

Petition 6327	The State of Ohio, Union County ss Bank of Richwood vs. J. R. Dixon, J. F. Dixon Benjamin Barter.	Court of Common Pleas.
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The defendants, on the 15th day of April, A. D. 1891, executed and delivered to Bank of Richwood 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 one hundred and forty-four dollars, and fifty-two cents, with interest at the rate of 8 per cent. per annum, from the 30th day of November A. D. 1891.

Wherefore plaintiffs pray judgment against said defendants for the sum of one hundred and forty-four dollars and fifty-two cents, with interest thereon from the 27th day of November A. D. 1892 at the rate of 8 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 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 1st day of February, A. D. 1892.

Seal

On August 10th, 1891, after date, for value received, we jointly and severally promise to pay Bank of Richwood, at their office, One hundred, sixty-three ⁷⁵/₁₀₀ dollars, with 8 per cent. interest 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

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 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 15th day of April, 1891.

J. P. Dixon
 J. R. Dixon
 Benjamin Carter

Endorsed: "Paid \$22.⁰⁰ November 30th, 1891."
 The State of Ohio,
 Union County ss:
 Bank of Richwood

Answer
 6327

vs.
 J. R. Dixon, J. P. Dixon
 Benjamin Carter

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 defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiffs against said defendants, on said note, for the sum of one hundred and forty six dollars and forty four 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.
 6327

Bank of Richwood,
 vs.
 J. R. Dixon, et al

Journal 16, Page 128

This day came the plaintiffs by their attorney; also appeared in open Court, for and on behalf of said defendants, 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 case shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiffs, for one hundred and forty six dollars and forty four cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions errors, and right of appeal in the premises. It is therefore

considered that said plaintiffs recover of said defendants the sum of One hundred and forty six dollars and forty four cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 30th day of November, A. D. 1891; and also their 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 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 January Court, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 1st day of February, 1892, the following Petition and Answer upon Cognovit Note was filed with the Clerk of said Court, to-wit:

Petition
6326
The State of Ohio,
Union County, ss: Bank of Richwood
vs.
J. R. Dixon and Benjamin Carter.

In the Court of Common Pleas.
The plaintiffs say they are a company of persons engaged in the business of private banking at Richwood, Union County, Ohio under the firm name and style of Bank of Richwood, this action is founded upon a promissory note which is hereto attached marked Exhibit A with all the credits and indorsements thereon. Plaintiffs are still the owners and holders of said note.

There is due to plaintiffs from the defendants on said note the sum of two hundred and seventy and ⁷⁰/₁₀₀ dollars which they claim with interest from the 27th day of November, A. D. 1891, at 8 per cent. per annum and for which with costs of suit they ask judgment against the defendants.

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 plaintiffs; that this action is founded on a promissory note for the payment of money only which is now in his possession and that the facts stated and allegations in said petition are, as affiant believes, true.
S. S. Gardiner.

Sworn to before me, and signed in my presence, this 1st day of February, A. D. 1892.
R. M. Crony, Clerk.

By W. M. Winget, Deputy.
Seal }
\$270.⁷⁰ November 27th, after date, for value received, we jointly and severally promise to pay Bank of Richwood, at their office, Two hundred, seventy ⁷⁰/₁₀₀ dollars with interest at 8 per cent. per annum

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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 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 27th day of June, 1891.
 P. O. Rush Creek, J. R. Dixon, Benjamin Carter

Answer Bank of Richwood,
 vs.
 6326 J. R. Dixon and Benjamin Carter.

The defendant, J. R. Dixon and Benjamin Carter by J. E. Griffith their attorney, and an attorney-at-law of record in this Court, duly authorized therefor by the Warrant of Attorney, embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney is produced and shown to the Court and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enter their appearance herein; and said defendants by J. E. Griffith said attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiffs herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the plaintiffs on the said note in manner and form as the plaintiffs have in their petition set forth, and that the amount due upon said indebtedness at this day is the sum of two hundred and seventy-four ²⁴/₁₀₀ ³⁹/₁₀₀ dollars bearing interest at 5 per cent. per annum, and therefore, for that sum, with interest from this date at 5 per cent. per annum and accruing costs they confess judgment in favor of the plaintiffs and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error therein.

J. E. Griffith
 Attorney for Defendants

Entry Bank of Richwood
 vs.

Journal 16, Page 127.

6326 J. R. Dixon et al

This day came the plaintiffs by S. S. Gardiner, Attorney

and filed their petition against said defendants, and thereupon J. C. Griffith an Attorney-at-Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendants now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendants, waived the issuing and service of process, entered the appearance of said defendants herein, and acknowledged that said defendants did owe and were indebted unto the plaintiffs as they have in their petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiffs on said indebtedness, the sum of two hundred and seventy-four ³⁴/₁₀₀ ⁵⁹/₁₀₀ dollars, bearing interest at 8 per cent. per annum and that said plaintiffs ought to recover of said defendants a judgment for that sum.

It is therefore considered by the Court here that the said Bank of Richwood, plaintiffs, do recover of the said J. R. Dixon ³⁴/₁₀₀ Benjamin Crater, defendants, the sum of two hundred and seventy-four ³⁴/₁₀₀ ⁵⁹/₁₀₀ dollars so confessed, as aforesaid, with interest from February 1, 1892, at 8 per cent. per annum, and also costs in behalf expended taxed to \$- - and by virtue of said Warrant of Attorney all errors in this action, judgment and proceedings, and all proceedings, petitions, and writs of error thereon, are by said defendants waived and released.

Attest
R. M. Cross 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 January, to-wit, on the 11th day of January, in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 11th day of February, 1892, the following Petition and Answer upon Cognovit Note were filed with the Clerk of said Court.

Petition

Union County | Court of Common Pleas.

J. N. Robinson, Administrator with Will annexed of Abiah Smith, Deceased.

vs. Plaintiff.

A. N. M^r. Campbell, D. M^r. Campbell
John T. M^r. Colbough, Defendants

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

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Answer

J. N. Rob

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of this petition, the sum of two hundred and thirty dollars which he claims with interest at the rate of 8 per cent. per annum, from the 11th day of February, A. D. 1892.

Wherefore plaintiff prays judgment against said defendants for the said sum of two hundred and thirty dollars with interest thereon at the rate of eight per cent. per annum, from the 11th day of February, A. D. 1892 and for costs of suit.

Robinson & Woodburn
Attorneys for Plaintiff

State of Ohio,
County of Union ss:

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 11th day of February, 1892. R. M. Croxy, Clerk. Seal

5160.⁰⁰ Plain City, April 15th, 1897.

One year after date, as principal debtors, we jointly and severally promise to pay to Alvah Smith, or order, at Plain City Bank, Plain City, Ohio, One hundred and sixty dollars for value received with 8 per cent. interest from date.

And we hereby dispense with the demand of payment of this note and authorize any attorney-at-law to appear for us or either of us at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us or either of us, in favor of the holder or holders of this note for the amount of said note, with 8 per cent. interest payable annually after the same shall become due, and if the interest be not paid annually to become as principal and bear the same rate of interest together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this 15th day of April, 1897.

A. N. M^r. Campbell,
J. M^r. Campbell,
John T. M^r. Bullough.

Answer J. N. Robinson Admr.
vs.

Court of Common Pleas.

A. N. M^r. Campbell et al

6384

J. James M^r. Campbell an attorney-at-law in the several Courts of Record of this State, by virtue of the warrant of attorney annexed to the foregoing petition, do hereby enter the appearance of said defendants in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendants, on the note attached to said petition, for the sum of two hundred and thirty 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.

Jas. M. Campbell,
Attorney for Defendant.

Entry J. W. Robinson Admr

vs.

Journal 16. Page 138.

6334 A. N. M. Campbell et al

This day came the plaintiff by his attorney; also came James M. Campbell, 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 two hundred and thirty dollars with 8% interest from February 11, 1892 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 defendants the said sum of two hundred and thirty dollars together with his costs herein expended taxed at \$4.⁰⁰

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 January, to wit, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 11th day of January, 1892, the following Petition and Answer upon Cognovit Note was filed with the Clerk of said Court, to wit:

Petition Union County,

6318 J. W. Robinson, Admr, de bonis non with Will annexed of Alvah Smith, Deceased
vs. Plaintiff.

C. M. Jones, Defendant

The plaintiff says he is the Administrator de bonis non with the Will annexed of Alvah Smith, deceased, duly appointed by the Probate Court of Union County and the note herein mentioned is owned by the plaintiff as said Administrator

Answer

6318

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There is due plaintiff from defendant 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 two hundred and twenty-two ²⁴/₁₀₀ dollars which he claims with interest at the rate of eight per cent. per annum, from the 11th day of January, A. D. 1892.

Wherefore plaintiff prays judgment against said defendant, for the said sum of two hundred and twenty-two ²⁴/₁₀₀ dollars with interest thereon at the rate of eight per cent. per annum, from the 11th day of January, A. D. 1892, and for costs of suit.

Robinson & Woodburn,
State of Ohio,
County of Union ss:

Attorneys for Plaintiff.

J. W. Robinson being duly sworn, says that he is the 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.

J. W. Robinson.

Sworn to before me, and subscribed in my presence, this 11th day of January, 1892.

R. M. Croxy, Clerk.

By W. M. Kinget, Deputy.

Plain City, Ohio, May 13th, 1886.

Twelve months after date, as principal debtors we jointly severally promise to pay to A. Losh Smith, or order, at Plain City Bank, Plain City, Ohio, four hundred and ninety-two ²⁴/₁₀₀ dollars for value received eight per cent. interest from date.

And we hereby dispense with the demand of payment of this note and authorize any attorney-at-law to appear for us or either of us at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere and waive the issuing and service of process and confess judgment against us, or either of us in favor of the holder, or holders of this note for the amount of said note with 8 per cent. interest, payable annually after the same shall become due and if the interest be not paid annually to become as principal and bear the same rate of interest together with costs of suits; and release all errors, and waive all right of appeal in this behalf.

Witness our hands and seals this 13th day of May, 1886.

C. M. Jones

Seal

Endorsed: Received July 2nd, 1888, four hundred and ten dollars on the within (\$410⁰⁰)

Answer J. W. Robinson, Admr. re:

vs.

Court of Common Pleas.

C. M. Jones.

Union County, Ohio

6318

J. W. J. Hoopes 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 two hundred and twenty-two ³⁴/₁₀₀ dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

W. T. Hoopes.

Attorney for Defendant.

Entry

6318

J. W. Robinson, Admr. de bonis non with the Will annexed of Abrah Smith, deceased

vs.

C. M. Jones

Journal 16, Page 102.

This day came the plaintiff by his attorneys; also came W. T. Hoopes, 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 defendant is justly indebted to the said plaintiff in the sum of two hundred and twenty-two ³⁴/₁₀₀ 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 two hundred and twenty-two ³⁴/₁₀₀ dollars, together with his costs herein expended taxed at \$- with interest at eight per cent. from date.

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 January Court, on the 11th day of January in the year of our Lord one thousand and eight hundred and ninety-two.

Be it remembered that heretofore, to-wit, on the 24th day of October, 1891, Elma A. Wright filed in the Clerk's office of the said Court of Common Pleas the following Petition against Lewis J. Wright

Petition

6273

The State of Ohio,
Union County ss:
Elma A. Wright, Plaintiff

vs.

Lewis J. Wright, Defendant

To the Court of Common Pleas.

The plaintiff says she has been a resident of the State of

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Affidavit

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Ohio for more than the year last past and that she is now a bona fide resident of the said County of Union.

That on or about the 6th day of April 1874, she was married to the defendant and she has ever since conducted herself toward himself as a faithful wife, that there has been born to them two children, viz. Victoria aged 16 years and Iva M. aged 11 years.

That there is little personal property, and no land. The defendant has been guilty of gross neglect of duty and habitual drunkenness for more than the three years last past. The defendant left the plaintiff and her children about two years ago and went to the state of Colorado, and he has not contributed to the support of the plaintiff or her children since.

The defendant had some few articles of household goods and the plaintiff asks that they be allowed to her as alimony.

The plaintiff prays for a divorce and reasonable alimony and for alimony pending suit, and for the custody of the said children, and for all proper relief. J. L. Cameron, Attorney for Plaintiff.

Affidavit

Afterward, on the 24th day of October, 1891, the following Affidavit was filed with the Clerk of said Court, to wit:

6273

Elma A. Wright

vs.

Lewis J. Wright

The State of Ohio,

Union County ss:

Court of Common Pleas,
Union County, Ohio.

Elma A. Wright being first duly sworn says that she has commenced a civil action against the said Lewis J. Wright, for divorce and alimony, and that the said Lewis J. Wright is not a resident of the State of Ohio, and that his residence, and post office address is wholly unknown to her, and that she has made reasonable diligence to ascertain the same, and she desires to make service on the said Lewis J. Wright by publication.

Said action has been commenced in the Court of Common Pleas of Union County, Ohio, and is now pending therein.

(Signed) Elma A. Wright.

Sworn to before me, and signed in my presence this 24th day of October, 1891. Jas. M. Campbell, Notary Public.

(Seal)

Proof of Publication

Afterward, on the 11th day of January, 1892, a Proof of Publication was filed with the Clerk of said Court, to wit: Divorce Notice.

Lewis J. Wright will take notice that on the 24th day of October 1891, Elma A. Wright filed her petition in the Court of Common Pleas of Union County, Ohio, against him alleging that he has been guilty of gross neglect of duty and habitual drunkenness for more than three years last past, and praying for divorce, alimony, and the custody of the minor children. A hearing is asked to be had at the next term of said Court. October 28th, 1891. Elma A. Wright. Printer's Fee, 34^{cts}

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The State of Ohio,
Union County ss

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with October 25th, 1891.

W. O. Shearer.

Sworn to and subscribed before me, this 11th day of January, 1892.

R. M. Leroy, Clerk

(Seal) By W. M. Minget, Deputy

Entry Elma A. Wright

vs.

Journal 16, Page 113.

6273 Lewis J. Wright

This cause came on for hearing upon the petition and evidence, on consideration whereof the Court being fully advised in the premises finds that due and legal notice of the filing and pendency of the petition has been given to the defendant.

The Court finds that the plaintiff's residence, marriage, and birth of children are as stated in the petition and that the defendant has been guilty of gross neglect of duty as charged in the petition.

It is therefore adjudged by the Court that the marriage relation heretofore existing between the parties be and the same is hereby dissolved and set aside, and the custody and guardianship of the said children is given to the plaintiff. And it is ordered that the plaintiff have as her alimony all the household effects of the defendant. And it is ordered that the plaintiff pay the cost hereof.

Attest
R. M. Leroy 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 January, to-wit, on the 11th day of January in the year of our Lord one thousand eight hundred ⁹⁴ ninety-two.

Be it remembered that, heretofore, to-wit, on the 20th day of January, 1892, the following Petition and Answer upon Cognovit Note was filed with the Clerk of said Court, to-wit:

James W. Robinson, Admr. de bonis non with Will annexed of Abiah Smith, Deceased. Plaintiff.

vs.

W. H. Williams, ^{3d} John P. Williams, Defendants.

Court of
Common Pleas
Union County, Ohio.

Petition
6321

Answer

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Petition

6321

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 four hundred and twenty one ³⁴/₁₀₀ dollars, which he claims with interest at the rate of eight per cent. per annum, from the 20th day of January, A. D. 1892.

Wherefore, plaintiff prays judgment against said defendants, for the said sum of four hundred and twenty one ³⁴/₁₀₀ dollars with interest thereon at the rate of eight per cent. per annum, from the 20th day of January A. D. 1892 and for costs of suit.

Robinson & Woodburn,

Attorneys for Plaintiff.

State of Ohio.

County of Union ss:

J. W. Robinson being duly sworn, says that he is one of the attorneys of said plaintiffs; that the foregoing petition is founded upon a written instrument for the payment of money, which instrument is in affiant's possession; and that the statements contained in the foregoing petition are true, as affiant believes, and he is the plaintiff in this case as Administrator to.

J. W. Robinson.

Sworn to before me, and subscribed in my presence this 20th day of January, 1892.

R. M. Leroy,

Clerk of Court.

(Seal)

Copy of Note

\$350⁰⁰ Plain City, Ohio, June 26th, 1876.

Thirty days after date as principal debtors we jointly and severally promise to pay to Alvah Smith, or order, at Plain City Bank, Plain City, Ohio, three hundred and fifty dollars, for value received.

And we hereby dispense with the demand of payment of this note and authorize any attorney at law to appear for us or either of us at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere and waive the issuing and service of process and confess judgment against us or either of us in favor of the holder or holders of this note for the amount of said note with 8 per cent. interest payable annually after the same shall become due, and if the interest be not paid annually to become as principal and bear the same rate of interest together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this 26th of June 1876.

W. H. Williams

Seal

John P. Williams

Seal

Answer

James W. Robinson, Admr. de bonis non with Will annexed of Alvah Smith, Deceased.

6321

vs. W. H. Williams & John P. Williams

Court of Common Pleas Union County, Ohio.

J. James M. Campbell 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 four hundred and twenty one $\frac{3}{4}$ $\frac{47}{100}$ dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

Jas. M. Campbell,
Attorney for Defendant.

Entry James N. Robinson, Admr. to:

vs.

Journal 16, Page 124.

6321 N. H. Williams, et al

This day came the plaintiff by their attorney: also came James M. Campbell, 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 four hundred and twenty one $\frac{3}{4}$ $\frac{47}{100}$ 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 four hundred and twenty one $\frac{3}{4}$ $\frac{47}{100}$ dollars together with his costs herein expended, taxed at 25.

Attest
R. M. Lowry 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 January, to-wit, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 20th day of January 1892, the following Petition and Answer was filed with the Clerk of said Court, to-wit:

Petition State of Ohio,
Union County:

6322

J. N. Robinson, Admr., with Will annexed of
Abraham Smith, Deceased. Plaintiff

vs.

Albert H. Rainer and Elizabeth H. Rainer, Defendants.

Answer J. N. Ro

6322 Albert

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Answer J. N. Ro

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 two hundred and thirty four ⁷³/₁₀₀ dollars, which he claims with interest at the rate of eight per cent. per annum from the 20th day of January, A. D. 1892.

Wherefore, plaintiff prays judgment against said defendants, for the said sum of two hundred and thirty-four ⁷³/₁₀₀ dollars, with interest thereon at the rate of eight per cent. per annum from the 20th day of January, A. D. 1892, and for costs of suit.

Robinson & Woodburn,

Attorneys for Plaintiff.

State of Ohio,
County of Union ss:

J. W. Robinson 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, and he is the plaintiff in this case as Administrator.

J. W. Robinson.

Sworn to before me, and subscribed in my presence, this 20th day of January, 1892.

R. M. Leroy, Clerk of Court.

8400th. Plain City, Ohio, January 9th, 1885.

Twelve months after date, as principal debtors, we jointly and severally promise to pay to Alvah Smith, or order, at Plain City Bank, Plain City, Ohio, four hundred dollars for value received with 7 per cent. interest from date.

And we hereby dispense with the demand of payment of this note, and authorize any attorney-at-law to appear for us or either of us, at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere and waive the issuing and service of process and confess judgment against us or either of us in favor of the holder or holders of this note for the amount of said note with 7 per cent. interest payable annually after the same shall become due and if the interest be not paid annually to become us principal and bear the same rate of interest, together with costs of suit and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this 20th day of January 1885.

Albert Hainer Seal
Elizabeth Hainer Seal

Endorsed: Received January 30th, 1886, forty dollars on the within.
Received March 12th, 1887, one hundred dollars.
December 3rd, 1888, Received on the within note two hundred dollars.

Answer J. W. Robinson Admr. etc.

vs.

Court of Common Pleas,
Union County, Ohio.

6322 Albert Hainer, et al.

I, James M^c Campbell, an attorney at law in the several Courts of Record of this State, by virtue of the warrant of attorney annexed to the foregoing petition, do hereby enter the appearance of said defendants in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendants, on the note attached to said petition, for the sum of two hundred and thirty four ²⁴/₁₀₀ ⁷³/₁₀₀ dollars being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors and right of appeal in the premises

J. M^c Campbell,
Attorney for Defendant.

Entry J. M. Robinson Advers. etc.

Journal 16, Page 124

6322 Albert Warner et al

This day came the plaintiff by his attorney; also came James M^c Campbell, 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 two hundred ²⁴/₁₀₀ ⁷³/₁₀₀ 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 two hundred and thirty-four ²⁴/₁₀₀ ⁷³/₁₀₀ dollars together with his costs herein expended taxed at \$4⁵⁰ with 8 per cent. interest from January 20th 1892.

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 A. Price, Judge of said Court, of the term of January, to-wit, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 5th day of February 1892, the following Petition ²⁴/₁₀₀ Answer upon Cognovit Note was filed with the Clerk of said Court, to-wit:

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

Petition John C

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Petition John C. Mitchell, Plaintiff

vs.
6329 C. Mitchell
A. C. Mitchell Defendants.

The defendants, on the 19th day of February, A. D. 1891, executed and delivered to John C. Mitchell, 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 part of this petition. Said power or warrant of attorney was by them executed February 4th, 1892.

Said note is unpaid, except as shown by said indorsements, and there is now due the plaintiff on said note the sum of six hundred and twenty seven dollars and twenty-five cents, with interest at the rate of 8 per cent. per annum from the 19th day of November, A. D. 1891.

Wherefore plaintiff prays judgment against said defendants for the sum of six hundred and twenty seven ²⁵/₁₀₀ dollars with interest thereon from the 19th day of November A. D. 1891, at the rate of 8 per cent. per annum till paid, and for costs of suit.

The State of Ohio
Union County ss:

Robinson & Woodburn,
Attorneys for Plaintiff.

J. W. Robinson being sworn, says that he is one of the attorneys 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, that he verily believes the statements contained in the foregoing petition are true, in substance and in fact.

J. W. Robinson

Sworn to by said J. W. Robinson before me and by him signed in my presence, this 5th day of February, A. D. 1892.

Seal

R. M. Leroy, Clerk of Court

Copy of Note. 627. ²⁵/₁₀₀ February 19th, 1891.

Nine months after date we promise to pay to the order of John C. Mitchell six hundred ²⁵/₁₀₀ and twenty seven ²⁵/₁₀₀ dollars value received with interest at 8 per cent. per annum after maturity.

C. Mitchell
A. C. Mitchell
John W. Robinson

Copy of Warrant of Attorney. We, C. Mitchell and A. C. Mitchell, the makers of the above note of \$627 ²⁵/₁₀₀ to John C. Mitchell dated February 19th, 1891, and due nine months after its date hereto attached do hereby authorize and empower any attorney-at-law in the State of Ohio to appear in any Court of Record in the State of Ohio, and waive process for us and confess judgment against us for the amount due on said note in favor of said John C. Mitchell and for costs and waive all error and right of appeal.

Witness our hands and seals February 4th, 1892. C. Mitchell Seal
A. C. Mitchell Seal

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

Answer

John C. Mitchell
vs.
C. Mitchell
A. C. Mitchell

6329

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff, against said defendant, on said note, for the sum of six hundred and thirty seven dollars and eighty 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, and said judgment to draw interest at 8 per cent.

W. J. Hoopes.

Attorney for Defendants.

Entry

John C. Mitchell.
vs.

Journal 16, Page 131.

6329

C. Mitchell et al

This day came the plaintiff by his attorney; also appeared in open court, for and on behalf of said defendants, W. J. Hoopes, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said 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 six hundred and thirty-seven dollars and eighty 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 six hundred and thirty-seven dollars and eighty cents, being the amount of said note with interest computed at 8 per cent. per annum from the 4th day of February A. D. 1892; and also costs herein expended taxed at 8 --

Attest
R. M. Brown clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 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 January, to-wit, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, to-wit, on the 18th day of November, 1891, James F. M^{rs} Donald filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Ida E. M^{rs} Donald, to-wit:

Petition

James F. M^{rs} Donald

vs.

Ida E. M^{rs} Donald.

Court of Common Pleas,

Union County, Ohio.

6287.

Plaintiff says he has been a resident of Ohio for more than a year last past and is now a bona-fide resident of Union County. That on the 9th day of March A. D. 1881 he was married to the defendant at Washington D. C. That he has always conducted himself as a faithful husband and has discharged all of the duties of a husband toward the said defendant yet she disregarding her duties as such wife been guilty of gross neglect of duty to the plaintiff and wholly abandoning him and his two minor children.

During their marriage they had born to them the following children: Gordon E. M^{rs} Donald, about 10 years old now; Lelia E. M^{rs} Donald now about 6 years old.

Plaintiff therefore asks that upon the final hearing of this petition he be granted a complete divorce from said Ida E. M^{rs} Donald and that he have custody, care and control of said minor children and for all proper relief in the premises.

James F. M^{rs} Donald

By J. M. Kennedy, his Attorney.

Affidavit

James F. M^{rs} Donald

vs.

Ida E. M^{rs} Donald

State of Ohio,

Union County ss:

Court of Common Pleas,

Union County, Ohio.

Filed November 18th, 1891.

6287

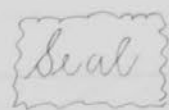
James F. M^{rs} Donald being by me first duly sworn says that the place of residence of said defendant is to him unknown and cannot be learned by reasonable diligence. That the service of summons cannot be served upon her in the State of Ohio and this is one of the cases provided for publication by the Statutes of Ohio.

(Signed) James F. M^{rs} Donald.

Sworn to and subscribed by the said James E. M^{rs} Donald before me this 4th day of November, 1891.

A. H. Kollefrath

Notary Public



Proof of Publication

Afterward, on the 13th day of January, 1892, the following Proof of Publication was filed with the Clerk of said Court, to-wit:
Legal Notice.

6287.

Ida E. M^{rs}. Donald, whose place of residence is unknown to the plaintiff, will take notice that the plaintiff, James F. M^{rs}. Donald, did on the 18th day of November 1891, file his petition in Union County, Ohio, Court of Common Pleas, charging the plaintiff with gross neglect of duty and asking for divorce and custody of minor children.

Said petition will be for hearing after six weeks publication.
November 25th, 1891. James F. M^{rs}. Donald.

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 November 25th, 1891.
W. O. Shearer.

Sworn to and subscribed before me, this 11th day of January 1892.
R. M^{rs}. Leroy, Clerk.

Seal } By W. M. Winget, Deputy.

Entry

6287

Afterward, on the 14th day of January, 1892, the following Entry was made on the Journal by the Clerk of said Court.

James F. M^{rs}. Donald

vs.

Journal 16, Page 108.

Ida E. M^{rs}. Donald

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default for answer or demurrer, and the Court being fully advised in the premises finds for the plaintiff as follows, to-wit:

- 1st That said plaintiff was a bona-fide resident of Union County, Ohio.
- 2nd That the parties were lawfully married as stated in the petition.
- 3rd That said defendant has been guilty of neglect as stated in the plaintiff's petition.

It is thereupon considered by the Court that the plaintiff be divorced from the defendant and that he have the care, control and education of said minor children, Gordon E. M^{rs}. Dowell, and Celina E. M^{rs}. Dowell with the privilege of the defendant visiting said children at any proper time, not more than once every three months.

Attest
R M Brown Clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the 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 April, term, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that heretofore, to-wit, on the 23rd day of October, 1891, The M^{rs} McCormick Harvesting Machine Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against James Mulvain, to-wit:

The M ^{rs} McCormick Harvesting Machine Company, Plaintiff. vs. James Mulvain, Defendant.	Court of Common Pleas: Union County, Ohio.
--	---

Plaintiff states:

Petition
6272

On or about the 23rd day of November, 1886 the defendant James Mulvain executed and delivered to the plaintiff his promissory note, a copy of which is hereto attached marked Exhibit "A." and made a part of this petition. Plaintiff is the legal owner and holder of said note. There is due and unpaid on said note the sum of seventy-five dollars with six per cent. interest thereon from November 23rd, 1886 to September 1st, 1888 and 8 per cent. interest thereon from September 1st, 1888.

Plaintiff therefore prays judgment against said defendant for said sum of seventy-five dollars with 6 per cent. interest from November 23rd, 1886 to September 1st, 1888 and 8 per cent. from September 1st, 1888 and costs. S. S. Gardiner, Attorney for Plaintiff.

State of Ohio,
Union County, ss:

S. S. Gardiner being duly sworn says he is the attorney of record of the plaintiff; that this action is founded on an instrument in writing for the payment of money only and the same is in his possession, and the facts and allegations in the foregoing petition are true as he believes.

S. S. Gardiner.
Sworn to and subscribed before me this 23rd day of October 1891.
R. M^{rs} Leroy,
Clerk of Court.

Exhibit. Seal \$75⁰⁰ Marysville, Ohio, November 23rd, 1886.

On or before the first day of September, 1888, for value received the undersigned promise to pay to the M^{rs} McCormick Harvesting Machine Company, or order Seventy five dollars with interest at six per cent. per annum from date until due, and interest at eight per cent. per annum after maturity until paid: without relief from valuation or appraisement laws, and with ten per cent. attorneys fees. Presentment for payment and protest waived.
James Mulvain.
P. O. Pharisburg, Union County, Ohio.

Indorsed: "Sale n^o 361-2-m 1886. For collection. Protest waived.
M^o McCormick H. Harvesting Machine Company.
A. E. Mayer. General Agent.
Per Mathews.

Principle To Clerk:

Issue Summons to Sheriff of Union County, returnable accord-
6272 ing to law. Amount claimed \$75⁰⁰ 6% interest from November 23rd
1886 to September 1st 1888 ³/₄ 8% from September 1st 1888
October 23rd, 1891. S. S. Gardner, Attorney.

Summons

Afterward, on the 24th day of October, 1891, a Summons was
issued by the Clerk of said Court, indorsed as follows:

6272 The State of Ohio,

Union County. To the Sheriff of Union County:

You are hereby commanded to notify James Mulvain
that he has been sued by the M^o McCormick H. Harvesting Machine
Company in the Court of Common Pleas of Union County, and
must answer by the 21st day of November, A. D. 1891, or the petition
of the said plaintiff will be taken as true and judgment render-
ed accordingly.

You will make due return of this summons on the 2nd day
of November, A. D. 1891.

Witness my hand and the seal of said Court, this 24th
Seal day of October, A. D. 1891.

R. M^o Leroy, Clerk

Endorsed: "Action for money: Amount claimed \$75⁰⁰ at 6% from Novem-
ber 23rd, 1886 to August 1st, 1888 ³/₄ 8% from September 1st, 1888."

Sheriff's
Return

And on the 2nd day of November, 1891, the Sheriff of said
County returned said writ to the Clerk's Office in said County
which return is as follows.

Sev ^y Return	\$ 30
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Copy	20
Total	2 90

The State of Ohio, Sheriff's Return.

Received this writ October 24th, A. D. 1891, at 10 o'clock
A. M. ^{and} served same by delivering a certified copy thereof
with the indorsements thereon to James Mulvain on the 2nd day of
November, 1891. Thomas Martin, Sheriff.

Answer

Afterward, on the 20th day of November, 1891, the following
Answer was filed with the Clerk of said Court, to-wit:

6272 The M^o McCormick H. Harvesting
Machine Company

Court of Common Pleas,
Union County, Ohio.

James Mulvain

Defendant says that he executed and delivered to plain-
tiff two notes of \$75⁰⁰ each on or about the date given in the
copy of the note sued upon and attached to plaintiffs petition, ³/₄
supposes that the note upon which suit is brought is one of the
said two notes.

But defendant says the said two notes were given for the

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consideration of a M^c Cormick Reaping Machine commonly called a "self-binder"; that he afterwards paid the sum of \$50⁰⁰ to be applied upon said notes; but that said machine would not do the work it was intended to do. Whereupon plaintiff agreed with defendant that the defendant should permit plaintiff to retain said \$50⁰⁰ before paid, return to plaintiff said machine and give plaintiff two new notes for \$75⁰⁰ each, and in consideration of said \$50⁰⁰ the old machine and the said new notes the plaintiff would deliver to defendant a new machine guaranteed to work properly, and also deliver to defendant and cancel the said two notes first given. To this the defendant also agreed.

Defendant further says that he has performed every part of his said agreement, has allowed plaintiff to retain said \$50⁰⁰, returned old machine and gave new notes ^{for new machine}, and has paid the amount represented by the last two notes given in full, but that the plaintiff has neglected and refused - although often requested to deliver said first two notes to him.

Defendant, therefore, denies that he owes the plaintiff the amount prayed for in the petition, or any part thereof.

J. E. Griffith.

Attorney for Defendant.

James Mulvain, being duly sworn, says that he believes the allegations in the foregoing answer are true.

James Mulvain

Sworn to and subscribed before me this 19th day of November 1891. Seal J. W. Tilton, Notary Public.

Reply

6272 Afterward, on the 14th day of January, 1892, the following Reply was filed with the Clerk of said Court, to-wit:

The M^c Cormick Reaping Machine Company
vs.

Court of Common Pleas.
Union County, Ohio.

James Mulvain

Plaintiff for reply to answer of defendant says: It denies that said note was given for said machine first purchased by defendant of plaintiff, and denies that there was ever any agreement between plaintiff and defendant; that said note should be given up and cancelled and denies that defendant has paid or fulfilled his obligations given for the machine last purchased by him of plaintiff.

Plaintiff says the whole amount of the note sued on in this case is due it and prays judgment thereon as in the petition.

S. S. Gardner

Attorney for Plaintiff.

State of Ohio,
Union County ss: |

S. S. Gardner being duly sworn says; the plaintiff is a non resident of Union County, Ohio and is now absent therefrom, and he is the attorney of record of plaintiff duly authorized in the premises and the facts and allegations in the foregoing reply

are as he believes true. S. S. Gardiner.
Sworn to and subscribed before me this 12th day of January
1892. Jason Lease, J. P.

Entry 6272 Afterward, on the 5th day of April, 1892, the following Entry
was made on the Journal by the Clerk of Court, to-wit:
The M^{rs} McCormick Harvesting
Machine Company
vs.
James Murlain
Journal 16, Page 151.

This day this cause came on for trial and a jury being
waived was by the parties submitted to the Court upon the plead-
ings and evidence in consideration whereof the Court find in favor
of the plaintiff and that there is due plaintiff from the defend-
ant on the promissory note set up in the petition the sum of \$104.³³
and interest at 8% from the first day of this term.

It is thereupon considered by the Court that the plaintiff
recover of the defendant the said sum of \$104.³³ and 8% interest
from the first day of this term and costs taxed to \$-

Attest
R. M. Gony clerk

Pleas continued and held at the Court House in Marysville
within and for the County of Union, in the Tenth Judicial District
of the Court of Common Pleas of the State of Ohio, before the Honorable
John A. Price Judge of said Court, of the term of April, to-wit, on the
5th day of April in the year of our Lord one thousand eight hundred
and ninety two.

Be it remembered that heretofore, to-wit, on the 9th day of May
1892, Catharine Shepper filed in the Clerk's Office of the said Court
of Common Pleas the following Petition against W. H. Williams et al
Catharine Shepper, Plaintiff.

6383 William H. Williams and
John P. Williams, Defendant
First Cause of Action:

In Common Pleas Court,
Union County, Ohio.

Defendants are indebted to plaintiff on a promissory
note of which the following is a copy with all credits and endorse-
ments:

\$100⁰⁰. Plain City, Ohio, July 28th, 1884.

Three months after date we, or either of us promise to pay
to the order of Jacob Schepper, the sum of one hundred dollars
at 8 per cent. interest for value received.

(Signed) W. H. Williams
John P. Williams

Indorsed: Interest paid on this note within up to July 28th, 1885.

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July 28th, 1889 Interest paid on this note eight dollars.

There is due plaintiff from defendants on such note the sum of one hundred dollars which she claims with interest at 8% from July 28th, 1889.

Second Cause of Action:

Defendants are further indebted to plaintiff on a promissory note of which the following is a copy with all credits and indorsements:

\$500⁰⁰. Plain City, Ohio, December 10th, 1884.

One year after date we or either of us promise to pay Mrs. Catharine Shepper the sum of five hundred dollars for value received with eight per cent. interest.

(Signed) W^m H. Williams

John P. Williams.

Indorsed:

Interest paid on this note within up to April 10th, 1888.

August 10th, 1889 paid interest on this note forty dollars.

April 10th, 1890, paid interest on this note forty dollars.

On which note there is due plaintiff from defendants the sum of five hundred dollars which she claims with interest from April 10th, 1890 at 8%.

Third Cause of Action:

Defendants are further indebted to plaintiff on a promissory note of which the following is a copy with all credits and indorsements.

\$50⁰⁰. Plain City, Ohio, June 9th, 1888.

Six months after date, we or either of us promise to pay to the order of Catharine Shepper the sum of fifty dollars at eight per cent. interest for value received.

(Signed) W. H. Williams

John P. Williams.

On which note there is due plaintiff from defendants the sum of fifty dollars with interest at 8% from June 9th, 1888.

Wherefore plaintiff asks judgment against defendants John P. Williams is surety in the sum of six hundred and fifty dollars with interest at 8% respectively on one hundred dollars from July 28th, 1889; on five hundred from April 10th, 1890 and on fifty dollars from June 9th, 1888.

Howard C. Black

Attorney for Plaintiff.

State of Ohio,

County of Madison ss:

Catharine Shepper being duly sworn says the facts set forth in the foregoing petition are true as she verily believes
Mrs. Catharine Shepper.

Sworn to before me and subscribed in my presence this

6th day of May 1892.

J. D. Black, Notary Public.

Per s.d.

{Seal}

To the Clerk:

Issue Summons to the Sheriff of Union County for W. H. Williams, John P. Williams, indorsed money only and

returnable according to law. Howard C. Black.

Summons Afterward, on the 9th day of May, 1892, a summons was issued by the clerk of said court, indorsed as follows:

6383 The State of Ohio,
Union County.

To the Sheriff of Union County:

You are hereby commanded to notify William H. Williams and John O. Williams that they have been sued by Catharine Shepper in the Court of Common Pleas of Union County, Ohio, and must answer by the 11th day of June, 1892, 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 23rd day of May A. D. 1892.

Witness my hand and the seal of said Court, this 9th day of May, A. D. 1892.

Seal R. M. Leroy, Clerk.

Sheriff's Return

And on the 12th day of May, 1892, 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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Copy	40
Total	3 25

The State of Ohio, Sheriff's Return.

Received this writ May 9th, 1892, at 10 o'clock A. M. served same, delivering a true and certified copy thereof with the indorsements thereon to each of the within named defendants on the 13th day of May, 1892.

Thomas Martin, Sheriff.

Entry

Afterward, on the 21st day of June, 1892, the following entry was made on the Journal by the Clerk of said Court.

6383 Catharine Shepper vs. William H. Williams et al

Journal 16, Page 197.

Now comes the plaintiff by her attorney and the defendants being in default for answer and demurrer the Court find that the allegations of the petition are confessed by them to be true and find that there is due said plaintiff from the defendants W^m H. Williams as principal and John O. Williams as surety the sum of \$777⁰⁰. It is therefore considered by the Court that the said plaintiff recover from the said defendant the sum of \$777⁰⁰ and her costs herein expended taxed at \$- - -

Attest R. M. Leroy clerk

within District the Hon April, thous Be June 18 Note wa The St Union Newark 6392 and de of that Court a tache on sai and fo per an ant for forty-m R. D. 183 costs of The St Union S. of said ment that s that h petition signed Exhibit \$158.4 A. in one Townsh order of the ger and Jf Ohio, w thirty,

Cleas 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. Coice, Judge of said Court of the term of April, term, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, to-wit, on the 21st day of June, 1892, the following Petition and Answer upon Prognovit Note was filed with the clerk of said Court, to-wit.

The State of Ohio,
Petition Union County ss:
Newark Machine Company
vs.
Jacob W. Keller
Court of Common Pleas.

The defendant on the 20th day of April, A. D. 1891, executed and delivered to Newark Machine Company his promissory note of that date, with the warrant of attorney annexed which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A" and made a part of this petition.

Said note is unpaid and there is now due the plaintiff on said note the sum of one hundred and fifty-eight dollars and forty-nine cents, with interest at the rate of 8 per cent. per annum, from the 20th day of April, A. D. 1891.

Wherefore plaintiff prays judgment against said defendant for the sum of one hundred and fifty-eight dollars and forty-nine cents, with interest thereon from the 20th day of April A. D. 1891, at the rate of 8 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 and in fact.

S. S. Gardiner.
Sworn to by said S. S. Gardiner before me, and by him, signed in my presence this 21st day of June, A. D. 1892.
R. M. Leroy, Clerk of Court.

Exhibit A, \$158.⁴⁹ Broadway, Ohio, April 20th, 1891.

On or before the first day of October, 1891, for value received in one Victor Clover Hüller, n^o: 4069, I the undersigned of Taylor Township, County of Union, State of Ohio, promise to pay to the order of Newark Machine Company (an Incorporated Company under the general laws of the State of Ohio) of Newark Ohio, one hundred and fifty-eight ⁴⁹/₁₀₀ dollars, payable at Richwood Bank of Richwood Ohio, with interest at 8 per cent. per annum from date until maturity, and interest at 8 per cent. per annum from maturity until

until paid. And I consent and agree that after this obligation shall become due, the time of payment thereof may be extended, from time to time, by any one or more of us without the knowledge or consent of the other or others of us: and in case of such extension, we and each of us shall and will remain liable hereon as if no such extension had been made. And I hereby authorize any attorney at law to appear in any Court of Record in the United States, after this obligation becomes due, and waive the issuing and service of process, and confess a judgment against me or either or any of us in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal and exemption. The express conditions of the sale and purchase of the Clover Huller No: 4069 for which this note is given, is such that the title, ownership or possession does not pass from the said Newark Machine Company until this note with interest, is paid in full: the said Newark Machine Company have full power to declare this note due and take possession of said Clover Huller at any time they may deem this note insecure, even before the maturity of the same. (Signed) Jacob W. Keller (Seal)
P. O. Broadway, Union County, Ohio.

Answer The State of Ohio,
Union County, ss | Court of Common Pleas.
6392 Newark Machine Company
vs.
Jacob W. Keller.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several Courts of Record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff, against said defendant, on said note, for the sum of one hundred and seventy-three dollars and sixteen 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 Newark Machine Company |
vs. | Journal 16, Page 196.
6392 Jacob W. Keller

This day came the plaintiffs 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 by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for one hundred and seventy-three dollars ^{and}

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sixteen 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 \$173. dollars and 16 cents being the amount of said note with interest computed at 8 per cent. per annum from the 21st day of June, A. D. 1892; and also their costs herein expended, taxed at 8-

Attest
R. M. Grovy clerks

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 April, to-wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 21st day of June, 1892, the following Petition and Answer upon Crogan's Note was filed with the Clerk of said Court, to-wit:

Petition The State of Ohio, Union County	Newark Machine Company vs. Jacob N. Keller	Court of Common Pleas.
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The defendant, on the 20th day of April, A. D. 1891, executed and delivered to Newark Machine Company (the plaintiff) his promissory note of that date, with the warrant of attorney annexed which warrant and note, with all the indorsements thereon, are hereto attached, marked "Exhibit A." and made a part of this petition. Said note is unpaid and there is now due the plaintiff on said note the sum of one hundred and fifty-eight dollars and forty-nine cents, with interest at the rate of 8 per cent. per annum, from the 20th day of April, A. D. 1891.

Wherefore plaintiff prays judgment against said defendant for the sum of one hundred and fifty-eight dollars and forty-nine cents with interest thereon from the 20th day of April, A. D. 1891, at the rate of 8 per cent. per annum till paid, and for costs of suit.

The State of Ohio,
Union County ss:
S. S. Gardiner,
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 and in fact.

S. S. Gardiner.

Sworn to by said S. S. Gardiner before me and by him signed in my presence this 21st day of June, A. D. 1892.

(Seal)

R. M. Leroy, Clerk of Court

Exhibit. \$158.⁴² Broadway, Ohio. April 20th, 1891.

"A." On or before the first day of December, 1891, for value received in one Victor Clover Huller N^o 4069, I the undersigned of Taylor Township, County of Union, State of Ohio, promise to pay to the order of Newark Machine Company (an incorporated Company under the general laws of the State of Ohio) of Newark, Ohio, One hundred and fifty eight ⁴²/₁₀₀ dollars, payable at Richwood Bank of Richwood, Ohio, with interest at 8 per cent. per annum from date until maturity, and interest at 8 per cent. per annum from maturity until paid.

And I consent and agree that after this obligation shall become due the time of payment thereof may be extended, from time to time, by anyone or more of us without the knowledge or consent of the other or others of us; and in case of such extension, we and each of us shall and will remain liable hereon as if no such extension had been made.

And I hereby authorize any attorney at law to appear in any Court of Record in the United States, after this obligation becomes due, and waive the issuing and service of process, and confess a judgment against me or either or any of us, in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal and exemption.

The express conditions of the sale and purchase of the clover Huller N^o 4069 for which this note is given, is such that the title, ownership, or possession does not pass from the said Newark Machine Company until this note, with interest is paid in full: the said Newark Machine Company have full power to declare this note due and take possession of said Clover Huller at any time they may deem this note insecure, even before the maturity of the same.

(Signed) Jacob W. Keller. Seal
P. O. Broadway, Union County, State of Ohio.

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

Answer Newark Machine Company

Or.

6393

Jacob W. Keller.

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I, an attorney at law in the several courts of record of this State, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff, against said defendant, on said note, for the sum of one hundred and seventy-three dollars and sixteen cents, being

the amount of the note, and do hereby appeal

Entry Newark

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in open court an attorney at law for the cause, do hereby entered to said and said plaintiff ten cents on said released in the

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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 Newark Machine Company
vs.
Jacob W. Keller

Journal 16, Page 196.

6393

This day came the plaintiff, by its 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 by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for one hundred and seventy-three dollars and sixteen 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 \$173. dollars and 16 cents being the amount of said note with interest computed at 8 per cent. per annum from the 21st day of June A. D. 1892; and also its costs herein expended taxed at \$-.

Attest
R. M. Long 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 April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 24th day of June 1892 the following Petition and Answer upon Cognovit Note was filed with the Clerk of said Court, to wit:

Petition The State of Ohio,
Union County Court of Common Pleas.
P. C. Barnes, Plaintiff.
vs.
William P. Erwin,
G. T. Jackson and Finley Taylor.
Defendants.

6394

The defendants on the 1st day of August, A. D. 1886 executed and

delivered to 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 and there is now due the plaintiff on said note the sum of seventy dollars with interest at the rate of 8 per cent. per annum from the 1st day of August A. D. 1886.

Wherefore plaintiff prays judgment against said defendants for the sum of seventy dollars with interest thereon from the 1st day of August, 1886, at the rate of 8 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 and in fact.

S. S. Gardiner

Sworn to by said S. S. Gardiner before me, and by him signed in my presence this 24th day of June A. D. 1892.

Joseph Comer J. P.

Exhibit A. \$70⁰⁰. August 1st, 1886 after date, for value received, we jointly and severally promise to pay P. E. Barnes or order, Seventy 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 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 19th day of June, 1895.

S. O. Delaware, Ohio.

William P. Kerwin Seal
G. T. Jackson Seal
Finley Tyler Seal

Answer The State
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6394 P. E. Barnes

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Answer The State of Ohio,
 Union County ss
 6394 P. E. Barnes
 vs.
 William P. Erwin et al

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 defendants in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff against said defendants, on said note, for the sum of one hundred ²⁴/₁₀₀ three 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.

James M^c Campbell,
 Attorney for Defendant.

Entry P. E. Barnes
 vs.
 6394 William P. Erwin et al

Journal 16, Page 203.

This day came the plaintiff by his attorney; also appeared in open Court, for and on behalf of said defendant James M^c Campbell an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants and waived the issuing and service of process in this action and confessed a judgment on said note against said defendants, and in favor of said plaintiff for one hundred ²⁴/₁₀₀ three 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 defendants the sum of one hundred and three dollars being the amount of said note with interest computed at 8 per cent. per annum, from the 1st day of August A. D. 1886; and also his costs herein expended, taxed at \$- - -

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 R M Erwin clerk

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

Be it remembered that, heretofore, to wit, on the 16th day of June 1892, Powell, Owen, Ricketts ^{and} Black ^{and} Cole ^{and} Bales filed in the Clerk's Office of the said Court of Common Pleas the following Petition against T. J. Kilbury Admr. to wit:

Petition Powell, Owen, Ricketts ^{and} Black ^{and} Cole ^{and} Bales, Plaintiff vs.

Court of Common Pleas, Union County, Ohio.

6391. T. J. Kilbury, Admr. of the Estate of Samuel E. Taylor, Decd. Defendants.

The plaintiffs, Powell, Owen, Ricketts ^{and} Black, ^{and} Cole ^{and} Bales are both partnerships formed for the purpose of, and carrying on business in the State of Ohio.

On the 1st day of March 1888 letters of administration on the estate of Samuel E. Taylor heretofore deceased, intestate, were by the Probate Court of Union County, Ohio, duly issued to the defendant, T. J. Kilbury, who thereupon duly qualified and entered on the duties of said office and has continued ever since in such capacity. Plaintiffs say there is due them from the defendant T. J. Kilbury, Administrator of the estate of Samuel E. Taylor deceased, the sum of two hundred dollars which they claim with interest from the 6th day of December, 1889, on an account of which the following is a copy:

T. J. Kilbury, Administrator of the Estate of Samuel E. Taylor, Decd. vs. Powell, Owen, Ricketts ^{and} Black and Cole ^{and} Bales Dr. Dec. 6th 1889, To fee as attorneys for said Administrator in the suit of Samuel Taylor vs. T. J. Kilbury, Administrator of the Estate of Samuel E. Taylor, deceased, et al. in the Court of Common Pleas of Union County, Ohio \$200.⁰⁰

There are no credits on said account.

Wherefore the plaintiffs ask judgment against defendant in said sum of two hundred dollars with interest thereon from the 6th day of December, 1889.

State of Ohio, Union County ss:

Powell, Owen, Ricketts ^{and} Black ^{and} Cole ^{and} Bales, Attorneys for Plaintiffs

Edward C. Cole, being first duly sworn according to law says he is a member of the firm of Cole ^{and} Bales one of the plaintiffs, and that the facts stated and allegations contained in the above petition are true as he believes.

Edward C. Cole.

Sworn to and subscribed before me this 16th day of June 1892

Seal

R. M. Crory, Clerk

By W. M. Kinget Deputy

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Petition

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Jesse W. Abraham

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I hereby waive the issuing and service of summons and enter my appearance to the within action June 16th, 1892.

Howard C. Black, Attorney for
J. J. Kilbury, Admr. of Estate of Samuel S. Taylor, Decd.

Entry

6371

Afterward, on the 22nd day of June, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

Powell, Owen, Ricketts ^{and} Black
^{and} Cole ^{and} Bales

vs.

J. J. Kilbury, Admr.

Journal 16, Page 198.

This cause coming on for hearing by consent of parties the defendant not being in default for answer or demurrer until the 9th day of July, 1892, was by the agreement of the parties submitted to the Court upon the petition without the intervention of a jury; on consideration whereof the Court find on the issue joined between the plaintiffs, Powell, Owen, Ricketts and Black and Cole ^{and} Bales, and the defendant J. J. Kilbury, Administrator of the estate of Samuel S. Taylor, deceased, for the said plaintiffs and that the said defendant is indebted to the plaintiffs in the sum of two hundred and twenty-four ^{and} ⁵/₁₀₀ (\$224⁵⁰) Dollars.

It is therefore considered that the said plaintiffs Powell Owen, Ricketts ^{and} Black and Cole ^{and} Bales recover from the said defendant J. J. Kilbury the said sum of \$224⁵⁰ and their costs herein expended taxed to \$---

Attest
R M Lacey 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. Pice, Judge of said Court, of the term of April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 15th day of April 1892, Moses Coe filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Jesse W. Good et al.

Petition

6371

Moses Coe, Plaintiff

vs.

Jesse W. Good, Sarah
Abraham ^{and} Minty
Abraham. Defendants

Court of Common Pleas,
Union County, Ohio.

First Cause of Action: The plaintiff says: This his action is founded on a promissory note of which the following is a copy:
\$190.⁰⁰ North Lewisburg, Ohio, November 20th, 1888.
One year after date we promise to pay to Moses Coe, or order One hundred and ninety dollars for value received at --- per cent.

interest from date.

J. W. Good,
Sarah Abraham
Minty Abraham

There are no credits nor indorsements on said note and there is due from defendants to the plaintiff on said note the sum of One hundred and ninety dollars which he claims with interest from November 20th, 1888.

Second Cause of Action: The plaintiff says his second cause of action is founded upon a promissory note of which the following is a copy:

§ 522. ⁷³ North Lewisburg, Ohio, December 6th, 1888.

One year after date we promise to pay to the order of Moses Lee five hundred and twenty two ³/₄ ³/₁₀₀ dollars for value received with eight per cent. interest from date.

Jesse W. Good,
Sarah Abraham,
Minty Abraham.

There are no credits nor indorsements on said note and there is due from defendants to the plaintiff on said note the sum of five hundred and twenty two and ³/₁₀₀ dollars which he claims with interest from the 6th day of December 1888 at the rate of eight per cent. per annum.

The plaintiff says the said Jesse W. Good and J. W. Good are one and the same person.

Wherefore plaintiff asks judgment against defendants in the sum of seven hundred and twelve and ³/₁₀₀ dollars with interest on one hundred and ninety dollars thereof at the rate of six per cent. per annum from the 20th day of November 1888 and interest on five hundred and twenty two ³/₄ ³/₁₀₀ dollars thereof at the rate of eight per cent. per annum from the 6th day of December, 1888.

M^{rs}. Campbell ^{and} Gruber,
Plaintiffs Attorneys.

The State of Ohio,
Jefferson County ss:

Moses Lee, plaintiff being sworn says that he believes the facts stated and allegations in his foregoing petition to be true.
Moses Lee.

Sworn to before me and signed by said Moses Lee in my presence this 14th day of April 1892.

A. S. Buckingham, Clerk of the Court of
Common Pleas, Jefferson County.

Seal }
Praecipe Moses Lee
vs.

Court of Common Pleas,
Union County, Ohio.

Jesse W. Good et al.

To Clerk: Issue Summons upon the petition in the above case returnable according to law. Amount claimed \$712. ⁷³ with interest on \$190 ⁷³ thereof from the 20th day of November 1888 (at six per cent. per annum) and interest on \$522 ³/₁₀₀ thereof from the 6th day of December, 1888, at the rate of eight per cent. per annum.

M^{rs}. Campbell ^{and} Gruber
Plaintiffs Attorneys.

Summons

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Summon 6371 Afterward, on the 15th day of April, 1892, a summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio, Union County. To the Sheriff of Union County: You are hereby commanded to notify Jesse W. Good, Sarah Abraham, and Minty Abraham that they have been sued by Moses Loe in the Court of Common Pleas of Union County, and must answer by the 14th day of May A. D. 1892, 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 25th day of April A. D. 1892.

Witness my hand and the seal of said Court, this 15th day of April A. D. 1892. Seal R. M. Brody, Clerk.

Sheriff's Return 6371 And on the 23rd day of April, 1892, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Sheriff's Return 6371 The State of Ohio. Sheriff's Return. Union County. Received this writ April 15th, 1892, 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 22nd day of April 1892.

Indorsed: "Money: Amount claimed \$712.⁹³ \$190." at 6% per annum from November 20th, 1888^{3d} on \$522.⁹³ at 8% per annum from December 6th, 1888.

Motion 6371 Afterward, on the 23rd day of April, 1892, the following motion was filed with the Clerk of said Court, to wit:

Moses Loe vs. Court of Common Pleas, Union County, Ohio. Jesse W. Good et al. Now comes the said defendants by their attorney J. M. Kennedy and moves the Court to require the plaintiff to give security for costs herein he being a non resident of Union County, Ohio. J. M. Kennedy, Attorney for Defendants.

Answer 6371 Afterward, on the 13th day of May, 1892, the following Answer was filed with the Clerk of said Court, to wit:

Moses Loe vs. Court of Common Pleas, Union County, Ohio. Jesse W. Good et al. Now comes the defendants and for answer says to the first cause of action they deny that they were to pay interest from November 20th, 1888 but that the same was to draw interest after due only they therefore deny that they are indebted to plaintiff said sum of \$190.⁰⁰ with interest from November 20th, 1888 and ask that the plaintiff be required to remit \$11.⁰⁰ the interest for one year on said sum of \$190.⁰⁰. J. M. Kennedy, Attorney for Defendants.

State of Ohio
Union County ss:

Jesse W. Good one of the above named defendants being duly sworn says the facts and allegations of the foregoing answer are as he believes true. (Signed) Jesse W. Good.

Sworn to and subscribed before me this the 13th day of May 1892 by said Jesse W. Good. A. H. Kollerath
Notary Public.

Seal

Demurrer Afterward, on the 22nd day of June 1892, the following Demurrer was filed with the Clerk of said Court, to wit:

6371 Moses Coe

vs

Jesse W. Good et al

Court of Common Pleas
Union County, Ohio.

Now comes the said plaintiff and demurs to the answer filed herein, because said answer does not state facts sufficient to constitute a defense. James M. Campbell,
Attorney for Plaintiff.

Entry Afterward, on the 24th day of June, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6371 Moses Coe

vs

Jesse W. Good et al.

Journal 16, Page 206.

This cause being heard on the demurrer to the answer, the Court, on consideration thereof sustains the same. And thereupon the defendants failing to plead further the Court finds upon the petition that the said defendants are indebted to plaintiff in the sum of \$890.⁶¹

It is therefore considered by the Court that the plaintiff recover from the defendants the said sum of \$890.⁶¹ with interest from the first day of this term of this Court at 6% on \$228.⁴⁷ thereof, and interest at 8% on \$662.¹⁴ thereof and that plaintiff recover from defendants his costs expended in this behalf taxed at 8--

Attest
R. M. Coe, 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 April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 2nd day of January 1892, Alongo Elliott filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Inez Elliott, to wit:

Petition Alongo Elliott

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Petition Alonzo Elliott, Plaintiff
vs.

Court of Common Pleas
Union County, Ohio.

6315 Inez Elliott, Defendant

The 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. That on the 26th of October 1890 at Van Wert County Ohio, he was married to the defendant, that soon after said marriage plaintiff and defendant came to Union County where he expected and intended to make his future home and where he began to work and arrange for house-keeping. He rented a house and tried to persuade the defendant to go to keeping house, that the defendant refused to move into the house with him although it was a comfortable residence for a young man beginning life; that the defendant said many times that she would not live with plaintiff, that she did not like him and that she liked another man better; calling the plaintiff abusive and vile names, that the defendant did on the 29th day of December 1890 leave the plaintiff and the County of Union and has remained away ever since said date, and continues to so remain away, thereby grossly neglecting her duties as a wife, that for more than a year last past she has failed and wilfully neglected to perform her duties in so doing.

Wherefore the plaintiff prays the Court that he may be divorced from the defendant and have all proper relief.

F. J. Arthur,

Attorney for Plaintiff.

State of Ohio,
Union County ss:

Alonzo Elliott the plaintiff being duly sworn says the facts and allegations made in his foregoing petition are true as he verily believes. Alonzo Elliott.

Sworn to before me and subscribed in my presence by Alonzo Elliott this 2nd day of January 1892.

R. M. Leroy, Clerk of Court.

Affidavit Alonzo Elliott
vs.

Court of Common Pleas
Union County, Ohio.

6315 Inez Elliott

Alonzo Elliott, the above named plaintiff, swears that the residence of the defendant Inez Elliott is to him unknown, and that service of a summons and copy of the petition herein cannot be made within this State upon said defendant Inez Elliott; and that this action is brought by the said Alonzo Elliott against the said Inez Elliott in this Court for divorce and other relief according to the Statute in such case made and provided and further saith not.

The State of Ohio,
Union County ss:

The plaintiff Alonzo Elliott being duly sworn, says the facts stated and allegations made in this affidavit are true as he verily believes. Witness: R. M. Leroy. Alonzo Elliott.

Sworn to before me and signed by Alonzo Elliott in my presence this 2^d day of January, A. D. 1892.

Seal

R. M. Leroy, Clerk

Proof of Publication

Afterward, on the 16th day of February, 1892, Proof of Publication was filed with the Clerk of said Court, to wit:

Alonzo Elliott

vs.

Inez Elliott

Legal Notice

Inez Elliott whose place of residence is unknown will take notice that on the 2^d day of January 1892, Alonzo Elliott filed his petition in the Court of Common Pleas of Union County, Ohio, being cause N^o 6315 praying a divorce from said Inez Elliott on the ground of gross neglect of duty, and that said case will be for hearing on and after February 19th, 1892.

The State of Ohio

F. J. Arthur, Attorney for Plaintiff

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 January 7th, 1892.

A. J. Hare.

Sworn to and subscribed before me this 16th day of February 1892.

Seal

R. M. Leroy, Clerk.

Summons

Afterward, on the 27th day of February, 1892, a Summons was issued by the Clerk of said Court, to wit:

6315 The State of Ohio

Union County, ss

To the Sheriff of Van Wert County:

You are commanded to notify Inez Elliott that Alonzo Elliott 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 &c, 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 7th day of March A. D. 1892.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 27th day of February A. D. 1892.

Seal

R. M. Leroy, Clerk.

Sheriff's Return

Afterward, on the 9th day of March, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6315

Service	60
Copy	50
Mileage	2 50
Doc. Ind.	30
Return	10
Postage	12
Total	4 82

Received 10 o'clock A. M. on the 29th day of February 1892 and on the 5th day of March A. D. 1892, I served the same by handing (together with a copy of the petition) a true copy thereon to Inez Elliott. March 7th 1892 I return this writ.

A. C. Shumaker, Sheriff

By F. H. Carper, Deputy.

Petition

5343

Entry was made Alonzo Elliott vs Inez Elliott served having and there of Th ing his year nee resident married The defend -don the It marria and In hartes It tiff pay Attes and for Common of said be in the B Elizabeth Common The State Union Elizabeth Edward John W. S James F. says: Th O. Steven

Entry

Afterward, on the 19th day of April 1892, the following entry was made on the Journal by the Clerk of said Court.

6315

Alonzo Elliott

vs

Imez Elliott

Journal 16, Page 170.

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

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

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

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

It is further considered by the Court that the said plaintiff pay the costs of this proceeding and execution as 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 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 27th day of February in the year of our Lord one thousand eight hundred and eighty-eight.

Be it remembered that, heretofore, to-wit, on the 24th day of June 1887 Elizabeth J. Stevenson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Edward C. Stevenson et al, to-wit:

The State of Ohio,

Union County, ss:

Elizabeth J. Stevenson, Plaintiff

vs.

Edward C. Stevenson, Mathew Longrell

John H. Sterling, D. H. Fowler

James F. Wilgus, Defendants.

Petition for money, Sale of mortgaged lands & Relief.

Petition

5343

The plaintiff, Elizabeth J. Stevenson for her first cause of action says: That on the 25th day of July A. D. 1884 the said defendant Edward C. Stevenson made and delivered to Elizabeth J. Stevenson, plaintiff, his

note certain one promissory note, a true copy of which, with all credits and endorsements thereon is in the words and figures following, to wit:
 \$25,000.⁰⁰ Corinth, Kentucky, July 25th, 1874.

One year after date I promise to pay to the order of Elizabeth J. Stevenson Twenty-five Thousand Dollars at First National Bank of Chillicothe, Ohio. Value received.
 Edward O. Stevenson.

That said promissory note is due, and no payments have been made thereon. That there is now due said plaintiff on said promissory note, from said defendant Edward O. Stevenson the sum of Twenty-five Thousand Dollars (\$25,000⁰⁰) with interest on \$25,000⁰⁰ thereof, at the rate of six per centum per annum, payable annually, from the 25th day of July A. D. 1875 for which the plaintiff asks judgment.

For a Second Cause of Action the plaintiff says:

That in order to secure the payment of said promissory note set forth in her First Cause of Action, the interest accruing thereon, the said defendant Edward O. Stevenson executed, acknowledged and delivered to said Elizabeth J. Stevenson his mortgage deed, on said twentieth day of May A. D. 1877 for \$27,725⁰⁰ being amount due on said note on that day and thereby conveyed to said Elizabeth J. Stevenson, her heirs and assigns forever, the following described premises, lands and tenements, to wit:

Situated in the Virginia Military District, County of Union and Logan and State of Ohio, and known as part of Survey N^o 10971 in the name of the representatives of George Winchester situate in Washington Township, Union County, Ohio. To wit: Being the west one-half of said Survey and containing four hundred and fifty acres of land.

Also six hundred and seventy-four acres of land being part of Survey N^o 12112 situate in the Virginia Military District and in the Counties of Union and Logan in said State of Ohio.

The above mentioned lands are more particularly described as follows: Part of Survey N^o 10971 in the name of the representatives of George Winchester situate in Union County, Ohio, which said part is bounded as follows, to wit: Beginning at two beeches and a sugar tree south-west corner of the original Survey and south-east corner of Richard Morsey's Survey N^o 12105: thence north 78° east 200 poles to a stake in the south line of said Survey N^o 10971 equidistant between the south-west corner and the south-east corner thereof: thence N. 12° - N. 360 poles crossing Bird road at about 45 poles and crossing a branch to a stake in the north line of that part of said Survey which was divided between the grantor herein and Job C. Stevenson jointly and Minerva C. Evans under partition proceeding equidistant between the north-west corner and the north-east corner of said part: thence south 75° - N. 200 poles to two beeches and two sugar trees the north-west corner of the tract divided as aforesaid: thence with the line of said Survey N^o 12105 S. 2° E. 360 poles crossing said Bird road to the beginning - being the west-half of said part of said Survey divided as aforesaid containing 450 acres be the same more or less and part of the same lands allotted to the grantor as petitioner in partition proceedings in the Court of Common Pleas of Cross County

Ohio. State of Survey N^o B. N. 200 ^{3/4} and E. ing Court thence S. N. 75° - E. 5 Training tended part of A which h Counties of said a Recorder. Volume A. D. 1877 written, or adm the inter aforesaid virtue in and the promiss claim lien the have a but this be notified answer respectiv and the want Ed (\$25,000⁰⁰ annua A liens on premises of such due on

Ohio. Also the following real estate in the Counties of Union and Logan State of Ohio and bounded and described as follows, to-wit: Being part of Survey N^o. 12 112 in the Virginia Military District.

Beginning at the S. E. corner of said Survey at a beech: thence N. 12° W. 200 ³/₄ poles to a stake from which a ten inch beech bears N. 4° E. 10 links and 1 inch beech bears S. 12 ¹/₂° E. 20 links: thence S. 75° W. 536 ³/₄ poles and passing County Line between Union and Logan (old line) N. 79° E. 7 links: thence S. 12° E. 202 ⁷/₁₀ poles from which a beech bears N. 79° E. 23 links: thence N. 78° E. 536 ³/₄ poles passing County Line at 59 poles to the beginning containing 674 acres 101 poles be the same more or less.

The part of said above described premises hereby conveyed or intended to be conveyed being all the divided or undivided one-third part of said premises.

Also all the right title and interest of this grantor in the lands which he inherited from Minerva C. Evans situate in Union and Logan Counties as shown on the records of said Counties.

The said defendant Edward O. Stevenson has no wife.

On the twentieth day of May A. D. 1857 at 2 o'clock ⁴/₁₀ minutes P. M. of said day said mortgage deed was left for record in the office of the Recorder of said County, and the same was duly recorded by him in Volume 24, Page 315 of records of mortgage deeds on the sixth day of June A. D. 1857.

Said mortgage deed had a certain condition thereunder written, that if the said Edward O. Stevenson, his heirs, assigns, executors or administrators shall well and truly pay said promissory note, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void, otherwise to be and remain in full force and virtue in law. The condition of said mortgage deed has been broken and the same has become absolute by the non-payment of the said promissory note and interest accruing thereon.

The plaintiff has by said mortgage deed a good and valid claim upon the premises therein described, which is the first and best lien thereon.

That all the other defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises but this plaintiff is unable to state the nature or extent thereof.

The plaintiff prays that all of the defendants above named may be notified of the pendency of this petition, and that they may be required to answer the same, and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have and the time or times when the same attached thereto.

Wherefore the said plaintiff prays judgment against said defendant Edward O. Stevenson for said sum of Twenty-five Thousand Dollars (\$25000) with interest on \$25000 thereof at the rate of six per centum per annum, payable annually from the 25th day of July A. D. 1855.

And said plaintiff further says that the priority of the several liens on said mortgaged premises may be established, and that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied first to the payment of taxes, if any are due on said premises; second to the payment of the costs of this action;

and third, to the payment of this plaintiff's lien in its proper order of priority, and that she may have such other and further relief as in equity she is entitled to.

Elizabeth J. Stevenson
By Robinson & Piper her Attorneys.

The State of Ohio,
Union County, ss:

L. Piper being duly sworn says that he is one of the Attorneys duly authorized in the premises and that the matters and things set forth in the foregoing petition are true as he verily believes. And further affiant says that the plaintiff is a non-resident of the said County of Union and is now absent therefrom.

L. Piper.

Sworn to by said L. Piper before me, and by him subscribed in my presence, this 24th day of June A. D. 1857.

(Seal) John D. Burgner, Clerk.

Elizabeth J. Stevenson
vs.
Edward O. Stevenson
Mathew Lingrel, D. H. Fowler,
John H. Sterling, James F. Wilgus

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

To the Clerk of said Court:

Issue a Summons for said defendants Mathew Lingrel, John H. Sterling, D. H. Fowler and James F. Wilgus directed to the Sheriff of said County, and to Sheriff of Champaign Co. Ohio, for Edward O. Stevenson returnable according to law.

Endorse: "Action for Money, Sale of Mortgaged premises and Relief." Amount claimed \$25,000⁰⁰ with interest on \$25,000⁰⁰ thereof at the rate of 6 per centum per annum from the 25th day of July 1855.
Elizabeth J. Stevenson
June 24th, 1857. By Robinson & Piper her Attys.

Summons

Afterward, on the 24th day of June A. D. 1857, the following Summons was issued by the Clerk of said Court, indorsed, to wit:

5343

The State of Ohio,
Union County, ss:

To the Sheriff of the County of Union, Greeting:
We command you to notify Mathew Lingrel, John H. Sterling, D. H. Fowler and James Wilgus that they doal have been sued by Elizabeth J. Stevenson in the Court of Common Pleas of Union County, and that unless they answer by the 23rd day of July A. D. 1857 the petition of said plaintiff against them filed in the Clerk's Office of said Court such petition will by taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 4th day of July A. D. 1857.

Witness my hand and the seal of said Court, this 24th day of June, A. D. 1857. (Seal) John D. Burgner, Clerk.

Endorsed: In action for Money, Sale of Mortgaged premises and Relief." Amount claimed \$25,000⁰⁰ with 6 per cent. per annum from July 25th, 1855.

Sheriff's Return

And on the 4th day of July, 1857, 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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Total	8

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Copy		50
Total	\$	194

The State of Ohio.

Union County ss:

Sheriff's Return.

Received this writ June 24, A.D. 1857 at 2 o'clock P. M. and pursuant to its command, on the 25th day of June A.D. 1857 I served the same by handing a true copy of this writ with the endorsements thereon to the within named defendant Mat Lingrell and by leaving a true copy at the usual place of residence of the within named John H. Sterling and D. H. Fowler. The within named James Wilgus not found in any County.

M. Hopkins, Sheriff.

Answer

Cross-Petition

of

Mathew

Lingrel

Afterward, on the 29th day of July, 1857, the following Answer and Cross-Petition was filed with the Clerk of said Court, to-wit:

Elizabeth J. Stevenson, Plaintiff

vs.

Edward O. Stevenson, Mathew Lingrel, John H. Sterling, D. H. Fowler, James F. Wilgus, Defendants

Court of Common Pleas,
Union County, Ohio.

First: Now comes Mathew Lingrel and for his separate Answer and Cross-petition says: That as to the plaintiff's First Cause of Action this defendant has no knowledge and therefore denies each and every allegation therein.

Second: As to the plaintiff's Second Cause of Action in her petition alleged that this defendant is owner of two hundred and thirty-two acres as herein after described, part of said Survey N^o. 10971.

That this defendant bought said land at delinquent tax sale on the 20th of January 1850 from the Treasurer of Union County, Ohio, and paid thereof of tax, interest and penalty the sum of One hundred and forty-one dollars and 10 cents (\$141.¹⁰). That afterwards on the 23rd day of January 1852 a deed for said land was executed by the Auditor of Union County, Ohio, to defendant for said land described as follows:

Part of Virginia Military Survey N^o. 10971. Beginning at the said corner of said Survey in the center of a road: thence with the westerly line of said Survey N. 8 - N. 180⁶⁰ poles to a stake and 4 beches S. N. corner to John H. Sterlings: thence with his line N. 82 - E. 174³⁰ poles to a stake being the south line of John Harper's land: thence with his line N. 82 - E. 25²⁰ poles to a stake corner to Evans land: thence with R. Brewson, George Smell and John Jennings to a stone: thence with said Survey line S. 82 - N. 200 poles to place of beginning containing 260 acres, 28 acres of which defendant has sold to Robert

This defendant says immediately after receiving said deed he took possession of said land and has paid all taxes and assessments levied on the said 232 acres since that time amounting in the aggregate to \$1160.⁰⁰ including principal, interest on the original purchase money with 6 per cent. interest, and all subsequent taxes and assessments with like interest at 6%.

And this defendant says by way of further answer and Cross-Petition that on the -- day of January 1852 he took peaceable possession of said land and has continued to hold the same in quiet possession ever since and still so holds under and by virtue of said

has title and has made lasting and valuable improvements thereon consisting of a house and barn and out-houses, and the clearing 130 acres, and fencing the whole 232 acres, and 400 rods of tile ditches, ^{3/4} will the which lasting and valuable improvements is worth \$3000."

And the defendant prays the Court that on final hearing he may be ordered to be paid as a first lien for his taxes and also as a preference for his said lasting and valuable improvements and that he have such other and further relief as may be equitable.

P. B. Cole ^{3/4} Son

Elizabeth J. Stevenson, Plaintiff

vs.

Edward O. Stevenson, Defendant

Attorneys for Defendant.
Court of Common Pleas,
Union County, Ohio.

Matthew Lingrel being sworn says that the facts stated ^{3/4} allegations in his foregoing answer are true as he believes.

(Signed) Matthew Lingrel.

Sworn to before me and subscribed by Matthew Lingrel this 28th of July 1887.

(Seal) John B. Coats, Probate Judge.

Afterward, on the 29th day of July, 1887, the following Answer was filed with the Clerk of said Court, to-wit:

Answer of D. H. Fowler

Elizabeth J. Stevenson, Plaintiff

vs.

Edward O. Stevenson, Matthew Lingrel, John H. Sterling, D. H. Fowler James F. Wilgus, Defendants.

Court of Common Pleas,
Union County, Ohio

5343

Now comes D. H. Fowler, one of the defendants, and for his separate Answer to the petition of the plaintiff herein says: As to the First Cause of Action therein alleged that he has no knowledge as to the matters therein alleged or the claims therein made and therefore he denies the same and each and every allegation therein contained.

As to the Second Cause of Action alleged in plaintiff's petition, he says that he is the owner in fee simple of one hundred ^{3/4} one ^{3/4} acres, part of the land in the said petition described which part is described as follows, viz:

Bounded on the west by the County Line of said County and lands of J. F. Wilgus; on the north by a lane on lands formerly owned by Joseph Baldwin; on the east by lands of W. B. Fowler and S. Walker; on the south by lands of J. F. Wilgus and Samuel Smith and containing 101 ^{3/4} acres.

This defendant says his said ownership is by virtue of a sale for taxes made by the Treasurer of Union County, State of Ohio, on the 20th day of January 1880, of part of Survey N^o. 12112 in which said part said 101 ^{3/4} acres is included together with 90 acres making 191 ^{3/4} acres of the land described in the petition as part of Survey N^o. 12112 which was bid off at said sale by this defendant.

This defendant further says that he at the said time of said purchase of said land he paid therefor as tax interest and penalty due on the 191 ^{3/4} acres part of said Survey N^o. 12112, the sum of \$77 ⁰² which sum this defendant agreed to and did pay for said 191 ^{3/4} acres.

That from and after said 20th day of January 1880 he paid all

Answer of John H. Sterling

5343

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taxes and assessments levied on said 191 3/4 acres amounting with original purchase money and including interest and penalty in the original purchase money to the sum of \$923.¹⁰ in the aggregate.

And this defendant says by way of cross-petition and further answer that he received the deed from the Auditor of said Union County for said 191 3/4 acres on the -- day of January 1882, and that he took possession under the same in January 1882 and has ever since and now holds possession of said 101 3/4 acres in quiet possession under and by virtue of said tax title, and has made on said land (101 3/4) acres lasting and valuable improvements consisting of clearing, ditching, fencing, house and out-buildings, stable, hen-house, wood-house, wells and cistern, an orchard, of the value of \$1595.⁰⁰

And this defendant prays the Court that before he is evicted from said land he be paid in full his tax, interest and penalty, also that he be paid in like manner in full for all his said lasting and valuable improvements, and for all other and further relief that may be equitable.

P. B. Cole & Son, Defendants Attorneys.

State of Ohio,
Union County, ss:

D. H. Fowler being duly sworn says the facts stated and allegations in his foregoing pleading are as he believes true.

(Signed) D. H. Fowler.

Sworn to and subscribed before me this 28th day of July, 1887.

(Seal)

John B. Coats, Probate Judge.

Answer of
John H.
Sterling

5343

Afterward, on the 29th day of July, 1887, the following Answer was filed with the Clerk of said Court, to-wit:

Elizabeth J. Stevenson, Plaintiff

vs.

Edward O. Stevenson, Matthew
Lingrel, John H. Sterling,
D. H. Fowler, James F. Wilgus, Defendants.

Court of Common Pleas,
Union County, Ohio.

First Cause: Now comes John H. Sterling, one of the defendants, and for his separate Answer to the petition of the plaintiff says: As to the First Cause of Action therein alleged that he has no knowledge as to the facts stated and claims therein made and he therefore denies the same and each and every allegation therein.

Second Cause: And as to the Second Cause of Action alleged in the plaintiffs petition this defendant further answering says, that he is the owner in fee-simple by virtue of a sale for taxes made by the Treasurer of Union County, State of Ohio, on said last named day on a part of the land described in petition as part of Survey N^o 10971 and of which land A. J. Sterling duly and legally bid off at said sale one hundred and ninety acres thereof which is described as follows:

Beginning at two beeches and two sugars (all down) in the west line of Survey N^o 10971 and N. W. corner to nine hundred acres charged for taxes in the name of Mary Ann Boggs: thence with the N. line of said 900 acres N. 79 1/2 - E. 174 3/10 poles to a stake (red oak bears N. 85 - E. 21 links, sugar bears S. 36 1/2 - N. 1 pole 19 links): thence S. 10 1/2 - E. 174 3/10 to a

stake (beech bears N. 8 1/2 - E. 10 links). thence S. 79 1/2 - N. 174 3/10 poles to a stake and beech in the west line of said Survey N. 10971: thence with said line N. 10 1/2 - N. 174 3/10 poles to the beginning containing 190 acres, part of Survey N. 10971. This deed was made to A. J. Sterling and J. H. Sterling and A. J. Sterling conveyed his share to this defendant.

Defendant further says that he at the said time of purchase of said land paid therefor as tax interest and penalty due on the 900 acres the sum of \$234.71.6 which sum this defendant agreed to and did pay for said 190 acres. That from and after said 15th of January 1867 he paid all taxes and assessments levied on said 190 acres amounting to, including interest and penalty on the original purchase money, \$195.00 in the aggregate.

And the defendant says by way of further answer and cross-petition that he received the deed from the Auditor of said Union County for said 190 acres on the 24th of April 1869 and that he took possession under same in 1870 and has ever since and now holds in the quiet possession of said 190 acres of land under and by virtue of said tax title, and has made on said land lasting and valuable improvements consisting of a house, of the clearing and fencing all said land and a large amount of tile ditching to amount of 300 rods and addition a large amount of open ditch. And this defendant prays the Court that before he is evicted from said land he be paid in full his interest and penalty.

Also that he be paid in like manner in full for all his said lasting and valuable improvements and for all other and further relief that may be equitable.

P. B. Coats ^{Att} Law
Elizabeth J. Stevenson Plaintiff. | Attorneys for Defendant.

vs.
Edward O. Stevenson et al. Defendant

John H. Sterling being sworn says the facts stated and allegations in his foregoing answer are true as he believes.

(Signed) J. H. Sterling.

Sworn to before me and subscribed in my presence by John H. Sterling this 25th July, 1887.

John B. Coats,
Probate Judge.

(Seal)

Afterward, on the 26th day of October, 1887, the following Reply was filed with the Clerk of said Court, to wit:

Elizabeth J. Stevenson, Plaintiff
vs.
Edward O. Stevenson, et al. Defendants.
Court of Common Pleas
Union County, Ohio.

The plaintiff says she denies that said Matthew Lingrel is the owner in fee of the land in his answer described and says the tax sale set up in his answer as the basis of his title to said land was defective and contained no description of any land and not describing the land in said answer set up but the said Matthew Lingrel took possession of said land before said tax sale justified him in doing so and committed large waste of valuable timber thereon, and she denies that said Lingrel hath made valuable improvements to the amount named in his answer, and denies that he has paid taxes to the amount so named and she says she therefore denies the allegations therein relating to said amounts and she says said

Reply to
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Loringel has had the use of said lands all the time he has alleged and received large profits for the use of said lands for which in equity he should account in offset for any taxes he has paid and valuable improvements he has made and that any waste he hath committed should in equity be applied against said improvements. She therefore asks that an account be taken of said taxes and improvements and rents and waste and a just allowance be made said Loringel and be paid out of said lands when sold.

Robinson & Piper,

Attorneys for Plaintiff.

The State of Ohio,
Union County ss:

J. W. Robinson being duly sworn deposes and says he is one of plaintiff's Attorney in this case and plaintiff is a non-resident of this County and now absent therefrom, and this affiant believes the allegations of the above Reply are true.

J. W. Robinson.

Sworn to before me and signed in my presence this 26th of October 1887.

(Seal)

John D. Burquer, Clerk.

Reply to
Answer of
D. H. Fowler

Afterward, on the 26th day of October, 1887, the following Reply was filed with the clerk of said Court, to wit:

Elizabeth J. Stevenson, Plaintiff.

Court of Common Pleas,
Union County, Ohio.

vs.

5343

Edward O. Stevenson et al. Defendants.

Now comes the plaintiff and for reply to the answer of D. H. Fowler says she denies that said Fowler is the owner in fee simple of any part of the said lands and says the pretended tax sale which he sets up in his said answer as the basis of his said ownership was defective because of imperfect and lack of any description of said land and she also denies that he, said Fowler, has paid the taxes which he alleges in his answer, and denies that he has made valuable improvements thereon as alleged but she says he has had large benefits and profits from the use of said lands which he has occupied ever since he took possession as he alleges and he should in equity to account for said use and profits to be deducted from any taxes paid and from any valuable improvements made thereon and she further says that the said Fowler has committed large waste of the valuable timber on said land and which also should in equity be deducted from taxes and improvements &c:

Robinson & Piper,

Attorneys for Plaintiff.

The State of Ohio,
Union County ss:

J. W. Robinson being duly sworn deposes and says he is one of plaintiff's attorneys in this case and she is not a resident of said County and is absent therefrom, and he believes the allegations of the above reply are true.

J. W. Robinson.

Signed and sworn to before me and signed in my presence by J. W. Robinson this 26th of October, 1887.

(Seal)

John D. Burquer, Clerk.

Reply

Afterward, on the 26th day of October, 1887, the following Reply was filed with the clerk of said Court, to wit:

5343

Reply to Elizabeth J. Stevenson, Plaintiff.

Court of Common Pleas, Union County, Ohio.

Answer of Edward O. Stevenson, et al. Defendant

John H. Sterling Now comes the plaintiff and for reply to the answer of John H. Sterling says she denies that said Sterling is the owner in fee simple of said land in his answer described and says the pretended tax sale which he sets in his said answer as the basis of his said title thereto was defective because the said tax sale described no land and did not describe the said land in his answer aforesaid.

And she also denies that said Sterling hath made valuable improvements to the amount he has named and not in excess of \$- - and she denies that he hath paid taxes to the amount so named and says the amount does not exceed \$- - -

The said plaintiff further says said Sterling received large quantities of timber of value on said lands to be deducted from said improvements. And the said plaintiff says said Sterling has received large benefits and profits from the use of said lands which in equity should be credited on the value of his said improvements and taxes.

And plaintiff prays that an account be taken of said improvements and taxes and rents &c and the proper relief be granted in the premises.

The State of Ohio. Union County, ss:

Robinson & Piper, Attorneys for Plaintiff.

J. W. Robinson being duly sworn says he is one of the plaintiffs Attorneys in this case and the plaintiff is now absent from said County and is now resident of said County, and this affiant believes the allegations of the foregoing reply are true. J. W. Robinson.

Sworn to before me and signed in my presence this 26th of October 1857. (Seal) John D. Burgner, Clerk.

Entry Afterward, on the 27th day of October, 1857, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Elizabeth J. Stevenson, Plaintiff vs. Edward O. Stevenson, et al. Defendants

Journal 14, Page 319.

On motion by plaintiff leave is granted her to file Reply to the Answers of Matthew Lingrel, D. H. Fowler, and J. H. Sterling, and Replies filed October 27th, 1857.

Motion Afterward, on the 27th day of October, 1857, the following motion was filed with the Clerk of said Court, to wit:

Elizabeth J. Stevenson, Plaintiff vs. Edward O. Stevenson et al. Defendants

Court of Common Pleas Union County, Ohio.

Defendant John H. Sterling moves the Court for an order striking out of the reply of plaintiff to the answer of this defendant the words and figures following viz: "The said plaintiff further says said Sterling received large quantities of timber of value on said lands to be deducted from said improvements." Also the follow-

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ing words: " And the said plaintiff says said Sterling has received large benefits and profits from the use of said lands which in equity should be credited on the value of his said improvement and taxes.

The words asked to be stricken out being irrelevant, redundant and not incompetent for reply.

P. B. Cole & Son

Cameron & Woodburn

Attorneys for J. H. Sterling

Motion

Afterward, on the 27th day of October, 1857, the following motion was filed with the clerk of said Court, to wit:

5343

Elizabeth J. Stevenson, Plaintiff

vs.

Edward O. Stevenson, et al. Defendants

Court of Common Pleas,
Union County, Ohio.

The defendant Matthew Lingrel moves the Court for an order striking from the reply of the plaintiff to the separate answer of this defendant the words and figures following, viz: "but the said Matthew Lingrel took possession of said lands before said tax sale justified him in doing so and committed large waste of valuable timber thereon."

Also the following, viz: "and she says said Lingrel has had the use of said lands all the time he has alleged and received large profits for the use of said lands for which in equity he should account in offset for any taxes he has paid and valuable improvement he has made.

Also the following, viz: "And that any waste he hath committed should in equity be applied against said improvement.

P. B. Cole & Son,

Cameron & Woodburn

Attorneys for Matthew Lingrel.

Entry

Afterward, on the 24th day of November, 1857, the following entry was made on the Journal by the Clerk of said Court, to wit:

5343

Elizabeth J. Stevenson, Plaintiff

vs.

Edward O. Stevenson et al. Defendants

Journal 14, Page 359.

This day came the plaintiff but the defendant Edward O. Stevenson made default whereupon the Court find the allegations of said petition in the first ground of action to be true and there is due plaintiff from said Edward O. Stevenson on the said note in said petition described the sum of Twenty-eight Thousand Three Hundred and Seventy-five dollars with interest from the first day of this term of Court.

Whereupon it is considered ordered and adjudged by the Court that said plaintiff recover of the said Edward O. Stevenson said sum of Twenty-eight Thousand Three Hundred and Seventy-five dollars with interest from the first day of this term of Court and her costs in this behalf expended taxed to \$---. And as to the rights of plaintiff under said mortgage and the rights of the defendants John H. Sterling, Matthew Lingrel and P. H. Fowler this cause is submitted to the Court on the motion to strike out parts of the Replies to their Answers.

Entry

6343

Afterward, on the 9th day of January, 1858, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Elizabeth J. Stevenson, Plaintiff.

vs.

Journal 14, Page 371.

Edward O. Stevenson et al Defendants

This day came on this cause to be heard on the motion of defendants to strike out of plaintiffs Replies matters relating to waste and relating to use of the lands as shown by said motions. Whereupon the Court being fully advised in the premises do overrule said motions and thereupon the defendants aforesaid excepted to said ruling and judgment of the Court and this cause is continued.

Entry

6343

Afterward, on the 6th day of April, 1858, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Elizabeth J. Stevenson, Plaintiff

vs.

Journal 14, Page 447.

Edward O. Stevenson et al Defendants

This day came the parties to this case and submitted this cause to the Court, whereupon the Court being fully advised in the premises do find that said defendants John H. Sterling, Matthew Lingrel and D. H. Fowler are in possession of said lands without fraud or collusion on their part and further find that said tax sales under which they hold possession are invalid for the purpose of conveying title by reason of insufficient description of the land in the advertisement for sale as delinquent for non payment of taxes and for that reason they do not convey to said defendants the legal title thereto, and thereupon said defendants John H. Sterling, Matthew Lingrel, and D. H. Fowler demand a Jury under the occupying claimant law which demand is overruled by the Court to which ruling and judgment the said defendants except.

And thereupon the Court further find that there is due plaintiff from said Edward O. Stevenson secured by mortgage as alleged in said petition the sum of \$25,000⁰⁰ with six per cent. interest from July 25th 1855 now amounting on this 6th of April 1858 to the sum of Twenty-nine Thousand and Forty dollars (\$29,040⁰⁰)

It is therefore considered ordered and decreed that the plaintiff recover of said defendant Edward O. Stevenson said sum of \$29,040⁰⁰ found due as aforesaid and her costs herein taxed to \$.

And it is further decreed and ordered by the Court that unless the said Edward O. Stevenson within ninety days pay said judgment and costs and interest to the plaintiff that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell said lands in the petition described, and as to all questions not herein disposed of including the question of taxes paid and the improvements made by the said Sterling and said Lingrel and said Fowler. This cause is continued for further action.

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Afterward, on the 21st day of November, 1858, the following entry was made on the Journal by the clerk of said Court, to-wit:
Elizabeth J. Stevenson, Plaintiff
vs.
Edward O. Stevenson, et al. Defendants | Journal 14, Page 550.

This day came the parties herein and the Court by consent of the defendant John H. Sterling and the plaintiff and Edward O. Stevenson find that in satisfaction of the said John H. Sterling's claim in said land for taxes and interest and for improvements by him deducting therefrom the rents and damages done on said land the sum of Twenty-eight hundred and eighty-six ³⁴/₁₀₀ ⁵⁶/₁₀₀ dollars ought to be paid April 1st, 1859 at which time said John H. Sterling is to relinquish his interest in said land by release deed to plaintiff and surrender peaceable possession of said tract in his possession to her.

It is therefore considered ordered and adjudged by the Court that if said plaintiff and Edward O. Stevenson fail to pay to said John H. Sterling on the 1st of April 1859 said sum of \$2806 ³⁴/₁₀₀ ⁵⁶/₁₀₀ that an order of sale issue to the Sheriff of this County commanding him to appraise advertise and sell the land described in said John H. Sterling's answer to satisfy said claim and on the payment of the same said Sterling shall relinquish his entire interest in said land but shall deliver possession on the 1st of April 1859, and this claim is a lien on said land prior to the claim of the plaintiff thereon. Said John H. Sterling is also to recover his costs in this behalf expended.

Entry
5343

Afterward, on the 6th day of December, 1858, the following entry was made on the Journal by the clerk of said Court, to-wit:
Elizabeth J. Stevenson, Plaintiff
vs.
Edward O. Stevenson, et al Defendant | Journal 14, Page 562.

This day came the parties herein and the Court by consent of the defendant Matthew Lingrel and by consent of the plaintiff and of Edward O. Stevenson find that in satisfaction of the said Matthew Lingrel's claim in said land for taxes and interest and for improvements made by him and deducting therefrom the rents and damages done on said land, the sum of Twenty-nine hundred and thirty-four dollars ought to be paid April 1st, 1859 at which time said Lingrel is to relinquish his interest in said land by his release deed to plaintiff and deliver peaceable possession of the said tract in his possession to her except he is to have the right to cut and harvest the crop of wheat now growing thereon by giving to said plaintiff one-half of the wheat in the bushel at the machine.

It is therefore considered, ordered and adjudged by the Court that if the said plaintiff and said Edward O. Stevenson fail to pay to said Matthew Lingrel on the 1st of April 1859 said sum of \$2934⁰⁰ that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell the land described in said Lingrel's Answer to satisfy said claim; and on payment of the same said Lingrel shall relinquish his entire interest in said land but

shall deliver possession the 1st of April 1889; and this claim is a lien on said land prior to the plaintiff's claim thereon, and said Lengel is to pay no costs in this case.

Entry

5343

Afterward, on the 5th day of December, 1888, the following Entry was made on the Journal by the Clerk of said Court, to-wit:
Elizabeth J. Stevenson, Plaintiff

vs.

Journal 14, Page 580.

Edward O. Stevenson, et al. Defendants

This day came the parties herein and the Court by consent of the defendant D. H. Fowler and by consent of plaintiff and of Edward O. Stevenson find that in satisfaction of the said D. H. Fowler's claim in said land for taxes and interest and for improvements made by him after deducting therefrom the rents and damages done on said land the sum of fourteen hundred dollars ought to be paid April 1st, 1889 to said D. H. Fowler at which time said Fowler is to deliver possession of the 101^{3/4} acres of said land in his possession and in his answer described and by his quit-claim release his interest in said land to the plaintiff. It is therefore considered, ordered and decreed by the Court that if said plaintiff fails to pay said sum of money, viz: \$1400⁰⁰ to said Fowler on or before April 1st, 1889 that an order of sale issue at his request to the Sheriff of this County commanding him to advertise appraise and sell said 101^{3/4} acre tract to pay said \$1400⁰⁰ which the Court finds to be the first lien on said 101^{3/4} acre tract.

The Court further authorize the plaintiff to file an amendment to her petition and make further parties and this cause is continued for further order.

If said \$1400⁰⁰ be not paid by April 1st, 1889 the said Fowler may at his option surrender and enforce this decree or may continue to farm the land another year from that date on the usual custom of the County between landlord and tenants and enforce this decree for payment of the \$1400⁰⁰ and interest from April 1st, 1889 at the same time.

Amendment

to Petition

5343

Afterward, on the 24th day of December, 1888, the following Amendment was filed with the Clerk of said Court, to-wit:

Elizabeth J. Stevenson, Plaintiff

vs.

Court of Common Pleas
Union County, Ohio.

Edward O. Stevenson, et al. Defendants

The said plaintiff in addition to and as an Amendment to the said plaintiff's petition she represents that Job E. Stevenson and the heirs of Daniel Evans, deceased, and the heirs of Robert Evans, deceased, claim to be the owners in fee simple of an undivided fractional and to the 6.74 acres and 101 poles mentioned in said original petition and plaintiff says that in a certain proceeding in this Court for partition of said lot of 6.74^{10/100} acres made on the petition of the heirs of Shannon Reed, deceased, vs. Edward O. Stevenson (see Vol. 7, Page 607 of the complete Records of this Court) 3.38^{1/5} acres of said lot were set off to Edward O. Stevenson and Minerva E. Evans together and which 3.38^{1/5} acres are taken in a square sided shape off of the

Summons

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west end of said 674 ¹⁰¹/₁₀₀ acre tract (see said partition record for a full description of said 337 ¹/₂ acre lot). And the plaintiff says that in addition to the persons named in said original petition as interested in said imperfect and illegal tax sales the following persons have some interest, to wit: James F. Wilgus 70 acres; Samuel Smith 20 acres; George Bird 62 acres; John Calahan 20 acres; Robert Stanley 10 acres and Christopher Smith 50 acres; and all of them claim some lien on said lands for taxes and improvements; also that Job C. Stevenson has some claim thereon.

Therefore plaintiff prays that said parties be all made defendants and set up their several interests in said lands and that plaintiff may have proper order of sale of the lands owned by said Edward C. Stevenson and such other and further relief as law and equity may require.

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

The State of Ohio
Union County, ss:

J. W. Robinson being duly sworn deposes and says he believes the allegations of the foregoing Amendment to plaintiff's petition are true; that he is Attorney for plaintiff in this behalf and plaintiff is a non-resident of said County now absent therefrom.

J. W. Robinson.

Sworn to before me and signed in my presence by J. W. Robinson this 24th of December 1888.

(Seal) R. M. Leroy, Clerk.

To the Clerk of said Court:

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

Filed December 24th, 1888.

J. W. Robinson

Afterward, on the 25th day of December, 1888, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio,

Summons Union County, ss: To the Sheriff of the County of Logan, Greeting

5343

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

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

Witness my hand and the Seal of said Court, this 25th day of December A. D. 1888.

(Seal) R. M. Leroy, Clerk.

Endorsed: Action to foreclose mortgage, adjust Tax liens and other equitable relief.

Sheriff's Return

And on the 1st 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, viz:

5-3-43

Service	\$ 75
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Copy	50
Return	30
Total	\$4 73

The State of Ohio, | Sheriff's Return.
 Logan County, ss:
 Received this writ December 26th A.D. 1858, at 2 o'clock P. M. and pursuant to its command on the 28th day of December A.D. 1858, I served the same by delivering a certified copy thereof with the endorsements thereon to James P. Wilgus & John Calahan December 28th, 1858. And I served by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of Christopher Smith, Robert Stanley & George Bird December 28th, 1858. Samuel Smith was not found in Logan County, Ohio.

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

Order of Sale

Afterward, on the 19th day of October, 1858, an Order of Sale was issued by the Clerk of said Court, to wit:

5-3-43

The State, of Ohio,
Union County, ss:

To the Sheriff of said County, Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 6th day of April 1858 Elizabeth Stevenson obtained a Judgment and Decree against Edward C. Stevenson et al for the sum of twenty-nine thousand and forty dollars and thirty five ²/₁₀₀ ³/₁₀₀ dollars costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed that the said Edward C. Stevenson within 90 days from the 6th day of April A. D. 1858 pay unto the said Elizabeth Stevenson the said sum of twenty-nine thousand and forty dollars with interest from the 6th day of April 1858 and costs aforesaid; and, on default to pay the same that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiffs petition to: And Whereas, the 90 days aforesaid have fully expired, and the said sum of twenty-nine thousand and forty 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 Survey N^o: 10971.

Beginning at the S. W. corner of said Survey in the center of a road: thence with the westerly line of said Survey and the center of the 900 acre tract known as the Boggs lot and in the corner of A. C. Denney's land: thence N. 79 ¹/₂ - E. 200 poles to the N. W. corner of the Annie C. Evans lot: thence S. 5^o - W. 35-4 ³/₁₀₀ to the S. W. corner of the George J. Gline lot and in the Survey line: thence with the Survey line westerly 200 poles to the center of a road in the west line of the survey to the place of beginning and being the part of said 900 acres set off to Edward C. Stevenson by proceedings in Court in partition and containing 450 acres more or less.

Also as follows and land owned by S. Walker contained in judgment that you regulate such sale and interproceeding from the

(Seal)

Sheriff's Return

returned as follows

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Also the following lands in Survey N^o. 12 1/2 bounded and described as follows: Bounded on the west by the County Line of said County and lands of J. F. Wilgus; on the north by a lane on lands formerly owned by Joseph Baldwin; on the east by lands of W. B. Fowler and S. Walker; on the south by lands of J. F. Wilgus and Samuel Smith containing 101 3/4 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 19th day of October, A. D. 1891.

R. M. Leroy, Clerk.

Sheriff's Return

And on the 21st day of November, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to-wit: The State of Ohio,

Service	\$ 30
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Swear. "	25
Convey. "	3 00
Writing Apis.	50
Copy of "	50
Notice to Ptr.	50
Affidavit to	30
Writing Notice	50
Mileage	4 80
Boardage	95 00
Return	25
Total	108 10
Appraisers' Fee	3 00
Printer's Fee	16 40

Union County ss: Sheriff's Return. Received this writ the 19th day of October A. D. 1891, and on the 21st day of October, A. D. 1891, I called an inquest of J. B. Johnson, Aaron Coleman, and N. M. Baldwin 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 (First described tract \$27.00.; Second at \$38⁰⁰ 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 21st day of November, 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 Elizabeth Stevenson, first described tract of about 210 acres at \$20⁰⁰ per acre; second tract of 230 acres at \$18⁰⁰ per acre; third, of about 92 acres at \$30⁵⁰ per acre, she being the highest bidder therefore, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Entry
5343
Afterward, on the 20th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Elizabeth J. Stevenson, Plaintiff

vs.

Journal 16, Page 61.

Edward C. Stevenson et al. Defendant

This day came on this cause to be heard on the motion to direct the Sheriff to offer for sale the 450 acre tract of land in two lots and the Fowler lot up to the line of partition between Edward C. Stevenson and Job C. Stevenson, and to sell in payments.

Therefore the Court being fully advised in the premises do find it would be to the mutual advantage of all the parties that said motion be sustained and it is therefore ordered by the Court that the Sheriff offer to sell said 450 acre tract in two lots by offering that part in Matthew Lingrel's possession and running back from the road on the line between his lot and John H. Sterling's lot and extending in the same course to the line of the 450 acre in one lot, and offering the balance of tract in the other lot.

Also that he offer the tract in D. H. Fowler's possession and extending to the line of partition between Job C. Stevenson and Edward C. Stevenson part of that tract, and that all of said lands be sold on the terms following, viz: one-half cash in hand and the balance in two equal payments, one in one year and one in two years with interest to be secured by mortgage on the premises.

Proof of Publication
5343
Afterward, on the 12th day of January, 1892, a Proof of the Publication on Order of Sale was filed with the Clerk of Court, to-wit:

Elizabeth Stevenson,

Sheriff's Sale

On Order of Sale.

Ed. C. Stevenson, 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 November 21st 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 Washington, County of Union, and State of Ohio, and described as follows: Part of Survey N^o 1971, beginning at the S. W. corner of said Survey in the center of a road: thence with the westerly line of said Survey and the center of said road North 8^o N. 35^o 4^o ³⁶/₁₀₀ poles to the north-west corner of the 900 acre tract known as the Boggs lot, and in the corner of A. C. Denny's land: thence N. 79^o 2^o E. 200 poles to the N. W. corner of the Annie E. Evans lot: thence S. 8^o N. 35^o 4^o ³⁶/₁₀₀ poles to the S. W. corner of the George P. Cline lot in the Survey line: thence westerly 200 poles to the center of a road in the west line of the Survey, and to the place of beginning, and being the part of said 900 acres set off to Ed. C. Stevenson by proceedings in Court in Partition, and containing 450 acres, more or less.

Also the following lands in Survey N^o 12112 bounded and described as follows: Bounded on the west by the County Line of said County and lands of J. F. Wilgus; on the north by a land on lands formerly owned by Joseph Baldwin; on the east by lands of W. B. Fowler and S. Walker; on the

south by more or less

praised. The Stat Union Co. ed notice a newspe lication.

(Seal)

motion

5343

filed with Elizabeth Ed. C. Ste D. H. Fow returned in this money remains

Entry

5343

Aft made on Elizabeth Edward the Order sales of defendant the purch that no f has been be and it it is fut that sai November the term two equa interest

Alias Order of Sale

5343

Aft Sale was

South by lands of J. P. Wilgus and Samuel Smith containing 101 ³/₄ acres more or less. First tract appraised at \$27⁰⁰ per acre; Second tract appraised at \$38⁰⁰ 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 Marietta Tribune a newspaper of general circulation in the County of Union, the first publication beginning with October 21st, 1891.

N. C. Shearer.

Sworn to and subscribed before me this 11th day of January 1892.

(Seal)

R. M. Leroy, Clerk

By N. M. Winget, Deputy.

Motion

Afterward, on the 5th day of April, 1892, the following Motion was filed with the Clerk of said Court, to wit:

5343

Elizabeth J. Stevenson

Court of Common Pleas.

vs.

Union County, Ohio.

Ed. C. Stevenson et al

Now come the defendants John H. Sterling, Matthew Lingel, and D. H. Fowler and moves the Court to set aside the several sales of land returned by the Sheriff as made to plaintiff under the order of sale issued in this case and for grounds thereof say: That no part of the purchase money has been paid on either or any of said sales, and the same remains wholly unpaid.

J. B. Cole, Defendants Attorney.

Entry

Afterward, on the 6th day of April, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

5343

Elizabeth J. Stevenson, Plaintiff.

Journal 16, Page 161.

vs.
Edward C. Stevenson et al. Defendants

This cause came on to be heard on the return of the Sheriff of the Order of Sale issued herein with the report of his proceedings and sales of lands and tenements under said writ, and the motion of defendants to set aside the same for non payment by the purchaser of the purchase money. On consideration whereof the Court find

that no part of the purchase money bid on said sales or either of them has been paid. It is therefore ordered that said several sales each

be and the same are hereby set aside and held for naught. And it is further ordered that a new order of sale of said lands issue and

that said lands be offered sold in parcels as heretofore ordered at the November term 1891 of this Court and as therein described and upon

the terms following, to wit: One-half cash in hand and the balance in two equal payments, one in one year and one in two years with

interest to be secured by mortgage on the premises.

Alias

Order of Sale

5343

Afterward, on the 5th day of April, 1892, the following Alias Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio.
Union County ss:

To the Sheriff of said County, Greeting:

Whereas, At a term of Court of Common Pleas, holden at the Court House within and for said County, upon the 6th day of April 1888 Elizabeth Stevenson obtained a judgment or decree against Edward C. Stevenson et al for the sum of twenty-nine thousand and forty dollars, and thirty-five dollars, costs of suit:

And Whereas, it was then and there by said Court ordered, adjudged and decreed that the said Ed. C. Stevenson shall within 90 days from the 6th day of April A. D. 1888 pay unto the said Elizabeth Stevenson the sum of twenty-nine thousand forty dollars with interest at 6 per cent. from the 6th day of April 1888 and costs aforesaid; and upon default to pay the same, that an order of sale issue to the Sheriff of said County commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiffs petition, to: And Whereas, after the ninety days aforesaid have fully expired, and the said sum of twenty-nine thousand and forty dollars and costs aforesaid, had not been paid, or any part thereof, as appears to us of record, then in accordance with said order of the Court an order of sale issue out of this Court, on the nineteenth day of October, A. D. 1891, under which the following lands and tenements were appraised and advertised and offered for sale, to wit: In Survey N^o 12112 bounded and described as follows, to wit: Bounded on the west by the partition line between Job C. Stevenson and Edward C. Stevenson part of that tract; and on the north by a lane on lands formerly owned by Joseph Baldwin; on the east by lands of N. B. Fowler and S. Walker; and on the south by lands of J. F. Nilgus and Samuel Smith containing 91 acres more or less.

Also the following lands, to wit: Part of Survey N^o 10971, beginning at the S. W. corner of said Survey in the center of a road; thence with the westerly line of said Survey and the center of said road N. 8° - N. 354 ³/₁₀₀ poles to the N. W. corner of the 900 acre tract known as the Bogg's lot and in the corner of A. C. Henney's land; thence N. 79° - E. 200 poles to the N. W. corner of the Annie C. Evans lot; thence S. 8° - N. 354 ³/₁₀₀ to the S. W. corner of the George T. Cline lot and in the Survey line; thence with the Survey line westerly 200 poles to the center of a road in the west line of the Survey and to the place of beginning and being the part of said 900 acres set off to Ed. C. Stevenson by proceedings in Court in partition and containing 450 acres more or less.

It is therefore ordered by the Court that the Sheriff offer and sell said 450 acre tract in two lots by offering that part in Matthew Klingel's possession, by running back from the road on the line between his lot and John H. Sterlings to it and extending in the same course to the line of the 450 acre lot in one lot; and offering the balance of tract in the other lot.

And whereas, no sale was had under said order.

We therefore command you, that you proceed without delay to advertise and sell, according to the statute regulating sales on judgments and executions at law, the said premises above described, under the appraisalment had under the said former order of sale, to wit: \$38⁰⁰ per acre second, two lots at \$27⁰⁰ per acre; and the moneys arising from said

Sheriff's Return

5343

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sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness my hand and the seal of said Court, this 5th day of April A. D. 1892. (Seal) R. M^o. Leroy, Clerk.

Sheriff's Return

Afterward, on the 7th day of May, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit:

5343

Notice to Ctr.	30
Affidavit of Ctr.	30
Writing Notice	30
Mileage	3 20
Return	50
Deed (Mrs. Stevenson)	2 00
Printer's Fee	19 00
Total	25 60

The State of Ohio.

Union County, ss Sheriff's Return. In obedience to the command of the Order of Sale hereto annexed, I did on the 6th day of April, 1892, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale, at the door of the Court House in said County, on the 7th day of May A. D. 1892 at 1 o'clock P. M.

of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks and in pursuance to said notice, I did on said 7th day of May A. D. 1892 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 Elizabeth Stevenson who bid for the same the sum of ten thousand four hundred and five ³/₄ ³/₁₀₀ dollars, and said sum being more than two-thirds of the appraised value thereof and said Elizabeth Stevenson being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to her for said sum of ten thousand four hundred and five ³/₄ ³/₁₀₀ dollars.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 6th day of May A. D. 1892, a Proof of Publication was filed with the clerk of said Court, to wit:

Elizabeth Stevenson vs.

Sheriff's Sale

Ed. C. Stevenson 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, at or about the hour of one o'clock P. M. on Saturday May 7th, 1892 the following described real estate, to wit: Situated in the State of Ohio, County of Union, and Township of Washington, and bounded and described as follows: Being in Survey N^o 12112 and bounded on the west by the partition line between Job C. Stevenson and Edward C. Stevenson, part of that tract; and on the north by a lane on lands formerly owned by Joseph Baldwin; on the east by lands of W. B. Fowler and S. Walker; and on the south by lands of J. F. Wilgus and Samuel Smith containing 91 acres more or less.

Also the following lands, to wit: Part of Survey N^o 10971, beginning at the south-west corner of said Survey in the center of a road: thence with the westerly line of said Survey and the center of said road N. 8^o - N. 35 4 ³/₁₀₀ poles to the north-west corner of the 900 acre tract

known as the Bogg's lot and in the corner of the A. C. Denney's land; thence N. 79 1/2° - E. 200 poles to the north-west corner of the Annie C. Evans lot; thence S. 8° - W. 35 3/4° to the south-west corner of the George T. Chime lot and in the Survey line; thence with the Survey line westerly 200 poles to the center of a road in the west line of the Survey and to the place of beginning, and being the part of said 900 acres set off to Ed. C. Stevenson by proceeding in Court in partition and containing 750 acres more or less. First tract appraised at \$38⁰⁰ per acre: Second two lots appraised at \$27⁰⁰ 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 April 6th, 1892.

W. C. Shearer.

Sworn to and subscribed before me this 6th day of May 1892.

(Seal) R. M. Crory, Clerk.

Entry

Afterward, on the 24th day of June, 1892, the following entry was made on the Journal by the Clerk of said Court, to-wit:

5343 Elizabeth J. Stevenson, Plaintiff

Journal 16, Page 207.

vs. Edward O. Stevenson, et al. Defendants

This day came on this cause to be heard on the motion to confirm sales and distribute proceeds of sales, whereupon the Court being fully advised in the premises do sustain said motion and confirm and approve the sales of the land made in this case as reported by the Sheriff, and order said Sheriff to execute and deliver to the plaintiff, the purchaser, a deed in fee-simple for the lands so sold and conveying to her the interest of all the defendants in said lands.

And thereupon the Court order that the sum of \$2821⁷⁰ be paid to M. Lingrel in full satisfaction of his tax claim as allowed in this case; and that \$3119⁶⁴ be paid to John H. Sterling in full of his claim as allowed; and that \$1400⁰⁰ be paid G. A. Smith the Assignee of D. H. Fowler in full of his claim on said land and that he pay the sum of \$327²⁴ the costs taxed and a lien on said land all of which has already been done by the Sheriff; and the balance of the purchase money amounting to \$2630⁸² be applied on the decree in the plaintiff's favor in this cause and for the balance of said decree the Court hereby awards execution against said Edward O. Stevenson as upon judgment at law.

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R M Crory clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of November, to-wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 9th day of March 1891, Mary Woolam filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Catharine Mast et al. to-wit:

Mary Woolam, Plaintiff
vs.
Catharine Mast, Margaret Nash
Lucy Boyer, Emily Sharp,
Melissa Sharp, William Hutson
Robert W. Hill & Maria Hutson
Defendants.

Court of Common Pleas,
Union County, Ohio.

Petition

6160

Plaintiff has a legal right to and is seized in fee simple as daughter and one of the heirs at law of Henry Hutson, deceased, of the undivided one-seventh part of the following real estate: Situate in the County of Union and State of Ohio and part of Military Survey N^o 6595, beginning at a stake in the center of the Dewitt road and in the west line of land formerly owned by John H. Preston: thence with said line S. 5^o - E. 150 poles to a stone south-west corner of said land and in the south line of said Survey N^o 6595: thence with said line S. 84^o - N. 30^o poles to a stone: thence N. 5^o - N. 79 poles to a stone: thence S. 87^o - N. 34 poles to a stone: thence N. 5^o - N. 7 poles to a stone: thence N. 82^o - E. 13^o to a stone: thence N. 5^o - N. 28^o poles to a stone (near a black Walnut tree), a corner to the Thompson Bishop land: thence with the southerly line of said land N. 89^o - E. 36^o poles to a stone: thence with the east line of said land N. 5^o - N. 44^o poles to a stake north-east corner to said Thompson Bishop's land and in the north line of said Survey N^o 6595: thence with said line N. 84^o - E. 2^o poles to a stake in the center of said Dewitt road: thence with the center of said road S. 62^o - E. 15^o poles to the beginning containing 32^o acres.

The defendant Maria Hutson as widow of Henry Hutson is entitled to dower in said premises. The defendants Catharine Mast, Margaret Nash, Lucy Boyer, Emily Sharp, Melissa Sharp and William Hutson are each entitled to the one-seventh part of said premises subject to the dower interest of said Maria Hutson. That all of said defendants are tenants in common with the plaintiff. That Robert Hill claims some interest in said land by way of judgment lien. Plaintiff desires to have her interest set off to her in severalty and prays that the dower of said Maria Hutson may be assigned to her and that subject thereto partition may be made or if that cannot be done without manifest injury that such proceedings may be had as are authorized by law.

State of Ohio,
Union County, ss:

D. W. Ayers, Attorney for Plaintiff.

Mary Woolam, being first duly sworn says the facts stated and allegations in her foregoing petition are as she believes true.
Mary Woolam.

Sworn to before me and signed in my presence this 9th day of March 1891. (Seal) R. M. Leroy, Clerk.

To the Clerk:

Issue summons in the above case to the Sheriff of Union County Ohio for William Hutton, Robert N. Hill, Maria Hutton Margaret Nash; to Sheriff of Franklin County, Ohio, for Emily Sharp and Melissa Sharp. Endorse: "Action for Partition."

March 9th, 1891.

S. W. Ayres,

Attorney for Plaintiff.

Affidavit

6160

Afterwards, on the 9th day of March, 1891, the following Affidavit was filed with the Clerk of said Court. To wit:

Mary Nollam, Plaintiff

vs.

Catharine Mast et al. Defendants

Court of Common Pleas,
Union County, Ohio.

Mary Nollam being first duly sworn says that service of summons cannot be made in this State on the defendant Catharine Mast and that the cause is one of those mentioned in Section five thousand and forty-eight of the Revised Statutes of Ohio.

State of Ohio,

Mary Nollam.

Union County, ss:

Sworn to before me and signed in my presence by Mary Nollam this 9th day of March, 1891. (Seal) R. M. Leroy, Clerk.

Summons

6160

Afterward, on the 14th day of March, 1891, a Summons was issued by the Clerk of said Court, endorsed as follows:

The State of Ohio,

Union County,

To the Sheriff of said County.

You are hereby commanded to notify William Hutton, Elizabeth Hill, executrix of Robert Hill, deceased, Maria Hutton, Margaret Nash, that they have been sued by Mary Nollam in the Court of Common Pleas of Union County, and must answer by the 11th 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 23rd day of March A. D. 1891.

Witness my hand and the seal of said Court, this 14th day of March A. D. 1891.

(Seal) R. M. Leroy, Clerk

Endorsed: "Action for Partition of Lands."

Sheriff's Return

And on the 23rd 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.

Exp. Return	\$	38
Adl. Dfts.		45
Mileage	4	80
Copies (4)		80
Total	6	33

Union County

Sheriff's Return.

Received this writ March 14th, A. D. 1891 at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 21st day of March, 1891.

Thomas Martin, Sheriff.

Summons

6160

by the Clerk of the State of Ohio Union County

Sharp in the Court the 11th day taken as

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6160

After was filed Mary Nollam

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Summons

Afterward, on the 14th day of March, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

6160

The State of Ohio,
Union County

To the Sheriff of Franklin County:

You are hereby commanded to notify Emily Sharp, and Malissa Sharp (impleaded with others) that they have been sued by Mary Nollam in the Court of Common Pleas of Union County and must answer by the 11th 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 23rd day of March A.D. 1891.

Witness my hand and the seal of said Court, this 14th day of March, A.D. 1891. R. M^c Leroy, Clerk.

And on the 25th 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,

sev. Return	45
Postage	04
Mileage	96
Locketing	30
Copy	50
Total	\$2.25

Franklin County | Sheriff's Return.

Received this writ March 17th A.D. 1891, at 9 o'clock A.M. and served same by leaving a true and duly certified copy of this writ with all the endorsements thereon at the usual place of residence of Emily Sharp. And after diligent search I was unable to find within named defendant Malissa Sharp within my bailiwick. Brice W. Custer, Sheriff
By W. W. Stennous, Deputy.

Præcipe

Afterward, on the 17th day of March, 1891, a Præcipe for a Summons was filed with the Clerk of said Court, to wit:

6160

Mary Nollam, Plaintiff
vs.

Court of Common Pleas,
Union County, Ohio.

Catharine Mast et al
Defendants

To the Clerk: Issue Summons and copy of Petition in the above case for Catharine Mast to Sheriff of Jay County, Indiana, town of Portland, returnable according to law. D. W. Ayers, Attorney for Plaintiff.

Summons

Afterward, on the 19th day of March, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

6160

The State of Ohio,
Union County

To the Sheriff of Jay County, Indiana:

You are hereby commanded to notify Catharine Mast (impleaded with others) that she has been sued by Mary Nollam in the Court of Common Pleas of Union County, and must answer by the 18th 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 30th day of March A.D. 1891.

Witness my hand and the seal of said Court, this 19th day of March A.D. 1891.

(Seal) R. M^c Leroy, Clerk.

Endorsed: "Action for Partition of Real Estate"

And on the 4th day of April, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which returns as follows: Returned for want of time.

Summons 6160 Afterward, on the 6th day of April, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio,

Union County

To the Sheriff of Jay County, Indiana.

You are hereby commanded to notify Catharine Mast (impleaded with others) that she has been sued by Mary Wollam in the Court of Common Pleas of Union County, and must answer by the 9th 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 20th day of April A.D. 1891.

Witness my hand and the seal of said Court, this 6th day of April A.D. 1891. (Seal) R. M^c Leroy, Clerk.

Indorsed: "Action for Partition of Real Estate"

Sheriff's Return And on the 13th day of April, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which returns as follows, to wit: The State of Indiana

Ser ^y Return	45
Mileage	1 00
Total	\$, 45

County of Jay.

Sheriff's Return.

Received this writ April 6th A.D. 1891, at 2 o'clock P.M. and served same by reading to and within hearing of Catharine Mast April 11th, 1891. A. D. Gillum, Sheriff Jay County, Ind.

Certified Copy of Journal Entry in Probate Court Afterward, on the 1st day of May, 1891, the following Transcript was filed with the Clerk of said Court, to wit:

The State of Ohio,

Union County, ss.

Mary Wollam,

In Probate Court, January Term, 1891.

Plaintiff

vs.

Catharine Mast et al. Defendants

Journal Vol. 12, Page 200 Application for Appointment of Receiver Monday April 27th, 1891.

On application of Mary Wollam, plaintiff, herein for the appointment of a Receiver herein and it being made to appear that there is no Judge of the Supreme Court or Court of Common Pleas present in the County and that the plaintiff is entitled to have a Receiver appointed this action being a proper one for such appointment. M. Bishop is hereby appointed in said action.

That before entering upon his duties as such Receiver the said M. Bishop shall execute an Undertaking to Mary Wollam, Catharine Mast and others in the sum of five hundred dollars (\$500⁰⁰) with Surety to be approved by the Clerk of the Court of Common Pleas conditioned as required by law. And further it is ordered that said Receiver be sworn as by Statute required in such case.

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

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of Ohio to be kept, hereby certify that the foregoing is taken and copied from Journal 12, Page 200 of the proceedings of the Probate Court within and for said County, in the matter of Mary Wollam, Plaintiff vs. Catharine Mast and others and that said foregoing copy has been compared by me with the original Entry on said Journal N^o 12, Page 200 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 27th day of April A.D. 1891.
(Seal) Leonidas Piper, Probate Judge.

Answer

Afterward, on the 25th day of May, 1891, the following Answer was filed with the Clerk of said Court, to wit:

Mary Wollam, Plaintiff
vs.
Catharine Mast, Margaret Nash, Lucy Boyer, Emily Sharp, Malissa Sharp, William Hutson, Robert W. Hill
and Maria Hutson, Defendants.

Court of Common Pleas,
Union County, Ohio.

The answer of Maria Hutson, one of the defendants to the petition of Mary Wollam, plaintiff says:
1st Defense: The plaintiff at the commencement of this action was and still is the wife of Israel Wollam who is still living.
2^d Defense: The said Maria Hutson one of the defendants to the petition of Mary Wollam, plaintiff, as aforesaid, as a further answer to said petition says, that Catharine Mast one of the defendants therein named at the commencement of this action was, and still is the wife of George Mast who is still living; that Margaret Nash another defendant named in said petition at the commencement of this action was and still is the wife of Genas J. Nash who is still living; that Emily Sharp another defendant named in said petition was at the commencement of this action and still is the wife of Leonard Sharp who is still living; that Malissa Sharp another defendant in said petition named, was at the commencement of this action the wife of Charles Sharp, who is still living; and that Robert Hill named in said petition as Robert W. Hill died long before the commencement of this action leaving a last Will and Testament and that Elizabeth Hill is executrix of said Will and should be made a defendant to said petition.

The said Maria Hutson, defendant, therefore prays that said action be dismissed for the defect of parties plaintiff and defendants at the cost of said plaintiff.
The State of Ohio,
Union County ss:
John B. Coats, Attorney for
Maria Hutson.

Maria Hutson one of the defendants being sworn says she believes the facts stated in the foregoing answer to be true.
Maria Hutson.

Sworn to by the said Maria Hutson before me and signed

by her in my presence the 16th day of May A. D. 1891.

(Seal)

R. M. Leroy, Clerk of Court.

Entry
6160 Afterward, on the 26th day of May, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Mary Nollan

vs.

Catharine Mast et al

Journal 15, Page 524.

On motion leave is granted to the defendant Maria Hutson to file answer instanter, thereupon answer was filed.

Demurrer
6160 Afterward, on the 26th day of May, 1891, a Demurrer was filed with the Clerk of Court, to wit:

Mary Nollan

vs.

Catharine Mast et al

Court of Common Pleas,

Union County, Ohio.

The plaintiff now comes and for demurrer in this says: the answer of Maria Hutson filed herein does not contain facts sufficient to constitute a defense herein. D. W. Ayers, Attorney for Plaintiff.

Entry
6160 Afterward, on the 13th day of June, 1891, the following Entry was made on the Journal by the Clerk of Court, to wit:

Mary Nollan

vs.

Catharine Mast et al

Journal 15, Page 547.

This day this cause came on to be heard on the demurrer to the plaintiff to the answer of Maria Hutson was argued by counsel and submitted to the Court; on consideration whereof the Court sustain said demurrer. To all of which rulings the said defendant then excepted.

Answer
of
Maria
Hutson
6160 Afterward, on the 16th day of November, 1891, the following Answer was filed with the Clerk of said Court, to wit:

Mary Nollan, Plaintiff

vs.

Catharine Mast et al, Defendants

Court of Common Pleas,

Union County, Ohio.

And now comes Maria Hutson, widow of Henry Hutson, deceased and one of the defendants in the above entitled case, and for answer to said case, says that she is the widow of said Henry Hutson deceased and as such is entitled to dower in the premises described in said petition and that her age is 42 years, and waives the assignment of dower by miles and bounds or in rents and profits; and asks the Court that said premises may be appraised and sold free from her dower estate therein and that the value of such dower estate may be allowed and paid her in money out of the proceeds of sale as the Court may deem reasonable.

Maria Hutson by
John B. Coats, her Attorney.

The State of Ohio,
Union County ss:

John B. Coats being duly sworn says that he is the attorney

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John B. Coats
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Sworn
in my presence
(Seal)

Entry
6160 Mary Nollan
vs.
Catharine Mast et al

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Writ of
Partition
Dower
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As
was filed
State of Ohio
Union County

Bishop, B
Maria Hutson

of the defendant Maria Hutson, and that the said Maria Hutson is now absent from said County of Union, and that the facts set forth in the answer are within the personal knowledge of the said John B. Coats as the attorney of the said defendant Maria Hutson, and that he believes the facts stated in the foregoing to be true.

John B. Coats.

Sworn to by the said John B. Coats before me and by him signed in my presence this 16th day of November, A. D. 1891.
(Seal)

R. M. Leroy, Clerk of Court

Entry

Afterward, on the 16th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

6160

Mary Nollan

vs.

Catharine Mast et al

Journal 16, Page 52.

And now this cause coming on to be heard on the petition and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition and that they are in default for answer thereto.

Thereupon the Court further finds that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition; that the said Maria Hutson, widow, is entitled to dower therein and that subject thereto the plaintiff Mary Nollan has a legal right to the one-seventh part thereof, and that Catharine Mast, Margaret Nash, Lucy Boyer, Emily Sharp, Malissa Sharp and William Hutson are also each entitled to the one-seventh part thereof subject to said dower interest: and that the plaintiff is entitled to have partition made of said premises as prayed in her petition.

It is therefore ordered, adjudged and decreed that partition be made of said estate and by the oaths of M^r Henry Bishop, B. W. Evans J. D. M^r Campbell three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make and set off the same.

And it is ordered that if said estate is entire and cannot be divided by metes and bounds said estate be appraised free from the dower interests of the said Maria Hutson, she answering waiving dower by metes and bounds and electing to take her reasonable dower in money.

And it is ordered that a writ issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are hereinbefore severally entitled and of his proceedings herein the said Sheriff is ordered to make due return.

Writ of Partition

Dower

6160

Afterward, on the 16th day of November, 1891, a Writ of Partition was filed with the Clerk of said 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 M^r Henry Bishop, B. W. Evans and G. Bishop you cause to set off and assigned to Maria Hutson widow of Henry Hutson, late of said County, deceased,

Court. Entry was

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Answer

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one full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union, State of Ohio, and part of Virginia Military Survey N^o: 6595.

Beginning at a stake in the center of the Dewitt road and in the west line of lands formerly owned by John B. Preston: thence with said line S. 5° - E. 150 poles to a stone south-west corner of said land and in the south line of said Survey N^o: 6595: thence with said line south 84° - N. 30⁰⁰/₁₀₀ poles to a stone: thence N. 5° - N. 79 poles to a stone: thence S. 87¹/₂ - N. 34 poles to a stone: thence N. 5° - N. 7 poles to a stone: thence N. 82° - E. 13⁰⁰/₁₀₀ poles to a stone: thence N. 5° - N. 28⁰⁰/₁₀₀ to a stone (near a black walnut tree) a corner to the Thompson Bishop land: thence with the south line of said land N. 89° - E. 36⁰⁰/₁₀₀ poles to a stone: thence with the east line of land N. 5° - N. 44⁰⁰/₁₀₀ poles to a stake north-east corner to said Thompson Bishop land and in the north line of said Survey N^o: 6595: thence with said line N. 84° - E. 2⁰⁰/₁₀₀ poles to a stake in the center of said Dewitt road: thence with the center of said road S. 62¹/₄ - E. 15⁰⁰/₁₀₀ to the beginning containing 32⁰⁰/₁₀₀ acres, Subject to said Dower estate, among the persons named herein; and in the following proportions, to wit:

- To Mary Wollam, One-seventh, ($\frac{1}{7}$) part,
- " Catharine Mast, One-seventh, ($\frac{1}{7}$) part,
- " Margaret Nash, One-seventh, ($\frac{1}{7}$) part,
- " Lucy Boyer, One-seventh, ($\frac{1}{7}$) part,
- " Emily Sharp, One-seventh, ($\frac{1}{7}$) part,
- " Malissa Sharp, One-seventh, ($\frac{1}{7}$) part,
- " William Hutson, One-seventh ($\frac{1}{7}$) part,

The defendant Maria Hutson, answering, waives dower by metes and bounds and elects to take her dower in money, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain civil action, for Partition and Dower, wherein the said Mary Wollam, plaintiff, and Catharine Mast, Margaret Nash, Lucy Boyer, Emily Sharp, Malissa Sharp, William Hutson and Maria Hutson 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 16th day of November, A. D. 1891.

(Seal) R. W. Leroy, Clerk.

Sheriff's Return

And on the 24th day of November, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County, to wit:

Service	60
Mileage	3 20
Ex. Writ	1 20
Swear Com.	25
Convey Com.	1 50
Return	25
Total	7 00
Commissioners	3 00

As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oaths of M^{rs}: Kendry Bishop, B. W. Evans, and L. Bishop; said Commissioners being of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.

Given under my hand this 24th day of November 1891.
Thomas Martin, Sheriff.

Common Report

Mary Wollam vs. Catharine Mast et al.

in this the report upon a said land do estimate \$49⁰⁰/₁₀₀ per acre

Entry

made on Mary Wollam vs. Catharine Mast et al.

6160

Order of Sale in Partition

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6160

Comm. Report

Mary Wollam vs. Catharine Mast et al

Union County, ss: Court of Common Pleas In Partition & Dower

According to the command of the writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises we are of the opinion that the said lands cannot be divided without manifest injury, and we do estimate the value of the same clear of said Dower Estate at \$49⁰⁰ per acre.

Given under our hands this 24th day of November A. D. 1891.

B. W. Evans
Commissioners }
M. Bishop
L. Bishop

Entry

Afterwards, on the 2nd day of December, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6160

Mary Wollam vs. Catharine Mast et al

Journal 16, Page 96.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein and on motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at \$- - the Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said estate at its appraised value on motion of the plaintiff it is ordered that said estate be sold at public auction and that an order issue therefore to the Sheriff of Union County. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

Order of Sale in Partition

Afterward, on the 9th day of December, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:
The State of Ohio.

6160

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 November Term A. D. 1891 in a certain petition for Partition, now pending in said Court wherein Mary Wollam, plaintiff, and Catharine Mast, Margaret Nash, Emily Sharp, Malissa Sharp, Lucy Boyer William Hutson, and Maria Hutson defendants, we command you that, without delay, you proceed to sell at public auction, the lands and tenements in said petition described, to wit: Situate in the County of Union, State of Ohio and part of Virginia military Survey N^o 65-95. Beginning at a stone in the center of the Dewitt road and in the west line of lands formerly owned by John H. Preston: thence with said line S. 5^o E. 150 poles to a stone south-west corner of said land and in the south line of said Survey N^o 65-95: thence with said line S. 84^o N. 30⁰⁰/₁₀₀ poles to a stone: thence N. 5^o N. 7^o poles to a stone: thence S. 87¹/₂ N. 34 poles to a stone: thence

N. 5° - N. 7 poles to a stone: thence N. 82° - E. 13 1/2° poles to a stone: thence N. 5° - N. 28 1/2° poles to a stone (near a black walnut tree) corner to the Thompson Bishop land: thence with the S. line of said land N. 89° - E. 36 1/2° poles to a stone: thence with the east line of said land N. 5° - N. 44 1/2° poles to a stake north-east corner to said Thompson Bishop land, and in the north line of said Survey N° 65° 5: thence with said line N. 84° - E. 2 1/2° poles to a stake in the center of said Dewitt road: thence with the center of said road S. 62 1/2° - E. 15 1/2° poles to the beginning containing 32 1/2 acres.

Appraised at \$47⁰⁰ per acre free the Dower Estate of Maria Hutson; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this writ. Witness my hand and the Seal of the said Court, at Marysville this 9th day of December A. D. 1891.

(Seal)

R. M. Leroy, Clerk.

And on the 11th day of January, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County, to wit:

Service	1 20
Mileage	2 40
Copy to Pbr.	35
Poundage	13 95
Return	25
Total	18 15
Deed	2 00
Making ^{1/2}	1 00
Total	29 15
Printer's Fee	16 25

As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio; and on the 9th day of January A. D. 1892, at one o'clock P. M. on said day, at the door of the Court House, in said County, I offered for sale, at public auction, the lands and tenements described in this writ; and then and there came Beverly Depp who bid for said premises the sum of fifty-six ²⁴/₁₀₀ dollars per acre said sum being more than two-thirds the appraised value; and he being the highest and best bidder, I declared the purchaser.

Thomas Martin, Sheriff
Union County, Ohio.

Proc of Pub

Afterward, on the 11th day of January, 1892, a Proof of Publication was filed with the Clerk of said Court, to wit:

6160 Mary Nollan vs.

Catharine Mast et al

Sheriff's Sale
On Order of Sale in Partition.
Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday December 26th 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, State of Ohio, and part of Virginia Military Survey N° 65-95. Beginning at a stake in the center of the Dewitt road and in the west line of lands formerly owned by John H. Preston: thence with the said line S. 5° - E. 15° poles to a stone, south-west corner of said land, and in the south line of said survey N° 65-95: thence with said line south 84° - N. 30 1/2° poles to a stone: thence N. 5° - N. 79° poles to a stone: thence S. 87 1/2° - N. 34 poles to a stone: thence N. 5° - N. 7 poles to a stone: thence N. 82° - E. 13 1/2° poles to a stone: thence N. 5° - N. 28 1/2° to a stone (near a black walnut tree) a corner to the Thompson Bishop land: thence with the south line

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Proc of Pub Mary Nollan vs.

6160 Catharine Mast et al

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Summons

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of said land N. 89° E. 36. ⁵⁰/₁₀₀ poles to a stone: thence with the east line of land N. 5° W. 44. ⁵⁰/₁₀₀ poles to a stake north-east corner to said Thompson Bishop land and in the north line of said Survey N. 65° 45': thence with said line N. 84° E. 2. ⁵⁰/₁₀₀ poles to a stake in the center of said Dewitt road: thence with the center of said road S 62° 4' E. 15. ⁵⁰/₁₀₀ to the beginning containing 32. ⁷⁵/₁₀₀ acres. Appraised at \$49.00 per acre.

Terms: 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.

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 November 25th, 1891.

W. C. Shearer.

Sworn to and subscribed before me, this 11th day of January 1892.

(Seal)

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

Præcipe Mary Wollam
vs
Catharine Mast et al

Filed December 11th, 1891.

To the Clerk: Issue Summons and copy of Petition to the Sheriff of Jay County, Indiana. Endorse: Action for Partition. Returnable according to law. D. W. Ayers, Attorney for Plaintiff.

Summons Afterward, on the 11th day of December, 1891, the following Summons was issued by the Clerk of said Court, indorsed as follows:

6160 The State of Ohio,
Union County

To the Sheriff of Jay County, Indiana:

You are hereby commanded to notify Catharine Mast (impleaded with others) that she has been sued by Mary Wollam in the Court of Common Pleas of Union County, and must answer by the 9th day of January A. D. 1892, 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 21st day of December A. D. 1891.

Witness my hand and the seal of said Court, this 11th day of December A. D. 1891.

(Seal)

R. M. Leroy, Clerk.

Endorsed: Action for "Partition of Real Estate."

Sheriff's Return

And on the 18th day of December, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows: To wit The State of Indiana

Ser. Return	\$ 45
Mileage	1 00
Pocket	10
Total	\$ 55

Jay County
Received this writ December 12th, 1891, at 2 o'clock P. M. and served same by delivering a certified copy of the summons and also a certified copy of the original petition to the defendant Catharine Mast on the 15th day of December, 1891. S. A. D. Hillman
Sheriff Jay County, Indiana

6160 *Craicape* Mary Wollam vs.

Filed December, 18th, 1891

6160 *Catharine Mast et al*

To the Clerk: Issue Summons to Sheriff of Madison County Ohio for Malissa Sharp, returnable according to law. Endorse: Action for Partition. D. W. Ayers, Attorney for Plaintiff.

Summons

Afterward, on the 18th day of December, 1891, the following Summons was issued by the Clerk of said Court, endorsed as follows:

6160 *The State of Ohio, Union County*

To the Sheriff of Madison County:

You are hereby commanded to notify Malissa Sharp (impleaded with others) that she has been sued by Mary Wollam in the Court of Common Pleas of Union County, and must answer by the 16th day of January A. D. 1892, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 28th day of December A. D. 1891.

Witness my hand and the seal of said Court, this 18th day of December A. D. 1891.

(Seal) R. M. Leroy, Clerk.

Endorsed: Action for "Partition of Real Estate"

Sheriff's Return

And on the 24th day of December, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

6160

Seriff's Return	60
Mileage	3 20
Copy	20
Total	\$7 00

The State of Ohio, Madison County.

Sheriff's Return

Received this writ December 19, A. D. 1891, at 4 o'clock P. M. and served same by delivering personally to the within named Malissa Sharp, December 21, 1891, a true and duly certified copy of this writ with all the endorsements thereon. Benj. Emery, Sheriff Madison County.

Report of Receiver

Afterward, on the 9th day of January, 1892, the Report of Receiver was filed with the Clerk of said Court.

6160

Mary Wollam vs.

Receiver's Account

October 31 st , 1891, Received of rent from Maria Hutson from rent of lands described in the petition	\$23 00
October, --, 1891, Paid Albert Sharp for labor	5 50
November 2, 1891, Paid A. Sharp \$3 ⁰⁰ for labor	3 00
December 21, 1891, Received of Beverly Lepp for corn,	\$5 60
December 25, 1891, Received of Jesse Allen for corn,	3 50
Received of Beverly Lepp	4 00
	\$76 00
Balance	\$76 00

Said Receiver's charge for services rendered for renting house, corn ground, pasture, and having fences repaired, Thirty dollars, \$30 00

Attorney fee to D. W. Ayers for the Application of the appointment of the Receiver herein; trip with horse and buggy to Mr. Hendry Bishop's 15 miles the making this settlement, and counseling said Receiver

Balance \$31 00

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Answer
Cross-Petition
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Entry
6160 Mary Wollam vs.
Catharine
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State of Ohio,
Union County ss

M^r. Wendry Bishop being duly sworn says the above Account is a true and correct statement of his Receivship in the above case and that the charges therein made are reasonable.

M. Bishop

Sworn to before me and signed in my presence this 9th day of January 1892. (Seal) L. Piper, Probate Judge.

Afterward, on the 11th day of January, 1892, Answer ^{and} Cross-Petition was filed with the Clerk of said Court, to wit:

Mary Nollan, Plaintiff
vs.
Catharine Mast et al.
Defendants

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

6160 And now comes the said defendant Elizabeth M. Hill, executrix of the Last Will and Testament of Robert Hill, deceased, and for answer by way of cross-petition to plaintiff's petition herein filed, says: That she is the duly appointed and qualified executrix of the Last Will and Testament of Robert Hill, deceased. That as such executrix she obtained a judgment, by the consideration of the Court of Common Pleas of said Union County, Ohio, against said Henry Britson, now deceased, on the ninth day of July, 1890, for the sum of Two Thousand ⁴/₁₀₀ Eighty ³/₁₀₀ dollars with interest thereon at the rate of eight per cent. per annum from May 26th, 1890. That said judgment is still in full force, unreversed and unsatisfied, except a payment of \$400⁰⁰ May 16th, 1891, and 69 ⁴⁵/₁₀₀ June 30th, 1891.

This defendant therefore asks that she be allowed the sum of \$1801⁹⁹ with eight per cent. interest thereon from June 30th, 1891, being the balance due on said judgment - out of the proceeds of said sale and for all proper relief in the premises.

The State of Ohio,
County of Union ss: John M. Brodrick
Attorney for Defendant Elizabeth M. Hill

John M. Brodrick, being sworn makes oath that he is the attorney for said Elizabeth M. Hill, executrix of the Last Will and Testament of Robert Hill, deceased, duly authorized in the premises. That the facts set forth in the foregoing answer and cross-petition are within the personal knowledge of affiant, and that the facts stated therein, are as affiant believes, true.

Sworn to by said John M. Brodrick, before me and signed by him in my presence this eleventh day of January, 1892. R. M. Crou, Clerk
(Seal) by N. M. Winget, Deputy

6160 Afterward, on the 14th day of January, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Mary Nollan
vs.
Catharine Mast et al
Journal 16, Page 108-122.

This day this cause came on for hearing on the motion of the plaintiff to confirm the sale heretofore made herein. Upon producing the return of the Sheriff of said sale and on examination

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thereof the court find the same regular in all respects and in conformity to the order of the court.

It is therefore considered and ordered by the court that said sale be and the same is hereby confirmed and the Sheriff is ordered to convey said premises to the purchaser Beverly Depp.

And the court coming on now to the distribution of the proceeds of said sale it is ordered that out of the money in his hands amounting to \$619⁵² the Sheriff pay

First: To the Treasurer of this County the taxes due on said premises amounting to \$-

Second: To the Clerk of this Court the costs herein (including a counsel fee of \$52¹⁷ to D. W. Ayers) taxed at \$--.

The distribution of said fund is left for the further order of this court.

Afterward, on the 4th day of May, 1892, the following entry was made on the Journal by the clerk of said court.

Entry

6160

Mary Holland

vs.

Catharine Mast et al.

Journal 16, Page 193.

This day this cause came on for further hearing on motion for distribution of the proceeds herein. It is ordered that out of the money in the hands of the Sheriff amounting to \$619⁵² he pay

1st. To the Treasurer of this County the taxes due on said premises amounting to \$136⁸³.

2nd. To the Clerk of this Court the costs herein (including a counsel fee of \$52¹⁷ to D. W. Ayers) taxed at \$146²⁴.

3rd. To Maria Hutson the 1/3 of her dower interest in said premises (the entire dower interest being \$437²⁷ amounting to \$145⁹⁵).

4th. The residue \$190⁶⁰ to be paid to Gilbert R. Hill, Administrator de bonis non with the Will annexed of the estate of Robert Hill, deceased, to apply on the judgment of Elizabeth M. Hill executrix of the Will of Robert Hill, deceased, said Elizabeth M. Hill having died and said Gilbert R. Hill being her successor.

5th Said purchaser to execute to the Sheriff his two notes, secured by mortgage on the premises, for \$619⁵² each due respectively in one and two years from the date of sale with six per cent. interest from said day of sale, and the same to be held by the Sheriff for further order of the court herein.

Attest
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Petition

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

Be it remembered that, heretofore, to-wit, on the 26th day of April 1889, Melvina M. Robinson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against James J. Robinson, to-wit:

Petition	Melvina M. Robinson, Plaintiff vs. James J. Robinson, Defendant	Court of Common Pleas, Union County, Ohio.
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Plaintiff says that she has been a resident of Union County and the State of Ohio for more than a year last past. That on the 11th day of August 1871 at the County of Mercer, State of Missouri she was married to the defendant. That as the fruits of said marriage they have had born unto them the following children: Ira V. Robinson born March 21st 1874; Lewis B. Robinson born April 17th 1876.

Plaintiff says that she has always conducted herself toward the defendant as a faithful and obedient and frugal wife, but the defendant disregarding his marital duties has been for many years guilty of gross neglect of duty toward the plaintiff and her children, often failing to provide her with necessary food and clothing so that she has frequently reduced to the necessity of calling upon her friends for assistance.

Plaintiff further says that said defendant has been guilty of abuse and extreme cruelty toward the plaintiff often cursing and swearing at the plaintiff and has threatened to strike and beat the plaintiff and at one time drew his revolver and threatened to shoot the plaintiff if she refused to go back to live with him.

Plaintiff further says that said defendant has at present the custody care and control of said children aforesaid, and that he is wholly unfit to educate, care for and control them. That he is very profane in his language, very passionate and violent in his temper and is in no way a fit person to care for children and give them a proper education and to fix their characters, and to make useful men of them, often swears at them and gives them bad advice.

Plaintiff therefore prays that upon the final hearing of this case she be divorced from the defendant; that she have reasonable alimony decreed her and that she be decreed the custody, care, control and education of said children, Ira V. Robinson and Lewis B. Robinson and for all proper relief in the premises.

Melvina M. Robinson by
J. M. Kennedy her Attorney

Præcipe To the Clerk:

Issue summons and copy of petition for defendant James J. Robinson to Sheriff of Union County, Ohio. Endorsed: Divorce & Alimony and custody of children prayed for.
Filed April 26th, 1889.

J. M. Kennedy, Attorney for Plaintiff.

Afterward, on the 26th day of April 1889, a Summons was issued by the Clerk of said Court indorsed as follows:

Summons

The State of Ohio,
Union County, ss:

To the Sheriff of Union County:

5794

You are commanded to notify James J. Robinson that Melvina M. Robinson has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with cruelty and neglect and asking that she be divorced from him and that she have alimony &c: and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 6th day of May A. D. 1859.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 26th day of April A. D. 1859. (Seal) R. M. Leroy, Clerk.

Endorsed: "Action for Divorce & Alimony & care of children"

Sheriff's Return

And on the 27th day of April, 1859, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows: Received 1 o'clock P. M. on the 26th day of April, A. D. 1859. I served

5794

Service	\$ 30
Copy	20
Mileage	1 60
Total	\$ 2 10

the same by delivering a true copy thereof with the endorsements thereon together with a certified copy of the petition to the within named James J. Robinson.

Thomas Martin, Sheriff.

Entry

Afterward, on the 19th day of June 1859, the following entry was made on the Journal by the Clerk of said Court, to wit:

5794

Melvina M. Robinson

vs.

Journal 15, Page 124.

James J. Robinson

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 after hearing the testimony in the case and being fully advised in the premises doth find the said James J. Robinson the defendant had been guilty of gross neglect and that all and singular the facts stated in the petition are true.

Whereupon by reason of the aggressions on the part of said James J. Robinson the said Melvina M. Robinson is hereby granted a divorce from her said husband and the said marriage between them annulled.

And it is further ordered and adjudged by the Court that the plaintiff be allowed (\$300.) three hundred dollars alimony.

And it is further adjudged that the defendant pay the costs of this action taxed at \$-

Attest

R M Leroy Clerk

Petition

6275

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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 B. Price Judge of said Court, of the term of November, to-wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 24th day of October, 1891, Elizabeth B. Price filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Job Smith et al, to-wit:

Petition State of Ohio,

Union County | In the Court of Common Pleas.

6273 Elizabeth B. Price, Plaintiff

vs.

Job Smith, Julia A. Smith, his wife,
Elza B. Davis, Jane Davis, his wife
John N. Smith, Defendants.

First Cause of Action: The defendant, Job Smith, is indebted to plaintiff in the sum of five hundred dollars, which plaintiff claims with interest at seven per cent. from the first day of September, 1891, payable semi-annually upon a promissory note, of which the following is a copy.

" \$500.00 Richmond, Indiana, June 15th, 1887.

Copy of Note

" Five years after date, I promise to pay to the order of Joseph J. Dickinson Five hundred 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's fees. The drawers and endorsers severally waive presentment for payment, protest, 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 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.

P. O. Raymonds, (Signed) Job Smith.

Union County, Ohio.

The above note has, upon the back of it, the following, which is the only indorsement: " Pay to the order of Elizabeth B. Price without recourse on me." (Signed) Joseph J. Dickinson.

There are no credits. Two of the coupons referred to in said note are now past due and unpaid, and this note is, therefore now due and payable.

Second Cause of Action: Said defendant, Job Smith, is indebted to plaintiff in the further sum of twenty five dollars, which plaintiff claims, it being the five per cent. Attorney's fee stipulated to be paid

upon the principal sum as recited in the note recited in first cause of action in this petition.

Said contract and stipulation for the payment of said attorney's fees is a good and valid contract by the laws of the State of Indiana, where said note and contract was made and where the same is payable.

Third Cause of Action: The defendant, Job Smith, is indebted to plaintiff in the further sum of seventeen $\frac{3}{4}$ $\frac{5}{100}$ dollars, which plaintiff claims with interest at eight per cent, payable semi-annually from the 1st day of March 1891, upon a promissory coupon interest note of which the following is a copy.

§ 17⁵⁰. Richmond, Indiana, June 15th, 1887. N^o. 2598.

March 1st, 1891, after date, I promise to pay to the order of Joseph J. Dickinson seventeen $\frac{3}{4}$ $\frac{5}{100}$ 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 7th annual interest on the note here attached, of even date herewith, and subject to all the conditions of said note." (Signed) Job Smith.

The following is the only indorsement: "Pay to the order of Elizabeth B. Price, without recourse on me."

(Signed) Joseph J. Dickinson.

There are no credits. This coupon note is attached to the note set out under 1st cause of action.

Fourth Cause of Action: The defendant, Job Smith, is indebted to plaintiff in the further sum of seventeen $\frac{3}{4}$ $\frac{5}{100}$ dollars which plaintiff claims with interest at eight per cent, payable semi-annually) from September 1st, 1891, upon another interest coupon note, of which the following is a copy:

§ 17⁵⁰. Richmond, Indiana, June 15th, 1887.

September 1st, 1891, after date, I promise to pay to the order of Joseph J. Dickinson, seventeen $\frac{3}{4}$ $\frac{5}{100}$ 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 8th semi-annual interest on the note here attached, of even date herewith, and subject to all the conditions of said note." (Signed) Job Smith.

The following is the only indorsement: "Pay to the order of Elizabeth B. Price without recourse on me."

(Signed) Joseph J. Dickinson.

There are no credits. The above coupon note is one of the coupons attached to the principal note set out under 1st cause of action in this petition and represents the 8th semi-annual interest thereon.

Fifth Cause of Action: At the time of the making of the principal note above set out and interest coupons, and to secure the payment of the same and other interest coupons and said attorney's fees, the defendants Job Smith and Julia A. Smith, his wife, duly executed and delivered to the said Joseph J. Dickinson their mortgage deed conveying the following real estate:

Situated in the County of Union, in the State of Ohio, and bounded and described as follows: Part of Virginia Military Survey

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Number three thousand four hundred and forty four (3444) Beginning at a stone south-west corner to lands conveyed by John Hearsfield to Job Smith September 28th 1853: thence with the west line of said land north 7° 40' east 93 poles to a stone north-west corner to said land: thence with the north line of said land south 79° 3' east 66 ⁴⁰/₁₀₀ poles to a stake and stone north-west corner to Alouzo Smith's land: thence with the west line of said land south 5° 27' west 93 poles to a stake and stone south-west corner to said land: thence north 79° 3' west 64 ⁵⁰/₁₀₀ poles to the beginning containing thirty-eight (38) acres more or less, excepting therefrom a right of way granted to Alouzo Smith across the lands of Job Smith in a westerly direction to the road, said right of way to be twenty (20) feet wide and thirty-five (35) rods from said Job Smith's south line.

Said mortgage deed, among other things contained as a condition, the following:

"Provided always, and these presents are upon this condition, that if the said Job Smith and Julia A. Smith his wife, or either of them shall pay, or cause to be paid unto the said Joseph J. Dickinson, the sum of five hundred dollars and interest thereon, as stipulated in a certain promissory note, signed by said Job Smith and described as follows: (Giving copy of note set out under first cause of action) And the interest thereon evidenced by ten interest coupons thereto attached, and subject to the conditions thereof, all dated Richmond Indiana, June 15th 1887 and due as follows: One for twenty five dollars due March 1st 1888; Eight for seventeen dollars and fifty cents each, due respectively September 1st 1888, March 1st ³/₄ September 1st 1889, 1890 ³/₄ 1891 ³/₄ March 1st 1892, and one for ten dollars due June 15th 1892, all signed by said Job Smith, then these presents to be void, otherwise to be and remain in full force and virtue in law forever."

Two of the coupons mentioned are past due and are unpaid and this mortgage has become absolute. On the 27th day of June 1887 at 9²⁰ o'clock A. M. said mortgage was duly left for record with the Recorder of Union County, Ohio, and was, by him, duly recorded June 28th 1887 in Volume 24 Page 345 of his mortgage records. Said mortgage has been duly assigned to plaintiff.

Plaintiff is informed that Elza C. Davis and Jane Davis, his wife and John N. Smith claim some interest in the above described premises, but plaintiff avers that their interest, if any, is inferior, and subject to that of plaintiff.

Plaintiff, therefore, asks for a judgment against the said defendant, Job Smith, for five hundred dollars with interest at seven per cent (payable semi-annually) from September 1st 1891; for seventeen ³/₄ ⁵⁰/₁₀₀ dollars with interest at eight per cent (payable semi-annually) from March 1st 1891; for seventeen ³/₄ ⁵⁰/₁₀₀ dollars with interest at eight per cent (payable semi-annually) from September 1st 1891; and for twenty-five dollars attorney's fees: that the premises described may be sold and the proceeds be applied to the payment of said judgment for principal, interest and attorney's fees; and that if said premises should not sell for a sufficient amount to satisfy said judgment, taxes, costs

etc: that execution issue for any unsatisfied balance, and for all other proper relief. Plaintiff also asks that the said Elza B. Davis and Jane Davis his wife, and John N. Smith be made parties defendant in this suit and be compelled to set up their interest or claims, or be forever after estopped from so doing.

State of Ohio. J. C. Griffith, Attorney for Plaintiff.
 Union County ss:

J. C. Griffith being duly sworn, says that the plaintiff in this action, Elizabeth B. Price, is a non resident of Union County, Ohio, and is now absent therefrom: that he is the attorney of said Elizabeth B. Price, duly authorized in the premises, and that he believes that the facts set forth in the foregoing pleading are true.

Sworn to and subscribed before me this 23rd day of October, 1891.
 J. W. Pilton, Notary Public.

Seal) To the Clerk:

Issue summons in this case to the Sheriff of Union County, Ohio for Job Smith and Julia A. Smith, his wife, and John N. Smith to the Sheriff of Marion County, Ohio for Elza B. Davis and Jane Davis his wife, returnable according to law.

Endorse: Personal Judgment and Foreclosure. Amount claimed \$500⁰⁰ and interest at 7 per cent. from September 1st, 1891 semi-annually \$17⁵⁰ with interest at 8 per cent. payable semi-annually from March 1st, 1891; \$17⁵⁰ with interest at 8 per cent. payable semi-annually from September 1st, 1891; and \$25⁰⁰ attorneys fees. J. C. Griffith.
 October 23rd, 1891.

Waiver Marysville, Ohio, November 20th, 1891.

I hereby waive the issuing and service of summons, and voluntarily enter my appearance in this action. John N. Smith.

Summons 6275 Afterward, on the 24th day of October, 1891, a Summons was issued by the clerk of said court, indorsed as follows:

The State of Ohio. Union County To the Sheriff of Union County:

You are hereby commanded to notify Job Smith and Julia A. Smith, his wife that they have been sued by Elizabeth B. Price in the Court of Common Pleas of Union County, and must answer by the 21st day of November 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 2nd day of November A. D. 1891.

Witness my hand and the seal of said Court this 24th day of October, A. D. 1891.

Seal) R. McHenry, Clerk.

Endorsed: "Action for Judgment & Foreclosure. Amount claimed \$500⁰⁰ with interest at 7% from September 1st, 1891 semi-annually; \$17⁵⁰ at 8% semi-annually from March 1st, 1891; and \$17⁵⁰ with interest at 8% payable semi-annually from September 1st, 1891; and \$25⁰⁰ attorneys fees."

Sheriff's Return returned as follows:
 Ser.^y Return
 Adl. Dfts.
 Mileage
 Copy
 Total

Summons 6275 After by the Clerk of the State of Ohio Union County You Davis, his Elizabeth must answer said plaintiff November

On October, A. D. 1891. Endorsed: \$500⁰⁰ with \$17⁵⁰ at 8% payable semi-annually

Sheriff's Return returned is as follows:
 Ser.^y Return
 Adl. Dfts.
 Mileage
 Copy
 Total

Answer 6275 Cross-Petition of Elza B. Davis was filed in the State of Ohio Union County Elizabeth Job Smith November case, and day of A. D. his wife, into this ed in the

Sheriff's Return

And on the 2nd day of November, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to-wit: The State of Ohio.

Ser. ^y Return	30
Adl. Dfts.	15
Mileage	2 88
Copy	40
Total	\$3 73

Union County Sheriff's Return.
Received this writ October 24th A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to Job Smith and Julia A. Smith on the 2nd of November 1891.

Thomas Martin, Sheriff.

Summon

Afterward, on the 24th day of October, 1891, a Summons was issued by the Clerk of said Court indorsed as follows, to-wit:

6275

The State of Ohio.
Union County

To the Sheriff of Marion County:

You are hereby commanded to notify Elza C. Davis and Jane Davis, his wife, (impleaded with others) that they have been sued by Elizabeth B. Price in the Court of Common Pleas of Union County, and must answer by the 21st day of November 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 2nd day of November A. D. 1891.

Witness my hand and the seal of said Court, this 24th day of October, A. D. 1891. (Seal) R. M. Kelly, Clerk.

Endorsed: Action for Personal Judgment & Foreclosure. Amount claimed \$500⁰⁰ with interest at 7 per cent. from September 1st, 1891, semi-annually \$17⁵⁰ at 8% semi-annually from March 1st, 1891; \$17⁵⁰ with interest at 8% payable semi-annually from September 1st, 1891. \$25⁰⁰ attorney's fees.

Sheriff's Return

And on the 2nd day of November, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to-wit: The State of Ohio.

Ser. ^y Return	46
Adl. Dfts.	15
Mileage	2 40
Copy	32
Total	\$3 33

Marion County Sheriff's Return.
Received this writ October 25th A. D. 1891, at 9 o'clock A. M. and served same on the 30th day of October 1891 by delivering a true and certified copy of this summons with the endorsements thereon to Jane Davis personally, by leaving a copy as aforesaid at the place of residence of Elza C. Davis.
P. Kelly, Sheriff, Madison County.

Answer

Afterward, on the 5th day of November, 1891, an Answer & Cross Petition was filed with the Clerk of said Court, to-wit:

Petition of Elza C. Davis

State of Ohio.

Union County, ss: In the Court of Common Pleas.

Elizabeth B. Price, Plaintiff

vs.

Job Smith et al Defendant

Now comes Elza C. Davis, one of the defendants in the above entitled case, and by way of answer and cross petition says: That on the 24th day of August 1887, the defendants, Job Smith and Julia A. Smith his wife, bargained, sold and conveyed, by deed of general warranty into this defendant the fee simple estate to all the premises described in the plaintiffs petition. That on the 21st day of December

6275

1887, at 12 o'clock-noon - said deed was duly left for record with the Recorder of Union County, Ohio, and was by him duly recorded, on the 27th day of December 1887 in Volume 60, Page 377 of his records.

That this defendant still owns the fee-simple of all said premises. That Jane Davis - named in plaintiff's petition as one of the defendants to this action - is the wife of this defendant and has no interest in said premises other than by reason of being the wife of this defendant. This defendant, therefore, asks that the premises described may be sold, and the proceeds arising from the sale thereof - after paying taxes, the costs of this action and plaintiff's claim be paid to him, and for all other proper relief.

J. O. Griffith, Attorney for
Elza B. Davis.

J. O. Griffith, being duly sworn, says that he is the attorney of the defendant Elza B. Davis, duly authorized in the premises; that said defendant is not a resident of Union County, Ohio, and is now absent therefrom, and that he believes the facts set forth in the foregoing pleading to be true.

J. O. Griffith.

Sworn to and subscribed before me this 5th day of November 1891.
(Seal) John M. Brodrick, Notary Public
Union County, Ohio.

Entry

6275

Afterward, on the 23rd day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to-wit:

State of Ohio. Union County ss: Elizabeth B. Price vs. Job Smith et al	In the Court of Common Pleas. Journal 16, Page 65.
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This cause coming on for hearing on the petition of the plaintiff and the evidence, the court find that the defendants Job Smith and Julia A. Smith have been duly served with summons in this case and that they are in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from the defendant, Job Smith, on the promissory notes set forth in the petition, with interest to the first day of this term the sum of five hundred and forty-two ^{3/4}/₁₀₀ (\$542.75) dollars, together with twenty-five (\$25.00) dollars attorney's fees as prayed for in plaintiff's petition.

The Court further find that in order to secure the payment of said notes, interest and attorney's fees, the defendants Job Smith and Julia A. Smith, his wife, executed and delivered to Joseph J. Dickinson - who assigned to plaintiff - the said Elizabeth B. Price, their certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Book 24, Page 345 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 in said mortgage have been broken.

It is therefore considered by the court that the plaintiff recover from the defendant Job Smith the said sum of \$567.25 and his costs herein expended. And it is further adjudged and

decreed that from the proceeds of this Court so found, \$25.00 shall be paid to the plaintiff in 1891. The balance to be sold, and the proceeds to be used as in the order.

Præcipe

6275

After Sale was for Elizabeth vs. Job Smith.

Order of Sale

6275

After issued by The State of Ohio Union County. When in Marys Elizabeth & Julia A. Smith of five hundred and forty-two and one day of Elizabeth interest for default to County, and judgment plaintiff's fees, and costs of record to appraise in Union County south-west September 23 poles north line east corner to said land containing 3

decreed that unless the defendant, Job Smith, 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 eight per cent. except on the \$25⁰⁰ attorneys fees, and 6 per cent. thereon, from the 9th day of November 1891, the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefore to the Sheriff of Union County, directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to this Court for further order.

Præcipe Afterward, on the 25th day of November, 1891, a Præcipe for an Order of Sale was filed with the Clerk of said Court, to wit:

6275- Elizabeth B. Price

vs.

Job Smith et al

In the Court of Common Pleas.

To the Clerk: Issue Order of Sale in the above entitled case.

J. C. Griffith, Attorney for Plaintiff.

Order of Sale Afterward, on the 25th day of November, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

6275- 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 23rd day of November 1891 Elizabeth B. Price obtained a Judgment and Decree against Job Smith, Julia A. Smith, Elza C. Davis, Jane Davis and John N. Smith for the sum of five hundred and sixty-seven ²/₁₀₀ ¹²/₁₀₀ dollars, and fifteen ⁷/₁₀₀ ⁷⁵/₁₀₀ dollars, costs of suit. And whereas, it was then and there by said Court ordered, adjudged, and decreed that the said Job Smith et al within one day from the 23rd day of November A. D. 1891 pay unto the said Elizabeth B. Price the sum of five hundred ²/₁₀₀ sixty-seven ¹²/₁₀₀ dollars, with interest from the 9th day of November, 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 one day aforesaid have fully expired, and the said sum of five hundred and sixty seven ¹²/₁₀₀ 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: Survey N^o: 3444. Beginning at a stone south-west corner to lands conveyed by John Harsfield to Job Smith September 28th: 1853: thence with the west line of said land N. 7^o 46' E. 93 poles to a stone north-east corner to said lands: thence with the north line of said land S. 79^o 3' east 66 ⁷⁵/₁₀₀ to a stake and stone north-east corner to Alonzo Smith's land: thence with the west line of said land south 8^o 27' west 93 poles to a stake and stone south-west corner to said land: thence N. 79^o 3' W. 64 ⁵⁰/₁₀₀ poles to the beginning containing 38 acres more or less. Excepting therefrom a right of

way granted to Alonzo Smith across the lands of Job Smith in a westerly direction to the road, said right of way to be 20 feet wide and 35 rods from Job Smith's south line.

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 25th day of November A. D. 1891.

(Seal)

R. M. Kroy, Clerk.

Sheriff's Return

And on the 15th day of January, 1892, 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.

6275-	Service	\$ 90
	Levy	50
	Sum. Aprs.	1 20
	Swear.	25
	Convey.	1 50
	Writing April.	30
	Copy of "	30
	Notice to Ptr.	30
	Affidavit of Ptr.	30
	Writing Notice	30
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	Return	25
	Total	8 50
	Appraiser's Fee	3 00
	Printer's Fee	13 75

Union County, ss: Sheriff's Return. Received this writ the 25th day of November A. D. 1891, on the 8th day of December A. D. 1891 I called an inquest of A. H. Dean, J. A. Skidmore and Uriah Cook 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: \$28⁰⁰ 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 9th day of January A. D. 1892, 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:

Said lands were not sold for want of bidders.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 11th day of January, 1892, a Proof of the Publication was filed with the Clerk of said Court, to wit:

Elizabeth B. Price

Sheriff's Sale

6275-

vs.

An Order of Sale,

Job Smith 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 January 9th, 1892 at or about the hour of One o'clock P. M. on said day

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the following described real estate, to wit: Situate in the Township of Liberty County of Union, State of Ohio, and bounded and described as follows:

In Survey No. 3444, beginning at a stone south-west corner to lands conveyed by Job Harsfield to Job Smith September 28th 1853: thence with the west line of said lands north 7° 40' E. 93 poles to a stone north-east corner to said lands: thence with the north line of said land south 79° 3' E. 66 ⁵⁰/₁₀₀ poles to a stake and stone north-east corner to Abouzo Smith's land: thence with the west line of said land south 8° 77' N. 93 poles to a stake and stone south-west corner to said land: thence north 79° 3' N. 64 ⁵⁰/₁₀₀ poles to the beginning, containing 38 acres more or less. Excepting therefrom a right of way granted to Abouzo Smith across the lands of Job Smith in a westerly direction to the road, said right of way to be 20 feet wide ²⁴/₃₅ rods from Job Smith's south line.

Appraised at \$28⁰⁰ 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 3 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union the first publication beginning with December 9th 1891.

W. O. Shearer

Sworn to and subscribed before me, this 11th day of January 1892.

(Seal)

R. M. Leroy, Clerk

By W. M. Winger, Deputy.

Entry

Afterward, on the 30th day of November, 1891, the following entry was made of the Journal by the Clerk of said Court, to wit:

6275-

Elizabeth B. Price

vs.

Journal 16, Page 73

Job Smith et al

This cause now coming on for hearing upon the cross-petition of Elza C. Davis and the evidence, the Court find that the said Elza C. Davis purchased the premises described in plaintiff's petition of the defendants, Job Smith and Julia A. Smith, his wife, the 24th day of August, 1887; that his deed for the said lands was duly recorded in Union County, Ohio, and that the said Elza C. Davis now is the owner in fee simple of the equity of redemption of said premises, and as such is entitled to receive from the Sheriff of Union County any money that may remain in his hands from the sale of said premises after the judgment of the plaintiff, the taxes, if any, and the costs of this suit are satisfied.

Alias

Order of Sale

Afterward, on the 18th day of January, 1892, an Alias Order of Sale was issued by the Clerk of said Court, to wit:

6275-

The State of Ohio,
Union County ss:

To the Sheriff of said County, Greeting.

Whereas, at a term of Court of Common Pleas, holden at the Court House within and for said County upon the 23rd day of November 1891, Elizabeth B. Price obtained a judgment or decree against Job Smith, Julia A. Smith, Elza C. Davis, James Davis, and John N. Smith for the

sum of five hundred and sixty-seven $\frac{3}{4}$ $\frac{12}{100}$ dollars, and fifteen $\frac{3}{4}$ $\frac{95}{100}$ dollars costs of suit; And Whereas, it was then and there by said Court ordered, adjudged and decreed that the said Job Smith et al. within one day from the 23rd day of November A. D. 1891 pay unto the said Elizabeth B. Price the sum of five hundred and sixty-seven $\frac{3}{4}$ $\frac{12}{100}$ dollars with interest at 8 per cent. on \$542.¹² from the 9th day of November 1891 and costs aforesaid; and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiff's petition, etc:

And Whereas, after the one day aforesaid have fully expired, and the said sum of five hundred and sixty-seven $\frac{3}{4}$ $\frac{12}{100}$ dollars and costs aforesaid had not been paid, or any part thereof, as appears to us of record, then in accordance with said order of the Court an order of sale issue out of this Court, on the 25th day of November A. D. 1891, under which the following lands and tenements were appraised, advertised and offered for sale, to wit: Situate in the County of Union and State of Ohio, in Survey N. 3444: Beginning at a stone south-west corner of lands conveyed by John Tharshfield to Job Smith September 28th, 1853: thence with the west line of said lands N. 7^o 46' E. 93 poles to a stone north-east corner to said land: thence with the north line of said land S. 79^o 3' E. 66 $\frac{1}{2}$ poles to a stake and stone north-east corner to Alongo Smith's land: thence with the west line of said land south 8^o 77' N. 93 poles to a stake and stone S. N. corner to said land: thence N. 79^o 3' N. 64 $\frac{1}{2}$ poles to the beginning containing 38 acres more or less. - - Excepting therefrom a right of way granted to Alongo Smith across the lands of Job Smith in a westerly direction to the road, said right of way to be 20 feet wide and 35 rods from Job Smith's south line. And whereas, no sale was had under said order.

We therefore command you that you proceed without delay to advertise and sell, according to the statute regulating sales on judgments and executions at law, the said premises above described under the appraisement had under the said former order of sale, to wit: \$28⁰⁰ per acre, and the moneys arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness my hand and the seal of said Court, this 15th day of January A. D. 1892.

(Seal) R. M. Leroy, Clerk.

And on the 22nd day of February, 1892, the Sheriff 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 Sale hereto annexed I did on the 20th day of January 1892, caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 20th

(Sheriff's Return
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day of February A. D. 1892 at one o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks, and in pursuance to said notice, I did on said 20th day of February A. D. 1892, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House. And there came Squire Montgomery who bid for the same the sum of seven hundred and nine $\frac{3}{4}$ $\frac{4}{100}$ dollars, and said sum being more than two-thirds of the appraised value thereof, and said Squire Montgomery being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of seven hundred and nine $\frac{3}{4}$ $\frac{4}{100}$ dollars.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 26th day of March, 1892, the Proof of Publication was filed with the clerk of said Court, to wit:

Elizabeth B. Price

Sheriff's Sale

6275-

vs.

On Order of Sale

Job Smith 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, February 20th 1892, 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 Liberty, County of Union, State of Ohio, and bounded and described as follows:

In Survey N^o. 3444, beginning at a stone south-west corner to lands conveyed by John Hawksfield to Job Smith, September 25th, 1853: thence with the west line of said lands north 7^o 43' E. 93 poles to a stone north-east corner to said lands: thence with the north line of said land south 79^o 3' E. 66 $\frac{7}{100}$ poles to a stake and stone north-east corner to Alongo Smith's land: thence with the west line of said land south 8^o 77' N. 93 poles to a stake and stone south-west corner to said land: thence north 79^o 3' N. 64 $\frac{5}{100}$ poles to the beginning, containing 38 acres more or less.

Excepting therefrom a right of way granted to Alongo Smith across the lands of Job Smith in a westerly direction to the road, said right of way to be 20 feet wide and 35 rods from Job Smith's south line.

Appraised at \$28⁰⁰ 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 January 20th, 1892.

Printer's Fee \$3.65

W. O. Shearer.

Sworn to and subscribed before me, this 26th day of March 1892. (Seal) R. M^o Leroy, Clerk.

Motion

Afterward, on the 5th day of April, 1892, the following motion was filed with the clerk of said court, to-wit:

6275

State of Ohio,
Union County ss:
Elizabeth B. Price

In the Court of Common Pleas.

vs.

Motion.

Job Smith et al

Plaintiff moves that the sale heretofore made in this case be confirmed and deed ordered. J. O. Griffith, Attorney for Plaintiff.

Entry

6275

Afterward, on the 5th day of April, 1892, the following entry was made on the Journal by the clerk of said court, to-wit:

Elizabeth B. Price

vs.

Journal 16, Page 152.

Job Smith 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 had 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, Equite Montgomery, by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the former owner and lien-holder in said premises, 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 --- Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale amounting to seven hundred and nine ^{and} ⁷⁶/₁₀₀ dollars (\$709. ⁷⁶/₁₀₀) it is ordered that the Sheriff, out of the money in his hands, pay - First: To the Treasurer of this County the taxes, penalty and interest against said property, to-wit, the sum of twenty-one ^{and} ²⁴/₁₀₀ (\$21. ²⁴/₁₀₀) dollars. Secondly: The costs of this action taxed at \$72. ⁹⁷/₁₀₀.

Thirdly: To the plaintiff, Elizabeth B. Price, the amount heretofore found due her, with interest, to-wit; the sum of five hundred and eighty-three ^{and} ³⁵/₁₀₀ (\$583. ³⁵/₁₀₀) dollars.

Fourthly: To the defendant, Elza C. Davis, the balance of the money remaining in his hands, to-wit, the sum of \$31. ⁹⁰/₁₀₀.

Attest
R. M. Brown clerk

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Vol. 26,
Page 274

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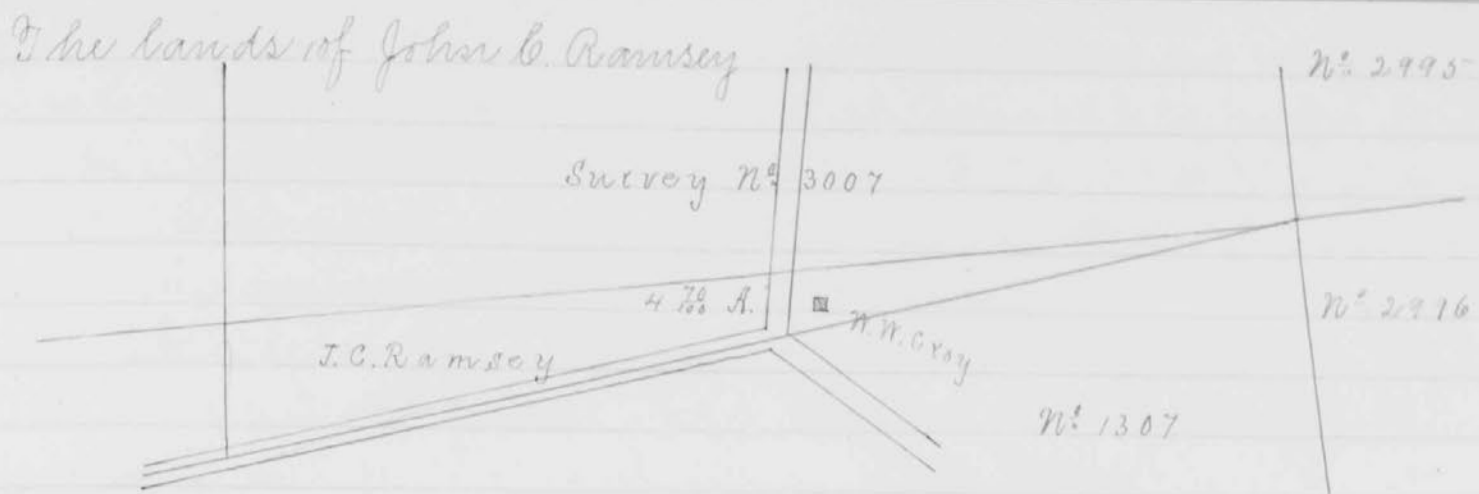
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Law Record
Vol. 26,
Page 274



Premises situate in the State of Ohio, County of Union and Township of Dover and part of Virginia Military Survey N° 3007 described as follows:
Beginning at three white oaks north-east corner to Survey N° 1307 and south-east corner to Survey N° 3007; thence with the line dividing said Surveys S 77° W. 117 poles to a stone southeast corner to Elizabeth Griffens land; thence with the east line of said land N. 2° E. 13.5 poles to a stake in the south line of lot N° 3 of the subdivision of said Survey N° 3007; thence with said line N. 54° 15' E. 114 5/8 poles to the beginning containing 4 7/8 acres more or less as surveyed by N. P. Brightler April 10th 1891. Except whatever legal rights W. W. Gray may have in that part of said premises lying east of the road.
Description by A. S. Mowry
Charge - \$1.⁰⁰
Deputy Surveyor Union County, Ohio.

Execution

Afterward, on the 7th day of April, 1892, an execution was issued by the Clerk of said Court, to wit:

The State of Ohio,
Union County ss To the Sheriff of Union County, Greeting:
Whereas, in a certain action for money and foreclosure so: lately prosecuted in our Union County Court of Common Pleas, within and for said County of Union wherein Ohio Farmer's Insurance Company is plaintiff and John B. Ramsey is defendant the costs adjudged against the said John B. Ramsey were taxed at sixty-one ^{3/4} 75 dollars.
You are, therefore, commanded that of the goods and chattels, or for want of the goods and chattels, of the lands and tenements of the said John B. Ramsey in your bailiwick, you cause to be made the costs aforesaid, with interest thereon from the 16th day of March, A. D. 1892, until paid, and costs that may accrue; and do you make return of this execution, together with your proceedings thereon, within sixty days from the date hereof.
Witness my signature, as Clerk of our said Court, this 7th day of April A. D. 1892.
(Seal) R. W. Gray, Clerk.

Sheriff's Return

And on the 6th day of June, 1892, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows, to wit:

Received this writ April 7th, 1892, and on the 7th day of April, 1892, for want of goods and chattels I levied this writ on the following described real estate, to wit: Situate in the County of Union and State of Ohio, in the Township of Dover and part of Virginia Military Survey N° 3007, beginning at three white oaks north-east corner to Survey N° 1307 and south-east corner to Survey N° 3007;

*975-

thence with the line dividing said surveys S. 79° N. 117 poles to a stone south-east corner to Elizabeth Knippin's land: thence with the east line of said land N. 2° E. 13 ³/₁₆ poles to a stake in the south line of lot N^o. 3 of the subdivision of said Survey N^o. 3007: thence with said line N. 74° 15' E. 114 ³/₁₆ poles to the beginning containing 4 ⁷/₁₆ acres more or less as surveyed by W. P. Brightler April 10th. 1891 - except whatever rights W. W. Leroy may have in that part of said premises lying east of the land.

Service	\$ 30
Leroy	1 25
Sum. Aprs.	1 20
Swear. "	25
Convey. -	2 00
Writing April.	30
Copy of "	30
Notice to Ctr.	30
Affidavits to "	30
Writing Notice	30
Mileage	1 60
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Return	25
Total	9 66
Printer's Fee	13 00
Appraisers Fee.	3 00

In obedience to the command of the Venue, hereto annexed, I did on the 1st day of April, 1892, summon Robert Gamble, John C. Gamble and Andy Taylor, three disinterested freeholders of said County, who were by me duly sworn to view and appraise the lands and tenements therein described; and afterwards, on the 8th day of April, A.D. 1892, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises estimate and appraise the real value in money of the same at twenty-eight dollars per acre. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County.

And on the 20th day of April, 1892, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 21st day of May 1892, at one o'clock P.M. of said day. And having advertised said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance of said notice, I did, on said 21st day of May A.D. 1892, 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 Samuel Dickinson, who bid for the same the sum of eighty-seven ³/₄ ⁷/₁₆ dollars; and said sum being two-thirds of the appraised value thereof, and said Samuel Dickinson being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the sum of eighty seven ³/₄ ⁷/₁₆ dollars.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 20th day of June, 1892, a Proof of the Publication was filed with the Clerk of said Court, to wit:

4975 This Farmers Insurance Company
vs.
John C. Ramsey

Sheriff's Sale,
On Execution
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 May 21st, 1892, 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 Dover, County of Union ³/₄ State of Ohio, and bounded and described as follows: Being part of Virginia Military Survey N^o. 3907, beginning at three white oaks, north-east corner to Survey N^o. 1307 and south-east corner to Survey N^o. 3007: thence with

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The line dividing said Surveys south 78° west 117 poles to a stone south-east corner to Elizabeth Criffen's land: thence with the east line of said land north 2° east 13 ²/₁₀ to a stake in the south line of lot N^o 3 of the subdivision of said Survey N^o 3007: thence with said line north 84° 15' east 114 ²/₁₀ poles to the beginning containing 4 ⁷/₁₀ acres more or less.

Appraised at \$28⁰⁰ per acre. Terms of Sale, Cash.

The State of Ohio.

Thomas Martin, Sheriff, Union County, Ohio.

Union County, ss:

The undersigned being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with April 20th, 1892. W. O. Shearer.

Sworn to and subscribed before me, this 20th day of June 1892.

(Seal)

R. M^o. Leroy, Clerk.

Afterward, on the 22nd day of June, 1892, the following motion was filed with the clerk of said Court, to wit:

4975

State of Ohio.

Union County

In the Court of Common Pleas.

The Ohio Farmers Ins. Company

vs.

Motion.

John C. Ramsey

Now comes the plaintiff and moves that the sale on execution heretofore made in this case be confirmed.

J. E. Griffith, Attorney for Plaintiff.

Entry

Afterward, on the 22nd day of June, 1892, the following entry was made on the Journal by the clerk of said Court to wit:

4975

The Ohio Farmers Ins. Company.

vs.

Journal 16, Page 199.

John C. Ramsey

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

It is further ordered that the Sheriff make to the purchaser, Samuel Dickinson, a deed, according to law, for the property so sold to wit: Situated in the Township of Dover, County of Union and State of Ohio, and bounded and described as follows: Being part of Virginia Military Survey N^o 3007, beginning at three white oaks north-east corner to Survey N^o 1307, and south-east corner to Survey N^o 3007 thence with the line dividing said Surveys South 78° West 117 poles to a stone south-east corner to Elizabeth Criffen's land: thence with the east line of said land north 2° east 13 ²/₁₀ poles to a stake in the south line of lot N^o 3 of the subdivision of said Survey N^o 3007: thence with said line north 84° 15' east 114 ²/₁₀ poles to the beginning containing four ³/₄ ⁷/₁₀ (4 ⁷/₁₀) acres, more or less.

And the said purchaser is hereby subrogated to all the rights

of any lienholder who shall be satisfied herein, for the protection of his title, and a writ of possession is awarded to put the said purchaser in possession of said premises.

And the Court coming now to the distribution of the purchase money in the hands of the Sheriff, orders that he pay, there being no taxes or penalty due upon the property so sold;

First: To the Clerk of this Court the costs of this execution taxed at \$
Second: To the Clerk of this Court the balance of said purchase money to apply upon the unpaid costs made in this case before the issuing of this execution, to wit, the sum of \$---

Attest
A 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 January, to wit, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 24th day of November 1891, Ida M. Speakman filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Harvey Speakman, to wit

Petition

Ida M. Speakman, Plaintiff

vs.

Court of Common Pleas,
Union County, Ohio.

6290

Harvey Speakman, Defendant

Plaintiff says that she has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of said Union County. She further says that on the 8th day of August A. D. 1890 she was married to the said defendant at said County of Union.

Plaintiff says that she has been a faithful and obedient wife yet said defendant disregarding his duties as a husband has been guilty of gross neglect of duty toward the plaintiff. Said defendant has also at various times been guilty of extreme cruelty to the plaintiff by striking, beating and ill-treating her. He has also caused her to be guilty of making false statements concerning various and different matters and things by putting her in fear by threatening her life, by tying her up in the woods and threatening her life in order to cause her to make a confession as to her conduct since their marriage, and various offenses against her person and her safety. She therefore asks that she be divorced from said defendant and that she be restored to her maiden name of Ida M. Laugherty and for all proper relief.

Ida M. Speakman
By J. M. Kennedy, her Attorney.

Affidavit

6290

Affidavit filed with Ida M. Speakman, Plaintiff, Harvey Speakman, Defendant, State of Ohio, Union County, Ohio. This affidavit has been made and sworn to by me, the undersigned, on this 24th day of November 1891, at the Court House in Marysville, Ohio. The said Ida M. Speakman is one of the parties to the above mentioned cause and she is a resident of the County of Union, State of Ohio.

Proof of Publication

6290

Affidavit was filed with Ida M. Speakman, Plaintiff, Harvey Speakman, Defendant, State of Ohio, Union County, Ohio. This affidavit has been made and sworn to by me, the undersigned, on this 24th day of November 1891, at the Court House in Marysville, Ohio. The said Ida M. Speakman is one of the parties to the above mentioned cause and she is a resident of the County of Union, State of Ohio.

Entry

6290

Affidavit was made and sworn to by me, the undersigned, on this 24th day of November 1891, at the Court House in Marysville, Ohio. The said Ida M. Speakman is one of the parties to the above mentioned cause and she is a resident of the County of Union, State of Ohio.

Affidavit

6290

Afterward, on the 24th day of November, 1891, an Affidavit was filed with the Clerk of said Court, to wit:

Ida M. Speakman, Plaintiff

vs.

Harvey Speakman, Defendant.
State of Ohio,
Union County ss:

Court of Common Pleas,
Union County, Ohio.

Ida M. Speakman being first duly sworn says the residence of said Harvey Speakman is unknown to the plaintiff and that she has been unable to learn the same by reasonable diligence, and that service of summons cannot be made in the State of Ohio and that the case is one provided by the laws of the State of Ohio for publication and further she saith not.

Ida M. Speakman.

Sworn to and subscribed by the said Ida M. Speakman before me this 24th day of November, A. D. 1891.

(Seal)

A. H. Wollefrath, Notary Public.

Proof of Publication

6290

Afterward, on the 2nd day of January, 1892, Proof of the Publication was filed with the Clerk of said Court, to wit:

Ida M. Speakman

vs.

Legal Notice.

Harvey Speakman

Harvey Speakman, whose place of residence is unknown to the plaintiff, will take notice that said plaintiff filed her petition in the Court of Common Pleas of Union County, Ohio, on the 24th day of November, A. D. 1891, charging said Speakman with gross neglect of duty and extreme cruelty toward the plaintiff. The prayer of said petition is for divorce and restoration of maiden name. Said petition will be for hearing after six weeks publication. Ida M. Speakman
The State of Ohio, J. M. Kennedy, her Attorney.

Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with November 26th, 1891.

A. J. Howe.

Sworn to and subscribed before me this 2nd day of January, 1892.

(Seal)

R. M. Leroy, Clerk of Court.

Entry

6290

Afterward, on the 18th day of January, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Ida M. Speakman

vs.

Journal 16, Page 116.

Harvey Speakman

This day this cause came on for hearing on the petition of the plaintiff the defendant being in default for answer or demurrer and the Court after hearing the evidence finds as follows, to wit:
1st. That due notice of the pendency had been made by publication in the Union County Journal a paper of general circulation in the County.
2nd. That said parties were married as stated in the petition.

3. That said defendant has been guilty of gross neglect and extreme cruelty as charged in said petition.

It is thereupon ordered adjudged and decreed by the Court that said plaintiff be granted a complete divorce from said defendant and that she be restored to her maiden name of Ida M. Dougherty and recover her costs herein taxed at \$--.

Attest
R M Gory 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. Crues, Judge of said Court, of the term of November, to-wit, on the 9th day of November 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 May, 1891, Grace Demster filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John B. Demster, to-wit:

Petition Grace Demster, Plaintiff.

vs.

Court of Common Pleas,
 Union County, Ohio.

6184 John B. Demster, Defendant.

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

On the 7th day of December, A. D. 1887, she was married to the defendant. That since the marriage aforesaid the defendant has wholly neglected to provide this plaintiff with necessaries of life or in any way provide for her except to buy her one pair of cheap shoes. That the defendant wholly failed to provide any home for plaintiff and himself.

That during the time they resided together they lived in plaintiff's house, and by reason of the neglect of defendant the plaintiff was compelled to rent the same in order to pay the taxes on the same. That in March 1890 the defendant wholly abandoned the plaintiff and since then she has been compelled to rely on her own exertions and the aid of friends to maintain herself and two children by a former marriage.

That the defendant is and was during all of said time during said marriage well able to work and provide for and maintain the plaintiff.

The plaintiff before said marriage held and had in her own right and now has and owns the following real estate: Situate in the village of Richwood, Union County, Ohio, and consisting of lots Nos. 780, 781, 787, 788.

Plaintiff therefore prays that she may be divorced from the defendant, and may be restored to her former name of Grace M^{rs} Dain and decreed to hold said real estate free from any and all claims of the defendant by reason of said marriage, and for all proper relief.

D. W. Ayers,

Attorney for Plaintiff.

State of Ohio
 Union County
 Grace Demster
 in her for

Seal
 May, 1891.
 To the Clerk

Crucispa.
 County, Ohio

Summoned
 6184 by the State
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(Seal)

Endorsed:
 Sheriff's Return
 6184 ed said
 Service \$
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Entry
 6184 After made on
 Grace De
 vs.
 John B. D
 heard on
 the Court
 summon

State of Ohio,
Union County, ss:

Grace Demster being sworn says the facts stated and allegations in her foregoing petition are as she believes true.

Mrs. Grace Demster.

Sworn to before me and signed in my presence this 2^d day of May, 1891.

(Seal) R. M^r Leroy, Clerk of Court.

To the Clerk:

Gracupe. Issue Summons and copy of Petition to the Sheriff of Marion County, Ohio, returnable according to law. Endorse: "Action for Divorce".
D. W. Ayers. Attorney for Plaintiff

Summon Afterward, on the 2^d day of May, 1891, a Summons was issued by the Clerk of said Court, indorsed as follows:

6184

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

You are commanded to notify John B. Demster that Grace Demster has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition, (a true copy of which is herewith delivered to you to be served on him) charging him with neglect and absence, and asking that she be divorced from him, and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 18th 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 2^d day of May A. D. 1891.

(Seal) R. M^r Leroy, Clerk.

Endorsed: "Summons in Action for Divorce".

Sheriff's Return

6184

And, on the 11th 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:
Received 9 o'clock A. M. on the 4th day of May A. D. 1891, and on the 9th day of May A. D. 1891, I served the same by delivering a true copy thereof together with a copy of the petition to the within named John B. Demster, personally.
P. Kelly, Sheriff.

Service	\$	30
Copy		30
Mileage		16
Return		16
Total	\$	92

Entry

6184

Afterward, on the 5th day of December, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

Grace Demster
vs.
John B. Demster
Journal 16, Page 95.

Now came the plaintiff this cause came on this day to be heard on the petition and the evidence and on consideration thereof the Court find that the defendant has been duly served with summons and a copy of the petition herein and at the time of

filing her petition had been a resident of the State of Ohio, one year next preceding the same and was at that time a bona-fide resident of this County of Union, and that the parties were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty towards the said plaintiff and as in her petition alleged 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 Grace Demster and John B. Demster be and the same hereby is dissolved and both parties are released from the obligations of the same.

And the Court find that the plaintiff is the owner of the following described real estate not heretofore disposed of to wit: lots n^o 770, 771, 772, 773 situated in the village of Richwood, Union County, Ohio, and the same is hereby restored to her divested of all and every claim, title and interest by courtesy, dower or otherwise of her said husband.

It is further ordered that the petitioner be and she hereby is restored to her former name of Grace M^{rs}. Drain. And that she hold and possess all wearing apparel, household and kitchen furniture now in her possession.

It is further considered by the Court that the plaintiff pay the costs of this proceeding taxed \$ - - , and that in default thereof for twenty days that execution issue therefor.

Attest
R^m L^ory 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 April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit on the 3rd day of March 1892, The Springfield Engine & Thrasher Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Charles Howison, et al. to wit:

Petition
6348

The Springfield Engine & Thrasher Company, Plaintiff

vs.
Charles Howison & Joshua H. Howison, Defendants.

Court of Common Pleas,
Union County, Ohio.

The plaintiff says: That it is a corporation duly incorporated under the laws of the State of Ohio, and that this action is founded

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H. Howison
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plaintiff
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(Seal)

upon an instrument, to wit; a promissory note for the unconditional pay-
ment of money only, of which the following is a copy, to wit:

\$ 578⁰⁰ Richwood, Ohio, March 1st, 1890.
For value received, on or before the first day of November, 1891, we jointly
and severally promise to pay to the order of the Springfield Engine and
Thrasher Company, Springfield, Ohio, Five hundred and seventy-eight dollars
payable at Bank of Richwood, Richwood, Ohio, with interest at six per cent.
per annum from date until due and 5 per cent. after due.
P. O. Address, Town Richwood, Charles Howison
County of Union, Joshua H. Howison.

The following credit and endorsement has been made upon said
note, to wit: "July 14th, 1891. By foreclosure of mortgage \$324.⁰⁰"

No other or further payment has been made thereon, and there is
now due to the plaintiff, from the defendants, on said promissory note, the
sum of Three hundred dollars and ninety cents, with interest on the same
at six per cent. from July 14th, 1891, until November 1st, 1891, and after that
date said note is on eight per cent. For which amount, with said
interest, the plaintiff asks judgment against the defendants.
Porter & Porter,
Attorneys for Plaintiff.

E. W. Porter, being 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 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 3rd day of March, 1892.
(Seal) R. M. Leroy, Clerk of Court.

Procipe To the Clerk:
Issue a summons returnable according to law. Indorse "Amount
6348 claimed \$300⁰⁰ with interest at 6% from July 14th, 1891, to November 1st, 1891, and
8% after November 1st, 1891 until paid.
March 3rd, 1892. Porter & Porter.

Summons Afterward, on the 3rd day of March, 1892, a Summons was issued
by the Clerk of said Court, indorsed as follows:
The State of Ohio, To the Sheriff of Union County:
Union County, You are hereby commanded to notify Charles Howison and Joshua
H. Howison that they have been sued by The Springfield Engine &
Thrasher Company in the Court of Common Pleas of Union County, and
must answer by the 2nd day of April, A. D. 1892, or the petition of the said
plaintiff will be taken as true, and judgment rendered accordingly.
You will make due return of this summons on the 14th day of
March A. D. 1892.
Witness my hand and the seal of said Court, this 3rd day of
March A. D. 1892.
(Seal) R. M. Leroy, Clerk.

Endorsed: In action for \$300.⁰⁰, interest 6% from July 14th, 1891, to November 1st, 1891, and 8% from November 1st, 1891, till paid.

Sheriff's Return

And on the 5th day of March, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Seriff's Return	30	The State of Ohio.
Milage	4 00	Union County
Copy	40	
Total	4 70	

Sheriff's Return.

Received this writ March 3rd, A. D. 1892, at 10 o'clock A. M.

and served same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of Charles Howison, on the 4th day of March 1892. Joshua H. Howison was not found in any County. Thomas Martin, Sheriff.

Entry

Afterward, on the 20th day of April, 1892, the following Entry was made

on the Journal by the Clerk of said Court, to wit:

The Springfield Engine & Thrasher Company

vs.

Journal 16, Page 177.

Charles Howison et al.

This day this cause came on to be heard upon the petition of plaintiff and the evidence introduced by him, the Court find that service of summons was not made upon the said Joshua H. Howison, but find that the said Charles Howison was duly and legally served with process. And the said Charles Howison being in default for answer or demurrer to plaintiff's petition, and the Court being duly advised in the premises do find that there is due to the plaintiff from said defendant, Charles Howison, as the plaintiff hath alleged in his petition, the sum of \$318.⁰⁰ said sum to draw interest at eight per cent. from the first day of May, 1892, and that the plaintiff recover of the said Charles Howison its costs taxed at \$--.

Attest

A. 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 April, in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 6th day of February 1892 Joseph J. Dickinson filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Morris W. Heill et al. to wit:

Petition

State of Ohio,

Union County ss:

Court of Common Pleas.

6331

Joseph J. Dickinson, Plaintiff.

vs.

Morris W. Heill, Maggie A. Heill, his wife, Charles C. Farns, The Huber Manufacturing Company, Robert Mc Leroy & Thomas Martin, Defendants.

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First Cause of Action:

Defendant, Morris W. Hill, is indebted to plaintiff in the sum of twenty-five hundred dollars, which plaintiff claims, with interest at eight per cent. payable semi-annually from the first day of April, 1892, on a promissory note, of which the following is a copy.

" \$2500.⁰⁰ Richmond, Indiana, April 1st, 1886.
 " Five years after date, I promise to pay to the order of Joseph J. Dickinson, twenty-five hundred 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. Attorneys fees. The Drawers and Indorsers 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. Morris W. Hill."

" P. O. Richwood, Union County, Ohio.

There are no credits or indorsements on said note.

Second Cause of Action:

The defendant, Morris W. Hill, is indebted to plaintiff in the further sum of One hundred and twenty-five dollars, being the five per cent. attorneys fees which the said Morris W. Hill promised to pay the plaintiff in the promissory note, a copy of which is set out under the first cause of action in this petition. Said written promise for the payment of attorneys fees was made in the State of Indiana and was made payable in said State of Indiana; and the plaintiff avers that said contract for the payment of said attorneys fees is a good and valid contract by the laws of the said State of Indiana.

Third Cause of Action:

At the time of delivering said note, and to secure the payment of the same and said attorneys fees, the defendants, Morris W. Hill and Maggie A. Hill, his wife, duly executed and delivered to plaintiff 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 six hundred and eighty-nine (3689) Beginning at a stone corner to Smith Brown's land; thence north eight (8) degrees east thirty-six (36) poles to the center of a County road from Newton to Sirox Mill on Boker's creek; thence with said road to the south corner of a piece of fifteen $\frac{1}{160}$ (15 $\frac{1}{160}$) acres sold by James W. Robinson as Attorney to Samuel G. Smith; thence with the south line of said lot and said

Smith's land to the south-east corner of said Smith's land in the east line of said Survey N^o. 3679; thence with said line south-eight (8) degrees west to the north-east corner of Smith Brown's land; thence with the north line of his land to the beginning containing one hundred and thirty one (131) acres.

Said mortgage was conditioned among other things upon the payment of said promissory note, interest and attorney's fees set out under first and second causes of action in this petition, by the said Morris N. Hill or Maggie A. Hill.

On the 10th day of April, 1886, at 7^{1/2} o'clock A.M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Book 22, Page 566 of his records.

The defendants, Charles C. Farns, The Huber Manufacturing Company, Robert M^r. Leroy, and Thomas Martin, have or claim some lien or interest in said premises, but plaintiff avers that the same are subordinate to plaintiff's claim, and the plaintiff asks that they be compelled to set up the same, or be forever cut off from asserting the same. Plaintiff, therefore asks judgment against defendant Morris N. Hill in said sum of \$2500. with interest at eight per cent. payable semi-annually from April 1st, 1891, and for said \$125⁰⁰ attorney's fees, and that said premises may be sold and the proceeds applied to the payment of said judgment.

J. C. Griffith,
The State of Ohio, Attorney for Plaintiff.
Union County ss:

J. C. Griffith, being first duly sworn, says that he is the attorney of the plaintiff, Joseph J. Dickinson, duly authorized in the premises; that the plaintiff is not a resident of Union County, Ohio, and that the allegations and matters set out in the foregoing petition he believes to be true.

J. C. Griffith.
Sworn to and subscribed before me this 6th day of February A. D. 1892. (Seal) J. W. Tilton, Notary Public.

Præcipe

To the Clerk:
Issue Summons in the above case to the Sheriff of Union County, Ohio, for Morris N. Hill and Maggie A. Hill, his wife, returnable according to law. Indorse: Personal Judgment ^{3/4} Foreclosure. Amount claimed \$2625. with 8 per cent. interest, payable semi-annually, upon \$2500⁰⁰ of the same from April 1st, 1891.

Issue Summons to the Sheriff of Marion County, Ohio, for The Huber Manufacturing Company, and to the Sheriff of Clark County, Ohio, for Charles C. Farns, both indorsed - - Action for Personal Judgment ^{3/4} Foreclosure. Returnable according to law.

J. C. Griffith,
Attorney for Plaintiff.

Waiver.

Marysville, Ohio, February 6th, 1892.
We, the undersigned, hereby waive the issuing and service of process in this case and voluntarily enter our appearance therein
February 13th, 1892.
R. M^r. Leroy, Clerk.
Thomas Martin, Sheriff. Char. C. Farns.

Summons 6331 by the Clerk The State Union Co Company Dickinson answer by Sheriff will be February 7th February 10th Indorsed: \$2625⁰⁰ at Sheriff's Return 6331 returned as follows Ser.nd Return Mileage Copy Total C. Huber Manufacturing Co Summons 6331 by the Clerk The State Union Co with other of Command of March as true, a February 7th February Indorsed: of mortgage April 1st, 1892 An returned is as follows Ser.nd Return Mileage Copy Total

Summons

6331

Afterward, on the 6th day of February, 1892, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio,

Union County | To the Sheriff of Marion County.

You are hereby commanded to notify The Huber Manufacturing Company (impleaded with others) that it has been sued by Joseph J. Dickinson in the Court of Common Pleas of Union County, and must answer by the 5th day of March A. D. 1892, 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 15th day of February, A. D. 1892.

Witness my hand and the seal of said Court, this 6th day of February A. D. 1892. (Seal) R. Milleroy, Clerk.

Indorsed: In action for Personal Judgment and Foreclosure. Amount claimed \$2625⁰⁰ at 8% on \$2500⁰⁰ payable semi-annually from April 1st, 1891.

Sheriff's Return

6331

Afterward, on the 10th day of February, 1892, 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

Ser. nd Return	\$ 46
Milage	16
Copy	16
Total	\$ 78

Marion County | Sheriff's Return.

Received this writ February 8th, A. D. 1892, at 8 o'clock A. M. and served same by delivering a true and certified copy of this summons with the endorsements thereon to E. Huber he being the President of the within named The Huber Manufacturing Company, personally this 8th day of February, 1892.

S. B. Rice, Sheriff.

By P. Kelly, Deputy.

Summons

6331

Afterward, on the 6th day of February, 1892, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio,

Union County. | To the Sheriff of Clark County:

You are hereby commanded to notify Charles C. Farns (impleaded with others) that he has been sued by Joseph J. Dickinson in the Court of Common Pleas of Union County, and must answer by the 5th day of March A. D. 1892, 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 15th day of February A. D. 1892.

Witness my hand and the seal of said Court, this 6th day of February, A. D. 1892. (Seal) R. Milleroy, Clerk.

Indorsed: In action for Personal Judgment and Foreclosure of Mortgage. Amount \$2625⁰⁰ at 8% on \$2500⁰⁰ semi-annually from April 1st, 1891.

And on the 15th day of February, 1892, 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.

Ser. nd Return	\$ 25
Milage	48
Copy	25
Total	\$ 98

Clark County | Sheriff's Return.

Received this writ February 9th, A. D. 1892, at 10 o'clock A. M. The within named defendant Charles C. Farns

not found in this County.

A. J. Baker, Sheriff
Clarke County, Ohio.

Summons

Afterward, on the 6th day of February, 1892, a Summons was issued by the Clerk of said Court, indorsed as follows:

6331

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify M. W. Hill & Maggie A. Hill his wife that they have been sued by Joseph J. Dickinson in the Court of Common Pleas of Union County, and must answer by the 5th day of March A. D. 1892, 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 15th day of February, A. D. 1892.

Witness my hand and the seal of said Court this 6th day of February, A. D. 1892. (Seal) R. M. Leroy, Clerk.

Indorsed: "In action for Personal Judgment ^{1/4} Foreclosure of Mortgage Amount claimed \$2625.00 at 8 per cent. on \$2500.00 from April 1st, 1891, interest payable semi-annually."

Sheriff's Return

And on the 15th day of February, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6331

Ser. ^y Return	30
Adl. Hfts.	15
Mileage	3 20
Copy	40
Total	4 05

The State of Ohio,
Union County

Sheriff's Return

Received this writ February 6th A. D. 1892, at 10 o'clock A. M. and served same by delivering personally a true and certified copy of this writ with the endorsements thereon to each of the within named defendants, on the 15th day of February, 1892.
Thomas Martin, Sheriff.

Answer

of filed with the Clerk of said Court, to wit:

6331

M. W. Hill, et al

Court of Common Pleas,
Union County, Ohio.

Now comes the said M. W. Hill and for his answer herein says: He admits the execution of the note and mortgage set up in the petition, but says, that the plaintiff ought not to have a personal judgment against him for the reason, that on or about the --- day of November 1891, said M. W. Hill sold and conveyed the premises described in the petition to one C. C. Farns subject to said mortgage indebtedness which said C. C. Farns agreed to assume and pay to plaintiff and to release and discharge said M. W. Hill therefrom, - all of which was done with the knowledge and consent of the plaintiff.

Wherefore said defendant M. W. Hill prays that he may go hence without day and recover his costs.

State of Ohio,
Union County ss:

S. S. Gardiner,
Attorney for M. W. Hill.

M. W. Hill being duly sworn says the facts and allegations in the foregoing answer are true as he verily believes.

Morris W. Hill.

Entry

6331

Sworn
Afternoon
made on the
State of Ohio
Union County
Joseph J. Dickinson
vs.
Morris W. Hill
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State of Ohio
for Union County
Order of Joseph J. Dickinson
Sale.
vs.
Morris W. Hill
Filed April
Afternoon
Order of
Sale issued by
The State
6331 Union County

Sworn to and subscribed before me this 4th day of April 1892.

Jason Case, J.P.

Entry

Afterward, on the 6th day of April, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6331

State of Ohio,

Union County, ss

Joseph J. Dickinson

vs.

Morris W. Hill et al

In the Court of Common Pleas

Journal 16, Page 156.

This cause now coming on for hearing, was submitted to the Court on the pleadings and the evidence, and on consideration thereof the Court find that there is due the plaintiff from the defendants Morris W. Hill on the promissory note set forth in the petition, with interest to the first day of this term, together with the attorney's fees prayed for, the total sum of twenty-eight hundred and thirty-one $\frac{22}{100}$ (\$2831.²²) dollars.

The Court further find that in order to secure the payment of said note, interest and attorney's fees, the defendants Morris W. Hill and Maggie A. Hill, his wife, executed and delivered to said Joseph J. Dickinson, the plaintiff, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 22, Page 566, of the Records of Mortgages of Union County, Ohio, and is a good and valid first lien on the premises therein described, and that the conditions in said mortgage have been broken.

It is therefore adjudged and decreed that unless the defendant, Morris W. Hill, 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 from the 4th day of April, 1892, at eight per cent. upon \$2706.²² and at six per cent. upon the balance, viz: \$125.⁰⁰, 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.

As to plaintiff's prayer for personal judgment against the defendant, Morris W. Hill, the Court does not pass upon but leaves open for further order.

Pracipe for Order of Sale.

State of Ohio,

Union County

Joseph J. Dickinson

vs.

Morris W. Hill et al

In the Court of Common Pleas.

To Clerk: Issue Order of Sale in this case.

Filed April 9th 1892.

J. C. Griffith, Attorney for Plaintiff.

Order of Sale

Afterward, on the 11th day of April, 1892, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,

6331

Union County, ss:

To the Sheriff of said County, Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union, on the 6th day of April, 1892, Joseph J. Dickinson obtained a Judgment and Decree against M. W. Hill and Maggie A. Hill, his wife, et al. for the sum of twenty-eight hundred and thirty-one ²²/₁₀₀ dollars and seven ⁴⁵/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said M. W. Hill and Maggie A. Hill within one day from the 6th day of April, A. D. 1892, pay unto the said Joseph J. Dickinson the said sum of twenty-eight hundred and thirty-one ²²/₁₀₀ dollars with interest from the 4th day of April 1892, 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 to: And Whereas, the one day aforesaid have fully expired, and the said sum of twenty-eight hundred and thirty-one ²²/₁₀₀ 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: Part of Virginia Military Survey Number 3689.

Beginning at a stone corner to Smith Brown's land: thence N. 8° E. 36 poles to the center of the County road from Newton to Sumner's Mill on Baker's Creek; thence with said road to the south corner of a piece of fifteen ³⁴/₁₀₀ (15 ⁴⁸/₁₀₀) acres sold by James W. Robinson as Attorney to Samuel S. Smith: thence with the south line of said lot and said Smith's land to the south-east corner of said Smith's land in the east line of said Survey N^o 3689; thence with said line south 8° W. to the north-east corner of Smith Brown's land: thence with the north line of his land to the beginning containing one hundred and thirty-one (131) acres.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 11th day of April, A. D. 1892. R. M^o. Leroy, Clerk.

And on the 20th day of May, 1892, 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.

Union County ss: Sheriff's Return.

Received this writ the 11th day of April A. D. 1892, and on the 12th day of April A. D. 1892, I called on Inquest of D. W. Dean, William Milligan and A. D. Taylor three disinterested freeholders and residents of the County, and caused the within described real estate

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Proof of Publication was filed

6331

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to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof, (to wit: \$25.00 per acre), under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

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

And on the 14th day of May, A. D. 1892, 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 Joseph J. Dickinson for the sum of two thousand six hundred and twenty dollars (\$2620.00) being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Reply
6331

Afterward, on the 16th day of April, 1892, the following Reply was filed with the Clerk of said Court, to wit:

Joseph J. Dickinson
vs.
Morris W. Hill et al
Court of Common Pleas,
Union County, Ohio.

Plaintiff, for reply to the answer of M. W. Hill, denies each and every allegation therein.
J. E. Griffith, Attorney for Plaintiff.

State of Ohio,
Union County ss:

J. E. Griffith being first duly sworn, says, he is the attorney of the plaintiff herein, duly authorized in the premises, that the plaintiff is a non-resident of this County, and that he believes the allegations in the foregoing reply are true.
J. E. Griffith.

Sworn to and subscribed before me this 16th day of April, 1892
John M. Brodrick,
Notary Public, Union Co. Ohio.

Proof of
Publication
6331

Afterward, on the 20th day of June, 1892 a Proof of the Publication was filed with the Clerk of said Court, to wit:

Joseph J. Dickinson
vs.
M. W. Hill et al.
Sheriff's Sale.
On Order of Sale.
Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday May 14th, 1892, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit: Situate in Union County, Ohio, and being in Virginia Military Survey N^o 3689 beginning at a stone corner to Smith Brown's land; thence north 8-

east 36 poles to the center of the County road from Newton to Knot's mill on Bok's creek: thence with said road to the south corner of a piece of fifteen $\frac{3}{4}$ $\frac{5}{16}$ (15 $\frac{5}{16}$) acres sold by James W. Robinson, as attorney to Samuel S. Smith: thence with the South line of said lot, and said Smith's land to the south-east corner of said Smith's land in the east line of said Survey N^o. 3689: thence with said line south 8^o west to the north-east corner of Smiths Brown's land: thence with the north line of his land to the beginning containing one hundred and thirty-one (131) acres.

Appraised at \$25⁰⁰ 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 April 13th, 1892.

W. O. Shearer.

Sworn to and subscribed before me this 20th day of June 1892.

(Seal) R. M. Leroy, Clerk.

Motion

Afterward, on the 22nd day of June, 1892, the following motion was filed with the Clerk of said Court, to wit:

6831

State of Ohio,

Union County

In the Court of Common Pleas.

Joseph J. Dickinson

vs.

Morris W. Hill et al

Motion to Confirm.

Plaintiff moves that the sale heretofore made by the Sheriff in this case be confirmed and deed ordered.

J. C. Griffith, Attorney for Plaintiff.

Entry

Afterward, on the 22nd day of June, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

6331

Joseph J. Dickinson

vs.

Morris W. Hill et al

Journal 16, Page 199.

On motion of the plaintiff, and on his producing the return of the Sheriff 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, Joseph J. Dickinson, by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders, in said premises, so far as they may be paid herein, 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

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Petition

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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 \$26.20. 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 \$49.⁶²

Secondly: The costs of this action, taxed at \$46.⁶⁷.

Thirdly: To the plaintiff, Joseph J. Dickinson, the balance of the said money remaining in his hands, to wit, the sum of \$23.23.²¹ to be applied as a credit upon the amount found due him upon the notes and mortgages sued.

Attest
R M Bury clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of March, to wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 31st day of March, 1888, Mercy M. Bland filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Ira Fenner, to wit:

Petition	Mercy M. Bland	vs.	Court of Common Pleas, Union County, Ohio.
5521	Ira Fenner		

The plaintiff says that she is the owner of the following goods and chattels: one gray horse about 3 years old bought of Martin Connor, and is entitled to the immediate possession thereof; and that the said defendant wrongfully and unjustly detains in his possession the said goods and chattels and from the said plaintiff. And the said plaintiff further avers that the said defendant did so wrongfully detain the possession of said goods and chattels for the space of --- months next before the commencement of this action and wholly deprived the said plaintiff of all use and benefit thereof during all of said time to the damage of the plaintiff. Wherefore the said plaintiff prays an order against the said defendant that he may be ordered to deliver to the said plaintiff the said goods and chattels and also a judgment against the said defendant for the said sum of \$50.⁰⁰ her damage sustained by reason of such unlawful detention. J. M. Kennedy, Attorney for Plaintiff.

The State of Ohio,
Union County ss:

Mercy M. Bland being duly sworn says that the facts and allegations of the foregoing petition are true as she verily believes.

Mercy M. Bland

Sworn to and subscribed by the said Mercy M. Bland before me this

31st day of March, A. D. 1888. (Seal) A. H. Colfebrath, Notary Public.
Principals To the Clerk:

Issue Summons and copy of Petition directed to Sheriff of Union County, returnable according to law. J. M. Kennedy, Attorney for Plaintiff
Summons Afterward, on the 31st day of March, 1888, the following Summons was issued by the Clerk of said Court, to wit:

5-3-21 The State of Ohio,
 Union County ss: To the Sheriff of the County of Union, Greeting:
 We command you to notify Ira Fenner that he has been sued by Mercy Bland in the Court of Common Pleas of Union County, and that unless he answer by the 28th day of April, A. D. 1888, the petition of said Mercy M. Bland against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.
 You will make due return of this summons on the 9th day of April A. D. 1888. Witness my hand and the seal of said Court, this 31st day of March, A. D. 1888 at Marysville, Ohio.

(Seal) R. M. Leroy, Clerk.
Sheriff's Return And on the 3rd day of April, 1888, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

5-3-21 The State of Ohio,
 Union County ss: Sheriff's Return.
 Received this writ April 2nd, A. D. 1888 at 1 o'clock P. M. And pursuant to its command, on the 2nd day of April A. D. 1888, I served the same by handing a true copy with the endorsements thereon to the within named Ira Fenner
 M. Hopkins, Sheriff.

5-3-21 Affidavit for Replevin
 Service \$ 30
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 Copy 20
 Total \$ 2 42
 Afterward, on the 31st day of March, 1888, an Affidavit in Replevin was filed with the Clerk of said Court, to wit:
 Mercy M. Bland
 vs
 Court of Common Pleas,
 Union County, Ohio.

The said Mercy M. Bland being first duly sworn, deposeseth that she has commenced in the Court of Common Pleas of said County of Union a civil action against the said Ira Fenner to recover possession of the following specific personal property, to wit: one gray horse about 3 years old brought by defendant of Martin Connor and that the said plaintiff is the owner of the said goods and chattels and entitled to the immediate possession of the same, and that said goods and chattels are wrongfully detained from him by the said defendant, and that the said goods and chattels were not taken in execution on any order or judgment against said plaintiff or for the payment of any tax fine or assessment assessed against him or by virtue of any order of delivery issued under the chapter of the Code of Civil Procedure providing for the replevin of property or on any mesne or final process issued against the said plaintiff and further she saith not.

Mercy M. Bland.
 Sworn to by the said Mercy M. Bland and signed in my presence this 31st day of March, A. D. 1888. A. H. Colfebrath,
 (Seal) Notary Public.

Entry After
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Entry
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Afterward, on the 21st day of May, 1877, the following entry was made on the Journal by the clerk of said Court, to wit:

Mercy M. Bland
vs
Ira Fenner
Journal 14, Page 456.

This day leave was given defendant to file answer and answer filed. Afterward, on the 21st day of May, 1878, the following Answer was filed with the clerk of said Court, to wit:

Answer
5521
Mercy M. Bland
vs.
Ira Fenner
Court of Common Pleas.
Union County, Ohio.

The defendant now comes and for answer to plaintiff's petition says he denies the allegations of the said petition and prays judgment for value of said horse. J. W. Robinson,
Attorney for Defendant.

Ira H. Fenner being duly sworn deposes and says he believes the allegations of the foregoing answer are true.
Ira H. Fenner.

Sworn to before me and signed in my presence by Ira H. Fenner this 21st day of May, 1878. (Seal) R. McCreary, Clerk.

Entry
5521
Afterward, on the 20th day of November, 1878, the following entry was made on the Journal by the clerk of said Court, to wit:

Mercy M. Bland
vs.
Ira Fenner
Journal 14, Page 546.

This day this cause is continued by agreement of parties.

Entry
5521
Afterward, on the 11th day of November, 1879, the following entry was made on the Journal by the clerk of said Court, to wit:

Mercy M. Bland
vs.
Ira Fenner
Journal 15, Page 176.

Continued by agreement.

Entry
5521
Afterward, on the 19th day of March, 1890, the following entry was made on the Journal by the clerk of said Court, to wit:

Mercy M. Bland
vs.
Ira Fenner
Journal 15, Page 277.

This cause is continued on the motion and showing of plaintiff. It is therefore considered that plaintiff pay the costs of this term taxed at \$- - -.

Entry
5521
Afterward, on the 17th day of June, 1890, the following entry was made on the Journal by the clerk of said Court, to wit:

Mercy M. Bland
vs.
Ira Fenner
Journal 15, Page 334.

This day on motion and showing of defendant, this cause is continued at defendant's costs. It is therefore considered that defendant pay the costs of this term taxed at \$- - -.

Entry 5521 Afterward, on the 11th day of November, 1890, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 15, Page 407.

Continued by agreement.
 Entry 5521 Afterward, on the 10th day of February, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 15, Page 460.

This cause is continued on the motion and showing of defendant and at his costs. It is therefore considered that the plaintiff recover of the defendant her costs herein taxed at \$- - -.

Entry 5521 Afterward, on the 26th day of May, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 15, Page 523.

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

Entry 5521 Afterward, on the 16th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 16, Page 48.

This day this cause is continued on the motion and showing of defendant and at his costs. It is therefore considered that the plaintiff recover of defendant the costs of the term taxed at \$- - -.

Entry 5521 Afterward, on the 19th day of January, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 16, Page 119.

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

Entry 5521 Afterward, on the 12th day of April, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 16, Page 166.

The plaintiff moved the Court to continue this case on account of the absence of Miss Madsworth, a material witness for plaintiff and having made sufficient cause this case is continued at plaintiffs costs.

Entry 5521 Afterward, on the 11th day of November, 1890, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 15, Page 407.

Continued by agreement.
 Entry 5521 Afterward, on the 10th day of February, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 15, Page 460.

This cause is continued on the motion and showing of defendant and at his costs. It is therefore considered that the plaintiff recover of the defendant her costs herein taxed at \$- - -.

Entry 5521 Afterward, on the 26th day of May, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 15, Page 523.

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

Entry 5521 Afterward, on the 16th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 16, Page 48.

This day this cause is continued on the motion and showing of defendant and at his costs. It is therefore considered that the plaintiff recover of defendant the costs of the term taxed at \$- - -.

Entry 5521 Afterward, on the 19th day of January, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 16, Page 119.

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

Entry 5521 Afterward, on the 12th day of April, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:
 Mercy M. Bland vs. Ira Fenner
 Journal 16, Page 166.

The plaintiff moved the Court to continue this case on account of the absence of Miss Madsworth, a material witness for plaintiff and having made sufficient cause this case is continued at plaintiffs costs.

Entry

Afterward, on the 27th day of September, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

5521

Mercy M. Bland

vs.

Ira Fenner

Journal 16, Page 225

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

"We, the jury, being duly impaneled and sworn find the issues in this case in favor of the defendant, and we find that at the time of the commencement of this action the right of possession and the right of property in the property described in the petition was in the defendant and we assess his damage at \$170."

J. S. Harmon, Foreman.

Entry

Afterward, on the 5th day of October, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

5521

Mercy M. Bland

vs.

Ira Fenner

Journal 16, Page 239.

This day came on this case to be further heard on the motion for judgment on the verdict rendered in the case, whereupon it is considered ordered and adjudged by the court that the defendant recover of the plaintiff the amount of said verdict, to wit: the sum of one hundred and seventy dollars and his costs not heren before adjudged taxed at \$---

Attest
RM 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 Honorable John A. Price, Judge of said Court of the term of, April, to wit: on the 4th day of April, in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, to wit, on the 1st day of October 1887 Melancthon Worthington filed in the Clerk's Office of the said Court of Common Pleas the following Petition against D. W. Ayers, to wit:

Petition

5398

Melancthon Worthington

vs.

D. W. Ayers, Defendant.

Plaintiff

In Union County Common Pleas, Ohio.

The plaintiff says:

That this, his cause of action, is founded upon a promissory note of which the following is a copy, to wit:

"\$ 225.⁰⁰ July 29th, 1885.

Fourteen months after date I agree to pay P. Huddle, or bearer, two

hundred and twenty-five dollars, at 6 per cent. interest from September 1st.
Value received.

Post Office, Marysville, Ohio. (Signed) "D. W. Ayers."

Plaintiff further says he is the legal owner and holder of said note as purchaser thereof before due for a valuable and fair consideration.

Plaintiff says there is due him on said note from said defendant the sum of two hundred and twenty-five dollars with interest thereon at six (6) per cent. from September 1st, 1876.

Wherefore, plaintiff prays judgment against the said defendant D. W. Ayers, in said sum of two hundred and twenty-five dollars, at (6) six per cent. from September 1st, 1876 and his costs herein expended.

Brodrick & McCampbell,

Attorney for Plaintiff.

The State of Ohio,
Union County ss:

Jas. S. McCampbell being duly sworn on his oath says he is one of the attorneys for plaintiff in the above entitled action, and duly authorized in the premises; that said action is based upon a written instrument for the payment of money only, and that said instrument is now in affiant's possession; and that the facts stated, and allegations made in the foregoing petition are, as affiant verily believes, true.

Jas. S. McCampbell.

Subscribed and sworn to before me by said Jas. S. McCampbell this 1st day of October, A. D. 1887. (Seal) John D. Burgher, Clerk.

Præcipe To Clerk:

Sir: Issue Summons to defendant in the foregoing action directed to Sheriff of Union County, Ohio, returnable according to Law and indorse "Action for Money only: Amount claimed \$225⁰⁰ at 6% from September 1st, 1876.

Brodrick & McCampbell,

Attorney for Plaintiff.

Waiver

I hereby waive the issuing and service of Summons in the above entitled case and enter my appearance therein this 1st day of October, A. D. 1887. D. W. Ayers.

Motion

Afterward, on the 9th day of November, 1887, the following motion was filed with the clerk of said Court, to wit:

6398 Melancthon Worthington

vs.

D. W. Ayers.

Court of Common Pleas,
Union County, Ohio.

The defendant now comes and for motion says: the plaintiff herein is a non-resident of said County of Union and asks an order of this Court requiring said plaintiff to secure the probable costs in the above case. D. W. Ayers.

Answer

Afterward, on the 14th day of November, 1887, the following Answer was filed with the clerk of said Court, to wit:

5398 Melancthon Worthington

vs.

D. W. Ayers.

Court of Common Pleas,
Union County, Ohio.

The defendant now comes and for his answer to the petition of the plaintiff says: 1st He denies that the said plaintiff is the owner of said note in the petition described.
2nd He denies that the said plaintiff is the bona-fide holder or

purchaser before due purchaser. 3rd. The s... ver but payee by s... Farmers N... rated Com... all of its co... to defendan... fifty bush... mission to... -sentation... at the sa... without a... That its part of to perform... That avers was said from law with therefore aforesaid this defen... N^o 75. National State of A... for D. W. A... or before A... (Seal) Th... and fut... worth abo... For obtained... -tations &... resented... in good... this defen... would bi... September... Th... and said... this defen... -tending... delivered... the same... consider...

Copy of Bond

purchaser of said note for a valuable consideration or sufficient consideration before due in the usual course of business and deny that he is an innocent purchaser thereof.

3^d. The said note was given to P. Huddle without any consideration whatever but was obtained in the following way, to wit: On July 29th, 1886, the payee by his Agent represented to the defendant that he was the Agent of the Farmers National Grain and Seed Company which he said was an incorporated company under the laws of Ohio, and was responsible and able to fill all of its contracts and proposed to sell to the defendant 25 bushels of wheat to defendant for the sum of fifteen dollars per bushel, and agreed to sell fifty bushels for defendant at fifteen dollars per bushel less 25 per cent. commission to which proposition defendant accepted relying on said representations and believing them to be true. And the said defendant at the same time to the Agent of said Huddle the note sued on herein without any consideration whatever except a Bond hereinafter mentioned.

That said Company have failed, refused and neglected to perform its part of said contract, although this defendant was able and willing to perform said contract on his part.

That the false representations aforesaid defendant believes and avers was a scheme and trick by said Company and its Agents to obtain said promissory note from him against public policy and against the law without the intent on their part to perform the same and was therefore void. That at the time of the fraudulent representations aforesaid to this defendant the said Company executed and delivered to this defendant a Bond which reads as follows:

N^o 75. Incorporated under the laws of the State of Ohio. The Farmers National Grain and Seed Company, Taylor Township, Union County, State of Ohio, 1885, do hereby agree to sell 50 bushels of Seneca Chief Wheat for D. W. Ayers at fifteen dollars per bushel less 25 per cent. commission on or before the 1st day of September, 1886.
(Seal) P. Huddle, Supt.

Copy of Bond

The defendant makes this copy of said Bond a part of his answer and further says the wheat under contract aforesaid was common wheat worth about 70 cents per bushel.

4th. For a further defense the said defendant says the said note was obtained from by said Company through fraudulent and false representations as follows, to wit: by its Agent at the date of said note falsely represented to defendant that said Company was responsible and able and in good faith willing to fulfil all the terms of its contracts and if this defendant would execute said note the Agent for said Company would bind the same to sell 50 bushels of said wheat for him before September 1886, for fifteen dollars per bushel less 25 per cent. commission.

That said representations were false as said company well knew and said representations were made to procure said note and defraud this defendant, and was a trick and scheme for said purpose without intending to fill the terms of said contract. And defendant says he delivered said note to the Agent of said Company and their Agent at the same time delivered said Bond to this defendant and no other consideration passed for said note. That since then no Agent of

said Company or any one for them has ever offered to comply with any of the terms of said contract, although this defendant was ready, able and willing (in fact anxious) to perform said contract on his part. That by reason of the premises the consideration of said note wholly failed. The said Company was not in truth and fact responsible and able to perform its contracts (and did not in this instance)

The defendant says that before and when he, plaintiff, obtained possession of the note sued on herein knew fully the manner, terms and means by which said note was obtained from this defendant aforesaid and well knew the false and fraudulent representations made to obtain the same and that it had been obtained by a scheme and trick on the part of said Company and their Agents and that they would not perform and did not intend to perform the conditions of said Bond.

Wherefore defendant prays judgment for costs.

State of Ohio

Robinson & Piper, Attorneys for Defendants.

Union County ss:

D. W. Ayers, being first duly sworn says the facts stated and allegations in his foregoing Answer are as he believes true.

D. W. Ayers.

Sworn to before me and signed in my presence by the said D. W. Ayers this 14th day of November, 1887. (Seal) John L. Burgner, Clerk.

Entry
Afterward, on the 4th day of April 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

5-398 Melancthon Northington
vs.
D. W. Ayers.
Journal 16, Page 154.

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

- | | | |
|---------------------------------|----------------------------------|---|
| 1 st Emanuel Wheeler | 5 th J. R. Norris | 9 th Clinton Johnson |
| 2 nd H. C. Curry | 6 th Frank Brass | 10 th James Biggs |
| 3 rd D. W. Stiggers | 7 th Edward Stillings | 11 th John F. Moore |
| 4 th Samuel Craford | 8 th J. C. Scheider | 12 th Elmer Freeman, who were duly |

impaneled and sworn according to law; thereupon the case came on for hearing on the pleadings and evidence and the said Jury having heard the evidence, the hour of adjournment having arrived, this cause was continued until tomorrow morning.

Amended Answer
Afterward, on the 5th day of April, 1892, an Amended Answer was filed with the Clerk of said Court, to wit:

5-398 Melancthon Northington
vs.
D. W. Ayers.
Court of Common Pleas,
Union County, Ohio.

The defendant for his answer to said plaintiffs petition says the said plaintiff ought not to recover on said note in his petition described for this that he says said note was not given for any legal consideration but for a consideration which was illegal and against public policy in the manner following, to wit: on or about the 29th day of July, 1855 The Farmers National Grain & Seed Company by its Agents entered into an agreement with the defendant by which defendant signed said note in consideration that said Company then and there at said County of

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Union agreed by its Bond (a copy of which is hereto attached) to sell for defendant fifty bushel of Seneca Chief Wheat at fifteen dollars per bushel less 25 per cent. commission on or before the first day of September 1886 which wheat was worth only about seventy cents per bushel and as defendant and said company well knew was worth only seventy cents per bushel and said price of fifteen dollars per bushel was a false fictitious and speculative price as said parties well knew at the time and said contract was a scheme and trick which said company practised on the defendant and those to whom it gave said Bonds contrary to law and against public policy, and the defendant gave to the Agents of said company said note payable to P. Huddle or bearer, said P. Huddle being one of the agents of said company relying on said Bond to be filled and complied with by said company by selling for him by September 1st 1886 fifty bushels of wheat of the value of seventy cents per bushel at the price of fifteen dollars per bushel less a commission of twenty-five per cent. but he says said company and its agents wholly failed to sell for him said fifty bushels or any part thereof and said company well knew said contract was a Bohemian rats scheme to deceive the public and especially the defendant and obtain his note without any lawful consideration and sell the same and defraud the defendant, and said company by said scheme did unlawfully obtain said note from defendant without any consideration than as above stated and sold said note to the plaintiff who at the time he purchased the same well knew it was a Seneca Chief Wheat note obtained from the defendant on the terms in the manner and for the consideration herein before stated and therefore defendant denies that he is indebted in any sum upon said note to plaintiff. The Bond above referred to is in the words and figures following, viz:

No. 75. Incorporated under the laws of the State of Ohio, 1858,
 " The Farmers National Grain & Seed Company, Taylor Township, Union
 " County, State of Ohio, 1855, do hereby agree to sell 50 bushel of Seneca
 " Chief Wheat for D. W. Ayers at fifteen dollars per bushel less 25 per cent.
 " commission on or before the first day of September, 1886.
 (Seal) P. Huddle, Supt.

The Bond of which the above is a true copy was delivered by said Company by its said Superintendent at the same time said note was delivered to said Agent and the consideration of said note was the delivery of said Bond. W. J. Hoops,
 Robinson & Woodburn, Attorneys for Defendant.

The State of Ohio,
 Union County ss:

D. W. Ayers, defendant, being duly sworn deposes and says he believes the allegations of the foregoing Amended Answer are true.
 D. W. Ayers.

Sworn to before me and signed in my presence this 4th day of April, 1892.
 R. McIlroy, Clerk
 By W. M. Wintget, Deputy.

(Seal)

Reply

Afterward, on the 5th day of April, 1892, the following Reply was filed with the clerk of said Court, to wit:

5398

M. Worthington, Plaintiff

vs.

D. W. Ayers, Defendant

In Court of Common Pleas,
Union County, Ohio.

Now comes the said plaintiff and by leave of the Court first had, for reply to defendant's answer filed herein says: He admits that the note sued upon herein was made on the 29th day of July, A. D. 1885 but that, at the time said note was purchased, he was ignorant of the other facts alleged in defendant's said answer and, therefore he denies them. Plaintiff further replying to said answer says and avers that he took said note before maturity, for a fair and valuable consideration, in the usual course of trade, in good faith, and without knowledge of the defense thereto set forth in defendant's said answer.

James M Campbell,

Attorney for Plaintiff.

The State of Ohio,

County of Union, ss:

M. Worthington, plaintiff, being sworn says that he believes the facts stated in the above pleading to be true.

M. Worthington.

Subscribed and sworn to before me this 5th day of April, A. D. 1892.

(Seal)

R. M. Leroy, Clerk

By W. M. Winget, Deputy.

Motion

Afterward, on the 5th day of April, 1892, the following Motion was filed with the clerk of said Court, to wit:

5398

M. Worthington, Plaintiff

vs.

D. W. Ayers, Defendant

In Court of Common Pleas,
Union County, Ohio.

Now comes the said plaintiff and excepts to the deposition of one J. L. M^o: Mahon filed herein in the particulars, and upon the grounds following, to wit: That questions Nos 10, 11, 12, of said deposition, with their respective answers, under the head of "Direct Examination" and questions Nos 9 & 20 of said deposition with their respective answers, under the head of "Re-Direct Examination", are irrelevant and, therefore should be ruled out and not permitted to be read to the Jury.

Wherefore, plaintiff moves the Court to hear and decide all questions arising on the following exceptions before the commencement of the trial of this cause.

James M Campbell,

Attorney for Plaintiff.

Entry

Afterward, on the 6th day of April, 1892, the following Entry was made on the Journal by the clerk of said Court, to wit:

5398

M. Worthington

vs.

D. W. Ayers

Journal 16, Page 158.

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 the arguments and charge of the Court retired to their room, in charge of the Sheriff for deliberation; and now comes said Jury into open Court with their

verdict in
duly impaneled
defendant.

Entry

5398

M. Worthington
vs.
D. W. Ayers

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Petition

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verdict in writing signed by their foreman, and say: "We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the defendant." Samuel Crahood, Foreman.

Entry Afterward, on the 13 day of April, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

5398 M. Worthington vs. Journal 16, Page 167.
D. W. Ayers

This day came on this cause to be further heard on the Verdict rendered by the Jury for defendant. Whereupon the Court being fully advised in the premises doth confirm said verdict. Whereupon it is considered and adjudged by the Court that defendant go hence and recover of the plaintiff his costs herein expended taxed to \$-

Attest
R M Enry 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 April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 23rd day of January, 1892, Luther Biggett filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Samuel Culbertson et al, to wit:
Luther Biggett, Plaintiff

Petition

6234

vs.
Samuel W. Culbertson, and Unknown Heirs.
of Samuel W. Culbertson, The Commissioners of Union County, Ohio, Thomas Wasson, and Unknown Heirs of Thomas Wasson, Sloan Wasson and Unknown Heirs of Sloan Wasson, Margaret Wasson, and Unknown Heirs of Margaret Wasson, Jane Wasson, and Unknown Heirs of Jane Wasson, Sarah Wasson and Unknown Heirs of Sarah Wasson, Louisa Wasson and Unknown Heirs of Louisa Wasson, Sophia B. Wasson, Defendants

Court of
Common Pleas,
Union County, Ohio.

Petition to
Quiet Title.

The said plaintiff Luther Biggett complains of the said defendants Samuel W. Culbertson, and the Unknown heirs of the said Samuel W. Culbertson, (if deceased) The Commissioners of Union County, Ohio, Thomas Wasson and Unknown heirs of Thomas Wasson (if deceased) Sloan Wasson, and Unknown heirs of Sloan Wasson (if deceased) Margaret Wasson, and Unknown heirs of Margaret Wasson (if deceased) Jane Wasson and Unknown heirs of said Jane Wasson (if deceased) Sarah Wasson and Unknown heirs of said Sarah Wasson (if deceased) Louisa Wasson and Unknown heirs of Louisa Wasson (if deceased) Sophia B. Wasson and

Unknown heirs of Sophia B. Wasson (if deceased) for that the said plaintiff has the legal title to and is in peaceable possession of the following real estate, to wit: Part of In Lot No. 36 in the Village of Marysville, Union County, Ohio, described as follows: Beginning at a point in the east margin of Plum Street 116 feet south from the south-east angle of fourth and Plum Streets and corner to lot conveyed by Martha J. Woods and others to Henry Harrington by deed dated May - 1883: thence east on the south line of said Harrington's lot to the alley: thence south with the west margin of the alley 45 feet $\frac{3}{4}$ $4\frac{1}{2}$ inches: thence west with the north line of S. Butz lot to the east margin of Plum Street: thence north with the east margin of Plum Street 45 feet $\frac{3}{4}$ $4\frac{1}{2}$ inches to the beginning.

And plaintiff further saith that the said Samuel N. Culbertson and the unknown heirs of Samuel N. Culbertson set up and claim an estate and interest in and to the said premises adverse to the estate and interest of the said plaintiff so as aforesaid averred.

And the plaintiff further saith that the said Commissioners of Union County, Ohio, for and on behalf of said County of Union set up and claim an estate and interest in and to the said premises adverse to the estate and interest of the said plaintiff so as aforesaid averred.

And the said plaintiff further saith that the said Thomas Wasson, and the unknown heirs of Thomas Wasson, Sloan Wasson and the unknown heirs of Sloan Wasson, Margaret Wasson and the unknown heirs of Margaret Wasson, Jane Wasson, and the unknown heirs of Jane Wasson, Sarah Wasson, and the unknown heirs of Sarah Wasson, Louisa Wasson and the unknown heirs of Louisa Wasson, and Sophia B. Wasson and the unknown heirs of Sophia B. Wasson as the heirs and devisees of Mains Wasson, deceased, by virtue of the Will of said Mains Wasson deceased set up and claim an estate and interest in and to said premises adverse to the estate and interest of the said plaintiff so as aforesaid averred.

The plaintiff therefore prays that the said Samuel N. Culbertson, if living, and the unknown heirs of the said Samuel N. Culbertson, if deceased, the Commissioners of Union County, Ohio, and the said County of Union, and the said Thomas Wasson, if living, and the unknown heirs of said Thomas Wasson, if deceased, Sloan Wasson, if living, and the unknown heirs of the said Sloan Wasson, if deceased, Margaret Wasson, if living, and the unknown heirs of the said Margaret Wasson, if deceased, Jane Wasson, if living, and the unknown heirs of the said Jane Wasson, if deceased, Sarah Wasson if living and the unknown heirs of the said Sarah Wasson if deceased, Louisa Wasson, if living, and the unknown heirs of the said Louisa Wasson, if deceased, Sophia B. Wasson, if living and the unknown heirs of the said Sophia B. Wasson, if deceased, may be compelled to show their said titles and that the same may be determined to be null and void as against the said title of the plaintiff.

J. H. Sinkade,

Attorney for Luther Leiggett, Plaintiff.

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Affidavit Luther Leiggett
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Publication Samuel N. Culbertson
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The State of Ohio,
County of Union ss:

Luther Liggett, the plaintiff herein being sworn says the facts stated and allegations set forth in the foregoing petition are as he believes true. (Signed) Luther Liggett.

Sworn to and subscribed before me this 21st day of January, A. D. 1892.
Warrett Crown, J. P.

Affidavit Luther Liggett, Plaintiff
for

Publication Samuel W. Culbertson
et al Defendants.

Court of Common Pleas,
Union County, Ohio
Filed January 23rd, 1892.

1234

The said plaintiff, Luther Liggett in the above case being first duly sworn deposes and saith that on the -- day of January, 1892 he filed in said Court of Common Pleas a petition against Samuel W. Culbertson, and the unknown heirs of Samuel W. Culbertson, the commissioners of Union County, Ohio, Thomas Wasson, and the unknown heirs of Thomas Wasson, Sloan Wasson and the unknown heirs of Sloan Wasson, Margaret Wasson, and the unknown heirs of Margaret Wasson, Jane Wasson, and the unknown heirs of Jane Wasson, Sarah Wasson, and the unknown heirs of Sarah Wasson, Louisa Wasson, and the unknown heirs of Louisa Wasson, Sophia B. Wasson, and the unknown heirs of Sophia B. Wasson, defendants, praying that the said defendants be compelled to show their titles and claims to part of Tract No. 36 in the village of Marysville, Ohio, described as follows: Beginning at a point in the east margin of Plum Street 116 feet south from the south-east angle of Fourth ³/₄ Plum Streets and corner to a lot conveyed by Martha J. Woods and others to Henry Harrington by deed dated May 1853: thence east on the south line of said Harrington lot to the alley: thence south with the west margin of the alley 45 feet ³/₄ 4 ¹/₂ inches: thence west with the north line of S. Butz lot to the east margin of Plum Street: thence north with the east margin of Plum Street 45 feet ³/₄ 4 ¹/₂ inches to the beginning. To which premises the plaintiff has the legal title and peaceable possession, and that the titles and claims of the said defendants be declared null and void as against the said title of the plaintiff.

The plaintiff further saith that the residences of Samuel W. Culbertson, Thomas Wasson, Sloan Wasson, Margaret Wasson, Jane Wasson, Sarah Wasson, Louisa Wasson, and Sophia B. Wasson, defendants, if living are to him unknown, and that if they or any of them are deceased the names and residences of their heirs are to him unknown, and that service of a summons cannot be made on the said Samuel W. Culbertson, Thomas Wasson, Sloan Wasson, Margaret Wasson, Jane Wasson, Louisa Wasson, Sarah Wasson, or Sophia B. Wasson, if living nor upon the heirs of any of them that are deceased, and the said plaintiff wishes to obtain a service on the said Samuel W. Culbertson, Thomas Wasson, Sloan Wasson, Margaret Wasson, Jane Wasson, Sarah Wasson, Louisa Wasson and Sophia B. Wasson, if living and upon their heirs if they or any of them are deceased, by publication, and further he saith not. (Signed) Luther Liggett.

State of Ohio,
Union County ss:

Sworn to and subscribed by the said plaintiff Luther Liggett
before me the undersigned this 21st day of January, 1892.
Marshall Owen, Justice of the Peace.

Waiver Luther Liggett, Plaintiff

vs.

6234 Samuel W. Culbertson
et al. Defendants.

Court of Common Pleas,
Union County, Ohio.
Filed January 23rd, 1892.

And now comes Thomas Brannon, Berry Hannawalt, and Charles
W. Smith, as Commissioners of Union County, Ohio, defendants herein,
and on behalf of said County of Union, waive the issuing and service
of Summons and as said Commissioners and for said County enter
their appearance herein this 25th day of January, 1892.

(Thos. M. Brannon
Commissioners of Chas. W. Smith
Union County Ohio B. Hannawalt

Proof of
Publication

Afterward, on the 9th day of April, 1892, a Proof of the Publication
was filed with the clerk of said Court, to wit:

Legal Notice.

6234 Luther Liggett, Plaintiff.

vs.

Samuel Culbertson
et al. Defendants

Court of Common Pleas,
Union County, Ohio.

Notice is hereby given to Samuel W. Culbertson, Thomas Wasson
Sloan Wasson, Margaret Wasson, Jane Wasson, Sarah Wasson, Louisa
Wasson and Sophia B. Wasson whose residences are to plaintiff unknown
if living, and to their heirs if any there be and whose names and
residences are to plaintiff unknown, that said Luther Liggett, the
plaintiff, on the 23rd day of January, 1892, filed his petition in the
Court of Common Pleas, Union County, Ohio, in case 6324 against
the above named parties and others, alleging that he has the legal
title to and is in peaceable possession of the following real estate, to wit:

Part of Lot N^o: 36 in the village of Marysville, Ohio, described as
follows: Beginning at a point in the east margin of Plum Street, 116 feet
south from the south east angle of Fourth ³/₄ Plum Streets and corner to
lot conveyed by Martha J. Woods and others to Henry Harrington by deed
dated May-- 1883: thence east on the south line of said Harrington's lot
to the alley: thence south with the west margin of the alley 45 feet, 4 ¹/₂
inches: thence west with the north line of S. Butz's lot to the east margin
of Plum Street: thence north with the east margin of Plum Street 45 feet
4 ¹/₂ inches to the beginning and praying to have his title and possess-
ion to said premises quieted against any claim by them or any of
them. Said parties are required to answer on or before the 17th day
of March, 1892.

Luther Liggett, Plaintiff.

The State of Ohio,
Union County ss:

The undersigned, being duly sworn, says that a copy of the

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Entry

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announced 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 January 28th, 1892.
Printer's Fee \$18²⁰.

A. J. Heare,

Sworn to and subscribed before me this 9th day of April, 1892.

(Seal)

R. M. Crony, Clerk.

Entry

Afterward, on the 11th day of April, 1892, the following entry was made on the Journal by the clerk of said Court, to-wit:

6324

Luther Liggitt.

vs.

Journal 16, Page 162.

Samuel W. Leubertson et al

This cause coming on this day for hearing, the defendants being in default for answer and demurrer the case was submitted to the Court upon the pleadings and the evidence and on consideration thereof the Court find for the plaintiff.

The Court further 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, 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 Luther Liggitt to all and singular the premises described to-wit: Part of In Lot N^o 36 in the village of Marysville, Union County, Ohio. Beginning at a point in the east margin of Plum Street 116 feet south from the south-east angle of Fourth and Plum Streets and corner to lot conveyed by Martha J. Woods and others to Henry Harrington by deed dated May - 1883: thence east on the south line of said Harrington's lot to the alley: thence south with the west margin of the alley 45 feet and $4\frac{1}{2}$ inches: thence west with the north line of S. Buitz's lot to the east margin of Plum Street: thence north with the east margin of Plum Street 45 feet and $4\frac{1}{2}$ inches to the beginning 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, or any part thereof, adverse to the title and possession of said Luther Liggitt, his heirs or assigns, thereto.

The Court further orders that the plaintiff pay the costs of 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 Honorable John A. Price, Judge of said Court of the term of April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 15th day of April 1892 Charles Randall filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William Spicer et al, to wit:

Petition Charles Randall, Plaintiff
vs.

The State of Ohio, Union County ss:

6372 William Spicer and
Elizabeth F. Spicer, Defendant

To the Court of Common Pleas.

The plaintiff for his first cause of action says: That on the 1st day of April, 1891, the defendant William Spicer for a valuable consideration executed and delivered to the plaintiff his promissory note of that date and thereby promised to pay the plaintiff or order the sum of Five hundred and thirty-three dollars with interest at 6 per cent. from date payable annually said note to be paid April 1st, 1892.

There are no indorsements or payments on said note and a copy of the same is hereto attached and marked "Exhibit A." and made part hereof. No part of said note has been paid and there is now justly due to the plaintiff from the defendant William Spicer thereon, the sum of Five hundred and thirty-three dollars with six per cent. interest from April 1st, 1891, for which sum and interest the plaintiff is entitled to judgment against the said defendant William Spicer.

2nd Cause of Action: For a Second Cause of Action the plaintiff says: That on the 1st day of April, 1891, the said William Spicer for a valuable consideration executed and delivered to the plaintiff his promissory note of that date and thereby promised to pay to the order of the plaintiff the sum of Five hundred and thirty-four dollars in two years thereafter with interest at 6% payable annually. There are no credits on said note and a copy of the same is hereto attached marked "B." and made part hereof. There is due as interest on said note the sum of thirty-two ³⁴/₁₀₀ dollars with interest on the same from April 1st, 1892.

3rd Cause of Action: On the 1st day of April 1891, the defendant William Spicer made and delivered to the plaintiff his certain other promissory note of that date and thereby promised to pay to the order of plaintiff the sum of Five hundred and thirty-three dollars with interest at 6% payable annually. There are no credits on said note and a copy of the same is hereto attached marked "C" and made part hereof. There is due upon said note as interest the sum of thirty-one ⁷⁵/₁₀₀ dollars with interest on the same from April 1st, 1892. The principal on said note is due and payable April 1st, 1894.

4th Cause of Action: On the 1st day of April, 1891, the defendant William Spicer made and delivered to the plaintiff his promissory note of that date and thereby promised to pay to the order of plaintiff the sum of Five hundred and thirty-three dollars on the 1st day of April 1895 with interest from date

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payable annually. There are no credits on said note and a copy of the same is hereto attached marked "D" and made part hereof. There is due as interest on said note the sum of thirty-one $\frac{3}{4}$ $\frac{7}{8}$ dollars with interest on the same from April 1st, 1892.

5th Cause of Action: On the 1st day of April, 1891, the defendant William Spicer made his certain other promissory note of that date and thereby promised to pay to plaintiff or order the sum of Five hundred and thirty-four dollars with interest from date payable annually. Said note was made payable on the 1st of April, 1896. There are no credits on said note, and a copy of the same is hereto attached marked "E." and made part hereof. There is due upon said note as interest the sum of thirty-two $\frac{3}{4}$ dollars with interest on the same from April 1st, 1892.

6th Cause of Action: On the 1st day of April, 1891, the defendant William Spicer made and delivered to the plaintiff his other promissory note of that date and thereby promised to pay to the order of plaintiff the sum of Four hundred and thirty-three dollars on the 1st day of April, 1897 with interest from date payable annually. There are no credits on said note and a copy of the same is hereto attached marked "F." and made part hereof.

There is due upon said note as interest the sum of thirty-one $\frac{3}{4}$ $\frac{7}{8}$ dollars with interest on the same from April 1st, 1892.

7th Cause of Action: On the 1st day of April, 1891, the defendant William Spicer made and delivered to the plaintiff his certain other promissory note of that date and thereby promised to pay to the order of the plaintiff the sum of Nine hundred and forty dollars on the 1st day of April, 1898 with interest from date payable annually. There are no credits on said note and a copy of the same is hereto attached marked "G." and made part hereof. There is due as interest upon said note the sum of fifty-six $\frac{1}{2}$ $\frac{3}{4}$ dollars with interest on the same from April 1st, 1892.

8th Cause of Action: On the 1st day of April, 1891, the defendant William Spicer for a valuable consideration made and delivered to plaintiff his certain other promissory note and thereby promised to pay to plaintiff or order the sum of One thousand dollars, on the 1st day of April, 1899, with interest from date payable annually. There are no credits on said note and a copy of the same is hereto attached marked "H." and made part hereof.

There is due as interest on said note the sum of sixty dollars with interest on the same from April 1st, 1892.

9th Cause of Action: On the 1st day of April, 1891, the defendant William Spicer with his wife the said Elizabeth F. Spicer joining therein, to secure the payments of all the notes in this petition named, executed and delivered to the plaintiff their mortgage deed of that date and thereby conveyed to the plaintiff the following described real estate situate in said County of Union and State of Ohio, and bounded and described as follows:

Beginning at a white ash tree in the north line of the Butler & Claibourne Survey N^o 6293 and in south line of Survey N^o 6307 of which the land herein conveyed is a part: thence N. 85 $^{\circ}$ E. 112 poles to three ashes; thence N. 5 $^{\circ}$ - N. 144 poles to a dog wood and beech; thence S. 80 $^{\circ}$ - W. with the north line of Survey N^o 6307 entered in the name of William Pelham of which the land herein conveyed is a part 112 poles to a sugar tree and bur oak: thence S. 50 $^{\circ}$ - E. 136 poles to the beginning containing ninety-six

1/4 5/8 acres more or less (the above premises have now four stone corners.)

Said mortgage deed was subject to the condition that if the eight promissory notes in this petition described were paid when due with the interest thereon then said mortgage was to be void. The said notes are described in said condition in said mortgage and are the same herein described.

On the 16th day of April 1891, the said mortgage was left with the Recorder of said County for record and was by him thereafter recorded in Volume 26 on Page 203 of his Records of Mortgages.

Said mortgage deed has become absolute; there is now due and unpaid of the said mortgage indebtedness the sum of nine hundred and forty two dollars and forty cents with interest on the same from April 1st 1892. No part of which has been paid and the condition of said mortgage is broken.

Wherefore the plaintiff prays for judgment against the said defendant for said sum of nine hundred and forty two dollars and forty cents with interest on the same from the first day of April 1892 and for an order that if said sum and interest is not paid within a short day to be named by the Court then that an order issue to the Sheriff of said County commanding him to appraise advertise and sell the mortgaged premises herein described and apply the proceeds of said sale to the payment of said sum due so far as the same may be necessary, and that as the notes the principal of which is not due such order may be made by the Court as may be just and proper and for all proper relief.

The State of Ohio,

Union County ss:

J. L. Cameron, Attorney for Plaintiff.

Charles Randall being first duly sworn deposes and says as follows: that he is the plaintiff on the above petition and that the fact stated and allegations made in his foregoing petition are true as he believes.

Charles Randall.

Sworn to before me and signed in my presence this 13th day of April, 1892.

(Seal)

R. McCreary, Clerk.

By W. M. Wriget, Deputy.

"A." Copy of Note in First Cause of Action set forth.

Richwood, Ohio, April 1st, 1891.

April 1st, 1892 I promise to pay to the order of Charles Randall, Five hundred and thirty three dollars at the Bank of Richwood, value received with interest at 6 per cent. from date until paid payable annually

"Wm" Spicer

"B." Copy of Note in Second Cause set up.

Richwood, Ohio, April 1st, 1891.

April 1st, 1893, I promise to pay to the order of Charles Randall Five hundred and thirty four dollars at Bank of Richwood, value received with interest at 6 per cent. from date until paid payable annually.

Wm Spicer.

"C." Copy of Note set up in Third Cause of Action.

Richwood Ohio, April 1st, 1891.

April 1st, 1894, I promise to pay to the order of Charles Randall, Five hundred and thirty three dollars at Bank of Richwood, value received with interest at 6 per cent. from date until paid payable annually.

Wm Spicer.

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"D" Copy of Note referred to in Fourth Cause of Action.

Richwood Ohio, April 1", 1891.

April 1", 1895 I promise to pay to the order of Charles Randall Five hundred and thirty-three dollars at Richwood Bank. Value received with interest at 6 per cent. from date until paid, payable annually.

Wm Spicer.

"E" Copy of Note set up in Fifth Cause of Action:

Richwood Ohio, April 1", 1891.

April 1", 1896, I promise to pay to the order of Charles Randall Five hundred and thirty-four dollars at Bank of Richwood. Value received with interest at 6 per cent. from date until paid, payable annually.

Wm Spicer.

"F" Copy of Note set up in Sixth Cause of Action.

Richwood Ohio, April 1", 1891.

April 1", 1897, I promise to pay to the order of Charles Randall Five hundred and thirty-three dollars at Bank of Richwood. Value received with interest at 6 per cent. from date until paid, payable annually.

Wm Spicer.

"G" Copy of Note named in Seventh Cause of Action.

Richwood, Ohio, April 1", 1891.

April 1", 1898, I promise to pay to the order of Charles Randall Nine hundred and forty dollars at Bank of Richwood. Value received with interest at 6 per cent. from date until paid, payable annually.

Wm Spicer.

"H" Copy of Note referred to in Eighth Cause of Action:

Richwood Ohio, April 1", 1891.

April 1", 1899, after date I promise to pay to the order of Charles Randall, One thousand dollars at Bank of Richwood. Value received with interest at 6 per cent. from date until paid, payable annually.

Wm Spicer.

Procipe To Clerk:

Issue Summons to Sheriff of Union County, returnable according to law. J. L. Cameron, Attorney for Plaintiff.

Summons

6372

Afterward, on the 15" day of April, 1892, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify William Spicer and Elizabeth Spicer that they have been sued by Charles Randall in the Court of Common Pleas of Union County, and must answer by the 14" day of May A. D. 1892, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 25" day of April A. D. 1892.

Witness my hand and the seal of said Court, this 15" day of April, A. D. 1892. (Seal) R. M. Leroy, Clerk.

And on the 16" day of April, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is follows:

Sheriff's Return

Afterward, on the 16th day of April, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, viz: The State of Ohio.

6372	Ser. Return	\$ 30
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	Copy	40
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Union County Sheriff's Return
Received this writ April 15th, A. D. 1892 at 10 o'clock A. M.²⁴
served same by delivering personally a true and certified copy thereof with the endorsements thereon to each of the within named defendants on the 16th day of April, 1892.
Thomas Martin, Sheriff.

Motion

Afterwards, on the 15th day of April, 1892, a motion was filed with the clerk of said court, to wit:

6372 Charles Randall vs. William Spicer et al
In the Court of Common Pleas,
Union County, Ohio.

The plaintiff moves the court for the appointment of a Receiver in this action and for grounds of his motion says: This action is to foreclose a mortgage on real estate; that the conditions of the mortgage have not been performed and the mortgaged property is insufficient to discharge the mortgage debt.
J. B. Cameron,
Attorney for Plaintiff.

Answer of William Spicer

Afterward, on the 13th day of May, 1892, the following answer was filed with the clerk of said court, to wit:

6372 Charles Randall vs. William Spicer et al
Court of Common Pleas,
Union County, Ohio

Now comes the said William Spicer and for answer to the petition says: On or about the 23rd day of March, 1891, the said plaintiff and this defendant entered into a written contract for the exchange of certain real estate and by the terms of said contract this defendant was to execute and deliver to plaintiff his promissory notes for the following amounts and payable as follows: \$533⁰⁰ April 1st, 1892; \$534⁰⁰ April 1st, 1893; \$533⁰⁰ April 1st, 1894; \$533⁰⁰ April 1st, 1895; \$534⁰⁰ April 1st, 1896; \$533⁰⁰ April 1st, 1897; \$940⁰⁰ April 1st, 1898; \$1000⁰⁰ April 1st, 1899, said notes to bear interest at 6 per cent. from date.

That said notes were made out April 1st, 1891 but by mutual mistake were drawn "interest payable annually" when said stipulation should not have been put into said notes. That this defendant did not discover said mistake until some time after said notes had been delivered to plaintiff when this defendant at once informed plaintiff of said mistake and requested him to rectify the same which plaintiff then and there promised to do. That on or about the 1st day of April 1892 this defendant was ready and willing and offered to pay plaintiff the amount of the said note coming due April 1st, 1892 with the accrued interest thereon, to wit: in all the sum of \$564²⁸ according to the stipulations of said written contract and the mortgage given to secure said notes, said mortgage providing that interest should be paid on each note as it becomes due but the plaintiff then and there refused to accept said amount and demanded in addition payment of interest on all of said notes and then and there refused to rectify said mistake wherefore this defendant prays that said plaintiff be required

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Entry

6372

made out Charles Randall vs. William Spicer et al
The court in this cause of answer, be that the the note a five hundred and The said note Spicer, his plaintiff. The prom-ed as st- lien on in said It that the sum of f- gther wi- ant Will- or cause and to interest f- and sai- to the S- vertise or proceedin- this can- All- by the Cl-

to accept said sum of \$564²⁵ and that said mistake be corrected and that upon payment by this defendant of said sum, this action be dismissed at plaintiffs costs and for all proper relief. D. W. Ayers

State of Ohio,
Union County, ss: S. S. Gardner Atty for Def

William Spicer being duly sworn says the facts and allegations in the foregoing answer are true as he believes.

W^m Spicer.

Sworn to and subscribed before me this 12th day of May, 1892.

Joseph Cosner, J. P.

Entry
6372

Afterward, on the 24th day of June, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

Charles Randall

vs.

Journal 16. Page 207.

William Spicer et al

This day came the plaintiff by his attorney, and submitted to the Court the petition and evidence and the answer of the defendant in this case, and thereupon the Court find that the first and ninth causes of action in said petition set forth are not put in issue by said answer, but that as to them the defendant is in default for plea, and that the defendant William Spicer is indebted to the plaintiff upon the note described in the said first cause of action in the sum of five hundred and sixty-nine dollars and eighty-five cents, being principal and interest to this date (June 24th 1892)

The Court further find that in order to secure the payment of said note and interest the defendant William Spicer and Elizabeth B. Spicer, his wife, executed and delivered to said Charles Randall the plaintiff their certain mortgage, as in the petition described and on the premises therein described. That said mortgage was duly recorded as stated in said petition and the same 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, adjudged and decreed by the Court that the plaintiff recover from the defendant William Spicer the said sum of five hundred and sixty-nine dollars and eighty-five cents, together with his costs herein expended.

And it is further adjudged and decreed that unless the defendant William Spicer shall within ten days from the entry hereof 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 date the defendant's 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, and as to all other matters this cause is continued.

Afterward, on the 5th day of July, 1892, an Order of Sale was issued by the Clerk of said Court, to wit:

Order of Sale
The State of Ohio,
Union County ss

To the Sheriff of said County, Greeting:

6372 Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 24th day of June, 1892, Charles Randall obtained a Judgment and Decree against William Spicer and Elizabeth Spicer for the sum of five hundred and sixty-nine ⁷⁵/₁₀₀ dollars, and twelve ⁶⁶/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said William Spicer et al. within 10 days from the 24th day of June, A. D. 1892, pay unto the said Charles Randall the said sum of five hundred and sixty-nine ⁷⁵/₁₀₀ dollars, with interest from the 24th day of June, 1892 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 10 days aforesaid have fully expired, and the said sum of five hundred ⁷⁵/₁₀₀ and sixty-nine ⁷⁵/₁₀₀ 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: bounded and described as follows:

Beginning at a white ash tree in the north line of the Butler Blairborne Survey N^o. 6293 and in south line of Survey N^o. 6307 of which the land herein conveyed is a part: thence N. 85^o - E. 112 poles to three ashes: thence N. 5^o - W. 144 poles to a dogwood and beech: thence S. 90^o - W. with the north line of Survey N^o. 6307 entered in the name of William Pelham of which the land herein conveyed is a part 112 poles to a sugar tree and burr-oak: thence S. 50^o - E. 136 poles to the beginning containing ninety-six ⁵/₈ acres more or less. (The above land has now four stone corners.

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 5th day of July A. D. 1892. R. M. Leroy, Clerk.

Sheriff's Return

6372 And on the 20th day of August, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

The State of Ohio,
Union County ss:

Sheriff's Return.

Received this writ on the 5th day of July, A. D. 1892 and on the

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Proof of Publication

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Swear. "	25	described real estate to be duly appraised on their oaths;
Convey. "	1 00	they on the same day returned to me an estimate of the
Writing, April.	30	value thereof (to wit \$60. ⁶⁶ per acre) under their hands and
Copy of " "	30	seals, a copy of which I forthwith deposited with the
Notice to Ctr.	30	Clerk of the within named Court.
Affidavit to..	30	Thereupon I caused public notice of the time and
Writing Notice	30	place of sale of said real estate to be given for more
Mileage	4 00	than thirty days (to wit: five consecutive weeks) before the
Poundage	38 38	day of sale by advertisement in the Marysville Tribune
Return	25	a newspaper printed in said Union County, and of gen
Total	48 03	eral circulation therein, as will appear by a copy of
Appraiser's Fee	3 00	said advertisement hereto attached.
Printer's Fee.	12 00	And on the 13 th day of August A. D. 1892 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 Charles Randall for the sum of forty dollars ^{and} forty-five cents per acre (\$40.⁴⁵) 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

Afterward, on the 7th day of September, 1892, a Proof of the Publication was filed with the Clerk of said Court, to wit:

1872 Charles Randall vs. William Spicer et al
 Sheriff's Sale
 On Order of Sale.
 Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday, August 13th, 1892 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 white ash tree in the north line of the Butler Claibourne Survey N^o: 6293 and in the south line of Survey N^o: 6307 of which the land herein is a part; thence N. 75° E. 112 poles to three ashes; thence N. 5° W. 144 poles to a dog-wood and beech; thence S. 80° W. with the north line of Survey N^o: 6307 entered in the name of William Pelham of which the land herein conveyed is a part 112 poles to a sugar tree and burr-oak; thence S. 50° E. 136 poles to the beginning containing ninety-six ^{and} five-eighths acres more or less. (The above land has now four stone corners.) Appraised at \$60.⁶⁶ per acre. Terms of Sale, Cash.

The State of Ohio, Union County, ss. Thomas Martin, Sheriff.

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 16th, 1892. W. C. Shearer.

Sworn to and subscribed before me, this 7th day of September, 1892.
R. W. Leroy, Clerk.

Entry

(Seal)

Afterward, on the 12th day of September, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

6372

Charles Randall

vs.

William Spicer et al

Journal 16, Page 215.

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 Charles Randall by deed in fee simple the lands and tenements so sold; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to (\$3918.⁶⁰) thirty-nine hundred ³⁴/₁₀₀ eight ⁶⁰/₁₀₀ dollars it is ordered that the Sheriff out of the money in his hands pay

First: The cost of this proceeding taxed at \$--.

Second: The taxes that may be a lien on said lands at the time of sale

Third: To the plaintiff the amount heretofore found due him with interest, to wit, the sum of \$577.²⁵.

The Court finds that the notes set up in the 2-3-4-5-6 causes of action in the petition are not yet due but they draw interest from their date and there is now owing thereon from the defendants to the plaintiff the sum of \$2898 including interest to this date which the Court find the plaintiff is entitled to receive out of the proceeds of said sale by virtue of its lien on the property sold, and the Court find that it is in the interest of the defendants to have all the proceeds of said sale applied to the payment of the said notes both due and not due so as to stop the interest thereon.

The Court finds that the note described in the 7th cause of action set up in the petition is not due but the defendants owe the plaintiff thereon the sum of \$940⁰⁰ with interest thereon from April 1st, 1891, but the balance of the proceeds of said sale will not be sufficient to pay said note in full.

The order of the Court as to the notes not due is that the Sheriff pay off the notes in the 2-3-4-5-6 causes of action described in the petition and take them up for the defendant and that he apply the balance of the proceeds of said sale as a payment on the note in the 7th cause of action. And as to said note and the note in the 8th cause of action described this action is dismissed without prejudice.

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R. W. Leroy clerk

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Petition

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Hearings 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 April, term, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 25th day of August 1892, John Robinson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Addison Bidwell, to-wit:

Petition

John Robinson, Plaintiff

vs

Addison Bidwell, Defendant

The State of Ohio, Union County ss:
To the Court of Common Pleas.

6195-

The plaintiff says: That on the 30th day of August, 1889 the defendant for a full and valuable consideration made and delivered to the plaintiff his promissory note of that date and thereby promised to pay to the plaintiff or order the sum of two hundred dollars in one year thereafter with 8% interest, payable annually.

There are no indorsements or payments on said note, and there is now justly due the plaintiff from the defendant thereon the sum of two hundred dollars with 8% interest payable annually from the date of said note. A copy of said note is hereto attached marked "A."

Wherefore the plaintiff asks judgment against the said defendant for the sum of two hundred dollars, with interest at 8% payable annually from August 20th, 1889 and for all proper relief.

Jesse L. Cameron, ^{Att}

Porter^{2d} Porter, Attys. for Plff.

The State of Ohio,

Union County, ss:

Jesse L. Cameron being first duly sworn says: that he is one of the attorneys for the plaintiff duly authorized, that the plaintiff's action is founded upon a written contract for the unconditional payment of money only which contract is now in the possession of the affiant, and the affiant believes the facts stated in the foregoing petition to be true.

Jesse L. Cameron.

Sworn to before me and signed in my presence this 16th day of July, 1891. (Seal) R. M. Crony, Clerk of Court.

Copy of Note "A."

\$200⁰⁰. August 20th, 1889.

One year after date I promise to pay to the order of John Robinson Two hundred dollars at 8% cent. interest annually till paid. Interest payable annually. Value received. Addison Bidwell.

Answer

6195-

Afterward, on the 14th day of September, 1891, the following Answer was filed with the Clerk of said Court, to-wit:

John Robinson, Plaintiff

vs

Addison Bidwell, Defendants

Court of Common Pleas,
Union County, Ohio.

Now comes the defendant Addison Bidwell and for answer to said petition says;

1st That he denies the execution of the note set up in the plaintiff's petition.

2nd He denies that there was any consideration ever existing for

said note between the plaintiff and defendant.

3^d He denies that he is now or was indebted to the plaintiff for said note at the date of its reputed execution.

4th He denies the signature that is signed to said note and says that the name signed to said note is not his signature and was not signed by him or by any one for him or by his consent or knowledge.

5th He therefore denies each and every allegation therein contained. He therefore asks to go hence without day and recover his costs herein taxed at \$ - J. M. Kennedy, W. F. Hooper.

State of Ohio,
Union County, ss: |

W. W. Ayers, Attorneys for Defendant.

Addison Bidwell being duly sworn says the facts and allegations in the foregoing answer are as he believes true.

Addison Bidwell

Sworn to and subscribed by the said Addison Bidwell before me this the 4th day of September, A. D. 1891.

(Seal)

J. E. Griffith, Notary Public

Entry

Afterward, on the 16th day of November, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

6195 John Robinson

vs. Journal 16, Page 47.

Addison Bidwell

This day this cause came on to be heard on motion and showing of the defendant for continuance, and the Court being fully advised continues the same at the next term to defendant. And judgment for costs of term is hereby ordered and adjudged against defendant.

Entry

Afterward, on the 6th day of April, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

6195 John Robinson

vs. Journal 16, Page 156.

Addison Bidwell

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

- | | | |
|-------------------------------|---------------------------------|---------------------------------|
| 1 st John Lee | 5 th Frank Bruce | 9 th Emanuel Wheeler |
| 2 ^d David Neal | 6 th Clinton Johnson | 10 th James Biggs |
| 3 ^d L. W. Stiggers | 7 th Samuel Graham | 11 th John F. Moore |
| 4 th J. K. Morris | 8 th J. C. Schidrer | 12 th Elmer Freeman |

who were duly impaneled and sworn according to law, and thereupon the case came on for hearing on the pleadings and evidence. The hour of adjournment having arrived this case was continued until tomorrow morning.

Entry

Afterward, on the 7th day of April, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

6195 John Robinson

vs. Journal 16, Page 157.

Addison Bidwell

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

the said hour of adjournment was continued.

Entry

6195

John Robinson vs. Addison Bidwell

The Juror

said jury journeyed morning.

Entry

6195

John Robinson vs. Addison Bidwell

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the said judgment had April 11th.

Entry

6195

John Robinson vs. Addison Bidwell

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Verdict

Motion

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After was filed John Robinson

Addison Bidwell

Court he ing reas 7th. The 2^d. That

the said Jury having heard the evidence adduced in part, and the hour of adjournment having arrived the farther hearing of this case was continued until 8³⁰ o'clock tomorrow morning.

Entry
6195 Afterward, on the 8th day of April, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

John Robinson
vs.
Addison Bidwell | Journal 16, Page 160.

This day again came the parties by their attorneys, also came the Jurors heretofore impaneled and sworn in this case, and the said Jury having heard the remaining testimony, the hour of adjournment having arrived this cause was continued until tomorrow morning at 8³⁰ o'clock.

Entry
6195 Afterward, on the 9th day of April, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

John Robinson
vs.
Addison Bidwell | Journal 16, Page 161.

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 arguments of counsel, the adjournment having arrived this cause was continued until 8³⁰ Monday April 11th, 1892.

Entry
6195 Afterward, on the 11th day of April, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

John Robinson
vs.
Addison Bidwell | Journal 16, Page 164.

This day again came the parties by their attorneys, also came the Jurors heretofore impaneled and sworn, and the said Jury having heard the charge of the Court retired to their room in charge of the Sheriff for deliberation.

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

Verdict
We, the Jury, being duly impaneled and sworn finds 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 \$244.⁴⁵

Samuel Craford, Foreman.

Motion
Afterward, on the 14th day of April, 1892, the following motion was filed with the Clerk of said Court, to wit:

John Robinson, Plaintiff
vs.
Addison Bidwell, Defendant. | Court of Common Pleas,
Union County, Ohio.

Now comes the defendant by his attorneys and moves the Court here for a new trial in the above entitled case for the following reasons to wit:

- 1st. The Court erred in the charge of the law of the case to the Jury.
- 2^d. That the damages are excessive in this case.

- 3^d. That the verdict of the jury is against the evidence and is not sustained by the evidence in the case.
 - 4^d. That the verdict is against the law of the case given by Court.
 - 5^d. Newly discovered evidence material for the defendant which he could not with reasonable diligence have discovered and produce at the trial.
 - 6^d. The verdict in this case is to large.
 - 7^d. There were errors of law in the trial of this case excepted to by the defendant.
 - 8^d. On trial of this case proof was introduced by plaintiff which took the defendant by surprise which he was not able to meet on trial of this case and was unable to meet by reasonable diligence.
- This motion will be heard upon affidavits.

J. M. McCormedy.

W. J. Hoopes & W. N. Ayers, Attorneys.

Entry

Afterward, on the 4th day of May, 1892, the following Entry was made on the Journal by the Clerk of said Court.

6195 John Robinson

vs.

A. Addison Bidwell

Journal 16, Page 184.

The Jury in this case having on a former day of this term of Court rendered a verdict for the plaintiff, and this cause now coming on the motion of the defendant for a new trial the Court on consideration whereof overrules the same.

It is therefore considered by the Court that the plaintiff recover of the defendant the said sum of \$244.⁴² with eight per cent. interest from this 4th day of May 1892, and his costs herein expended taxed to & -

To which ruling and judgment the defendant except.

Attest
M. Crony clerk

Cas 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 April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 12th day of November 1890, Mary Jenkins, by her Guardian L. G. Baker filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Oliver P. Lenox et al. to wit:

Petition

Mary Jenkins, an imbecile by L. G. Baker her Guardian

vs.

Oliver P. Lenox, Lemuel Lenox, J. C. Cox, Defendants

Court of
Common Pleas
Union County, Ohio

6098

The plaintiff by her Guardian, L. G. Baker says that on or about

The 20th of Court of Union was then acting by

The small child situate in of Survey: land and land N. 55 B. 5 - B. 10 a line to the John Dilsa

The a sixty acre N. 6293 de and Lemu and record County on 30th, 1853 an

That Lemuel Le since in land of s Jenkins to by said m worth two pretending interested.

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On the 20th of October 1890, the said L. H. Baker was duly appointed by the Probate Court of Union County Ohio, the Guardian of said Mary Jenkins who was then by said Court adjudged to be an imbecile incapable of transacting business.

That said Mary Jenkins is a widow and the mother of six small children and was the owner by inheritance of 70^{3/4} acres of land situate in the County of Union aforesaid, described as follows: to wit: Part of Survey N^o. 6293. Beginning at two ashes at the corner of John Dilsaver land and the south-west corner of Jacob Beems land: thence with Beems land N. 55- E. to the corner of land of A. H. Cochran: thence southerly S. 5- E. to a corner of E. Dilsaver's land: thence S. 55- W. with the Dilsaver line to the S. E. corner of the John Dilsaver land: thence N. 5- W. with the John Dilsaver line to the beginning containing 70^{3/4} acres.

That said Oliver P. Denox and Lemuel Denox were the owners of a sixty acre tract of land in same County and neighborhood in Survey N^o. 6293 described as follows, being the same 60 acres for which said O. P. Denox and Lemuel Denox made a deed to said Mary Jenkins February 22nd, 1890 and recorded in Volume N^o. 66, Page 455 of the Records of Deeds of said County and which land was conveyed to them by John Egan March 30th, 1883 and recorded in Volume 55, Page 406 of said records.

That on or about the 17th of February, 1890, the said O. P. Denox and Lemuel Denox taking advantage of the weakness of mind and inexperience in business and lack of judgment of the values of property and land of said Mary Jenkins hired two of the neighbors of said Mary Jenkins to persuade her to trade said 70^{3/4} acres for said 60 acres and by said means persuaded her that one acre of said 60 acre tract was worth two of said 70^{3/4} acre tract by means of their persuasion, they pretending that they were disinterested and gave their opinion as disinterested persons and not interested of which she was entirely ignorant.

She then agreed to give a deed for said 70^{3/4} acres to said O. P. Denox and Lemuel Denox and pay them \$1500.⁰⁰ in consideration of their agreeing to convey to her said 60 acres, and a written agreement to that effect was signed by her on or about the 17th of February 1890 and on the 22nd of February 1890 said O. P. Denox and Lemuel Denox conveyed to her said 60 acres by deed and at the same time said Mary Jenkins signed acknowledged and delivered to them her deed purporting to convey to them said 70^{3/4} acres, but said deed fails to correctly describe said land and she at the same time executed to them her her notes and mortgage to secure the same on said 60 acres of land for \$1500.⁰⁰ payable in seven equal annual payments, but by mutual mistake the interest on said notes was made payable annually when they should have been on simple interest only from April 1st, 1890.

The plaintiff says the consideration for said 70^{3/4} acres was grossly inadequate and said contract was an unconscionable one against the said Mary Jenkins and amounted to a fraud upon her and it was obtained as aforesaid by said O. P. Denox and Lemuel Denox hiring two of her neighbors in whom she had confidence to make said trade under the false pretense that they were advising her for her good and not for the purpose of obtaining money for making said trade, and she was

not at the time capable of transacting said business by reason of weakness of mind, lack of experience and want of judgment in the value of property and the same was a fraud upon her and her little children.

That possession was taken under said deeds by the parties thereto and has been held ever since but the value of the use of one tract is substantially equal to the value of the use of the other and if any difference existed between them the use of the 70 ³/₄ acres exceed that of the 60 acres.

That on the 18 of June 1890, a deed was signed and acknowledged by said Mary Jenkins to said O. P. Lenox and Lemuel Lenox for said 60 acres and placed in the hands of R. L. Woodburn who afterwards about the 10th of September 1890 tendered the same to said O. P. Lenox and demanded of him and said Lemuel Lenox that they reconvey to her said 70 ³/₄ acres and allow her to have said notes for \$1500⁰⁰ but they refused to comply with said demand and accept her said deed.

That said J. B. Cox claims to have a contract with said Mary Jenkins whereby he is to have a deed for said 60 acres for \$2400⁰⁰ by assuming said \$1500⁰⁰ and interest mortgage and paying her the balance in money but plaintiff says if he had such a contract with her it was obtained at a consideration unlawfully below the real value of said land and at a time when she by reason of weakness of mind, lack of experience, want of judgment of values of property and land, she was not able to make a valid and binding contract.

That said Cox has not paid anything on said land and the said contract should be set aside and held for naught. The plaintiff brings into Court the deed aforesaid which was tendered as aforesaid to said O. P. Lenox and Lemuel Lenox to be delivered to them if the Court shall find her to have sufficient capacity to make a deed.

The plaintiff says said contract of trade ought in equity to be rescinded and set aside by the decree of this Court and the said title to said 60 acres restored to said O. P. Lenox and Lemuel Lenox either by said deed or by the decree of this Court rescinding the same and the title to said 70 ³/₄ acres should be restored to said Mary Jenkins or her said Guardian for her and said parties restored to their rights in said lands the same as they were before said pretended contract and deed were made and therefore plaintiffs pray that said conveyances be rescinded and declared void and be held for naught and that such other and further relief be granted her as equity and law may require.

Robinson & Woodburn
D. N. Hayes, Attorneys for Plaintiff.

The State of Ohio,
Union County, ss:

L. G. Baker Guardian being duly sworn says the matters and allegations of the foregoing petition are as he believes true.

Sworn to before me and signed in my presence this 12th day of November, 1890.

R. M. Croory, Clerk.
By W. M. Wingo, Deputy

(Seal)

Receipt To the Clerk
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To the Clerk:

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Issue Summons for O. P. Leno, Lemuel Leno and J. E. Cox and endorse: "Petition to rescind deeds and contract for lands and for equitable relief." Robinson & Woodburn, Filed November 12, 1890. Attorneys for Plaintiff

Summons

6098

Afterward, on the 13th day of November, 1890, the following Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio,

Union County

To the Sheriff of said County:

You are hereby commanded to notify Oliver P. Leno, Lemuel Leno and J. E. Cox that they have been sued by Mary Jenkins by her Guardian G. H. Baker in the Court of Common Pleas of Union County, and must answer by the 13th 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 24th day of November, A. D. 1890.

Witness my hand and the seal of said Court, this 13th day of November A. D. 1890.

(Seal)

R. M. Crony, Clerk

By W. M. Winger, Deputy.

Endorsed: In action to rescind deeds and contract and for equitable relief.

Sheriff's

Return.

6098

And on the 20th 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:

State of Ohio,

Union County

Sheriff's Return.

Received this writ November 13th, A. D. 1890, at 2 o'clock P. 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 19th day of November 1890.

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Copy	60
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Thomas Martin, Sheriff.

Demurrer

6098

Afterward, on the 27th day of January, 1891, a Demurrer was filed with the Clerk of said Court, to wit:

Mary Jenkins, by her Guardian, Plaintiff
vs.
Oliver P. Leno et al. Defendant

The State of Ohio, Union County ss:
To the Court of Common Pleas.

The said Oliver P. Leno and Lemuel Leno, appearing to the petition, for separate plea say: That they demur to the petition of the said plaintiff, and for grounds of demurrer allege:
First: That separate causes of action against several defendants are improperly joined in said petition
Second: That several causes of action are improperly joined therein.
Third: That the petition does not state facts sufficient to constitute a cause of action.

H. M. Carper,

S. S. Gardiner ^{2d}

J. L. Cameron Attorneys for the Defendant Leno.

Answer

Afterward, on the 20th day of March 1891, the following Answer was filed with the Clerk of said Court, to wit:

6098

The State of Ohio,
Union County, ss:

Mary Jenkins, by her Guardian to
vs. Plaintiff

Oliver P. Lenox et al. Defendants

In the Court of Common Pleas.

Separate Answer of Lenox Brothers

The defendants Oliver P. Lenox and Lemuel Lenox for their separate answer to the plaintiff's petition say: That they deny each and every allegation and averment in said petition, except what is herein admitted.

For further answer these defendants say: That the sixty acres of land described in the petition was well improved land lying out on a good gravel road, and that it had on it good buildings and improvements and was in a good state of cultivation, and was at the time of said trade worth from sixty-five to seventy dollars per acre. That the seventy acre tract was out of repair, and laid back from any road, and could not be reached only by going through the lands of other parties, the said location being a great disadvantage and rendering it much less valuable than if it had a more favorable location. The buildings on said seventy acres consisted of an old and worthless log cabin, unfit for habitation, and the land was run down, was not properly drained and at the time of said trade was not worth more than thirty dollars per acre. The plaintiff had previously to said trade been trying to sell said seventy acres in order to buy the defendants sixty acres and get out on the road; but being unable to sell she sent her son to see if the defendants would not make an exchange with her so as to let her out on the road and to give her a house fit to live in and lands in good state of cultivation to tend. Finally a trade was agreed upon, and the exchange made.

The said Mary Jenkins had never had any guardian and had been doing her own business, and the defendants had no intimation or thought that she was not of sound mind, or that she was an imbecile but on the contrary fully believed she was in every way competent to transact the business in which she was engaged; and the defendants say that in her conversation with the defendants in regard to said contract, and exchange of lands the said Mary Jenkins talked intelligently, and seemed to fully understand what she was about. She discussed the terms of the exchange, and the times of payment of the money that was to be paid, and arranged for the payments to be divided, and long time given so as to enable her to meet the same, and there was nothing in her appearance, conduct or demeanor that in any way indicated any want of mind, or any imbecility, or want of judgment and understanding; but on the contrary she indicated that she was fully competent to transact the business, and that she understood the same, and these defendants deny that she was of unsound mind, or that she was an imbecile, or needed a guardian.

The defendants say: That the said exchange of property was fair and reasonable, and that they did not in any manner overreach or take advantage of the plaintiff; but on the contrary the trade was a reasonable and proper one for her to make under the circumstances.

Motion

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And the defendants say: That if the Probate Court adjudged the plaintiff an imbecile, it was done long after said trade, and without any notice to the defendants, and without any one appearing or producing evidence to the contrary; and that the proceedings were in part, and said appointment was largely induced and procured by the party that now claims to be her guardian; and these defendants say that if the evidence that was attainable had been produced before the Probate Court no guardian would have been appointed, and defendants deny that said Mary Jenkins was the proper subject for a guardian.

These defendants say; that since taking possession of said seventy acre tract, and before this suit was brought, they made lasting and valuable improvements on the same and leased a right of way out from it to the public high-way through the lands of other parties, and have been put to much expense on account of the same, and they say the use of said sixty acre tract in the condition it was when the plaintiff got it was much more valuable than the use of the said seventy acres in the condition it was when the defendants got it, and that the plaintiff has not kept the said sixty acres in as good cultivation and repair as it was before she got it, and that a re-exchange could not be made without great loss to the defendants.

Wherefore these defendants having fully answered, ask to go hence without day and recover their costs and for all proper relief.

S. S. Gardner

J. L. Cameron, Attorneys for Defendants

The State of Ohio,
Union County ss:

Oliver P. Lenox being first duly sworn says: the facts stated and the allegations made in the foregoing answer are true as he believes.

Oliver P. Lenox.

Sworn to before me and signed in my presence this 20th day of March, 1891.
Jason Case, J. P.

Motion

Afterward, on the 25th day of May, 1891, the following motion was filed with the Clerk of said Court, to wit:

Mary Jenkins by her Guardian
vs. Plaintiff
Oliver P. Lenox et al. Defendants
Court of Common Pleas
Union County, Ohio.

The plaintiff moves the Court to strike out of the defendants answer all that part which commences with the words "And the defendants say that if the Probate adjudged the plaintiff an imbecile" and including the whole sentence and paragraph ending with the words "subject for a guardian and for cause plaintiff says said allegation is immaterial and surplus matter.

Robinson & Woodburn

D. W. Ayers, Attorneys for Plaintiff.

6098

Entry

Afterward, on the 15th day of June, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6098

Mary Jenkins by her Guardian

vs.

Oliver P. Lenox et al

Journal 15, Page 548.

This cause coming on to be heard upon the motion of the plaintiff to strike out from the answer of the defendants certain portions of said answer as is set forth in said motion filed May 25th, 1891, the same was argued by counsel and submitted to the Court. Whereupon the Court doth sustain said motion. To which ruling of the Court in sustaining said motion defendants except.

Reply

Afterward, on the 9th day of November, 1891, the following Reply was filed with the Clerk of said Court, to wit:

6098

Mary Jenkins by her Guardian

vs.

Oliver P. Lenox et al

Court of Common Pleas,

Union County, Ohio.

Now comes the plaintiff by her said Guardian and for reply to so much of the defendants answer as she has not moved to strike out says she denies all the allegations of said answer relative to the present condition of said sixty-five acres of land and says that the said farm has been reasonably well cared for and has not run down and further plaintiff denies that said trade was a fair trade and denies that defendants before the commencement of this action had made any material improvements on said seventy acres of land, and plaintiff further in reply says that if it shall be found in the hearing of this cause that said conveyances inequity should be cancelled and it should be found that defendants have made improvements on said 70 acres more than have been made on said sixty acres that plaintiff asks that the said excess be ordered paid or be made a charge and lien on said seventy acres.

And plaintiff further replying says she denies that defendants acted in good faith in making said trade and believed that she was intelligent and capable of transacting such business and all the allegations of said answer upon that subject and therefore plaintiff asks a decree as she did in her petition.

The State of Ohio,

Union County ss:

Robinson^{2d} Woodburn^{3d}

D. W. Byers, Attorneys for Plaintiff

L. G. Baker, Guardian of Mary Jenkins, being duly sworn deposes and says he believes the allegations of the foregoing reply are true.

L. G. Baker.

Sworn to before me and subscribed in my presence this 9th of November

1891.

R. M. Croly, Clerk

(Seal)

By W. M. Winget, Deputy.

Entry

Afterward, on the 24th day of June, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

6098

Mary Jenkins by her Guardian

vs.

Oliver P. Lenox et al

Journal 16, Page 205.

This day came the parties to this case and submitted this cause

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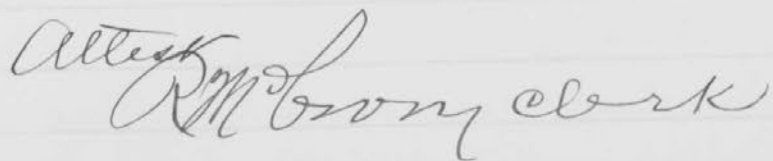
to wit: In

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to the Court upon the pleadings, evidence and arguments of counsel.

Whereupon the Court find that the contract alleged to have been made by J. C. Cox and said Jenkins should be rescinded.

Wherefore it is ordered and decreed by the Court that said contract be and the same is rescinded and set aside. The Court find that the conveyances mentioned in said petition as made by said Jenkins and said Lenox should in equity be rescinded or materially changed whereupon by the consent of the parties and the findings of the Court the plaintiffs petition so far as it asks for a rescission of the deed for the 70 acre farm be dismissed and the title of said O. P. Lenox and others be and the same is quieted in them. And further it is ordered and decreed by the Court with said consent of parties that the notes and mortgage executed to said O. P. Lenox and Lemuel Lenox by said Jenkins be and they are rescinded and ordered to be delivered up to said Guardian and the defendants O. P. Lenox ^{and} Lemuel Lenox are to pay the costs of this proceeding and pay to the plaintiff to meet the expenses of this litigation the sum of one hundred dollars in consideration of which and to do equity between the parties the Court order and decree that the deed by said Lenox ^{and} Brother to said Jenkins so far as it relates to the part of said 60 acres farm lying north and east of the Richwood and Marysville pike containing about 20 acres be rescinded and set aside and the title to said part on the north and east side of said farm be quieted in said O. P. Lenox his heirs and assigns and the plaintiff to have the growing crop of wheat on said 20 acres for 1892 and the plaintiff is to pay back taxes on said 20 acres up to and including the taxes of December 1891, and the defendants O. P. Lenox is to pay the costs of this proceeding and in default for 30 days that execution issue therefore. And in order to make a record and carry this decree into effect the said plaintiff as Guardian for said Jenkins is ordered to execute to said O. P. Lenox his deed of release to said part of said farm lying north and east of said pike.

Attest
 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 April, term, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, to-wit, on the 19th day of April 1892, the following Petition, Answer ^{and} Entry upon Cognovit Note against O. R. Davis ^{and} R. Davis was filed with the Clerk of said Court, to-wit: In Court of Common Pleas,
 State of Ohio, County of Union,

Petition Thomas A. Legler, John T. Barlow
Peter T. Legler, Plaintiff.

6374

vs
C. R. Davis, R. Davis, Defendant

The plaintiffs say they are a firm doing business under the laws of Ohio, under the name and style of Legler, Barlow & Company. 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 Eleven hundred and twenty two dollars, which he claims with interest at the rate of 8 per cent. per annum, from the 7th day of April, A. D. 1892. Wherefore, plaintiffs pray judgment against said defendants for the said sum of Eleven hundred and twenty two dollars with interest thereon at the rate of 8 per cent. per annum, from the 7th day of April, A. D. 1892 and for costs of suit. Robinson & Woodburn Attorneys for Plaintiff.

State of Ohio,
County of Union ss:

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 19th day of April, 1892. R. M. Croly, Clerk.

(Seal) By W. M. Winger, Deputy.

Exhibit

§ 1122^o Dayton, Ohio, April 7th, 1892.

"A" On demand the subscribers of Rush Creek, County of Union, State of Ohio, promise to pay to the order of Legler, Barlow & Company Eleven hundred and twenty two dollars with 8 per cent. interest. Value received payable at - - -

" And we hereby authorize any Attorney-at-Law of any Court of Record at any time after the above note becomes due, to appear for us without process in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost, in favor of the legal holder thereof which may accrue in the rendition of said judgment. And we hereby release and waive all errors and all right of appeal and second trial and stay of execution in our behalf.

" Done: 4/11/92.
" Attest: 5817.

C. R. Davis
R. Davis.

Answer Thomas A. Legler, John T. Barlow,
Peter T. Legler, Plaintiff.

6374

vs
C. R. Davis, R. Davis, Defendant

In Court of Common Pleas.

J. F. J. Arthur, an attorney-at-law in the several Courts of Record of this State, by virtue of the warrant of attorney, annexed to the fore-

going petition in this suit, confess judgment on the note for the sum of twenty-two dollars and interest, and do hereby appear in the premises.

Entry Thomas A.
Peter T. Legler

6374

C. R. Davis
The

Arthur, an attorney-at-law, and by virtue of the warrant of attorney, annexed to the foregoing petition, do hereby appear in the premises, with the plaintiffs, waiters, and with the defendants, with the plaintiffs, and are justly entitled to all except the sum of eleven hundred and twenty two dollars and interest thereon.

Attest
R. M. Croly

within a certain time of the Court of Common Pleas, John A. Patton, 12th day of April, and signed by

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Petition Burton B.
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6405

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going 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 plaintiffs against said defendants on the note attached to said petition, for the sum of Eleven hundred and twenty-two 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.

F. T. Arthur.

Attorney for Defendant.

Entry

Thomas A. Legler, John T. Barlow
vs. Peter T. Legler, Plaintiff

Journal 16, Page 170.

6374

C. R. Davis vs. R. Davis, Defendant

This day came the plaintiff by his attorney; also came F. T. Arthur, an attorney-at-law of this Court, on behalf of the defendants 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 defendants, waived the issuance and service of process in this action, and with the assent of the plaintiffs, confessed that the said defendants are justly indebted to the said plaintiff in the sum of Eleven hundred and twenty-four ^{3/4}/₁₀₀ 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 defendants the said sum of Eleven hundred and twenty-four ^{3/4}/₁₀₀ dollars with 8% from April 15th, 1892, together with their costs herein expended taxed at \$---

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 Honorable John A. Price, Judge of said Court, of the term of September, to-wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Best remembered that, heretofore, to-wit, on the 23rd day of July 1892, Ellen Bellus filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Burton Bellus, to-wit:

Petition

Ellen Bellus, Plaintiff
vs.

Court of Common Pleas,
Union County, Ohio.

6405

Burton Bellus, Defendant

The plaintiff says that she has been a bona fide resident of Union County and the State of Ohio, for more than a year last past. That on the 5th day of July A. D. 1885 she was married to the defendant whom she prays may be made a party hereto.

She further says that she has always been a faithful and obedient wife yet he disregarding his marital relation has been guilty of gross neglect of duty toward the plaintiff wholly neglecting to furnish her and their infant child with the common necessary of life.

During their married life they have had born to them one child John M. Bellus now three years old past, and that she now has the care and custody of said child and has furnished it a home food and clothing ever since the separation of herself ^{from} her husband.

She therefore prays for a divorce upon the final hearing of this case and for a decree for the custody, care and education of said child John M. Bellus and for all proper relief in the premises.

Ellen Bellus by
J. M. Kennedy her Attorney

Crucifix

To the Clerk:

Issue Summons and copy of Petition in above case directed to Sheriff of Union County Ohio for Burton Bellus returnable according to law.
J. M. Kennedy, Attorney for Plaintiff.

Summons

Afterward, on the 23rd day of July, 1892, a Summons was issued by the Clerk of said Court, to wit:

6405 The State of Ohio,

Union County, ss:

To the Sheriff of Union County:

You are commanded to notify Burton Bellus that Ellen Bellus 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 &c. and charging asking that she be divorced from him, and that custody of child be given 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 1st day of August A. D. 1892.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 23rd day of July, A. D. 1892. (Seal) R. M. Crony, Clerk.

Sheriff's Return

And on the 1st day of August, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows: Received 10 o'clock A. M. on the 23rd day of July, A. D. 1892,

6405

Service	\$	30
Copy of Petition		30
Copy		41
Mileage		32
Docket		
Return		20
Total	\$	152

and on the 30th day of July, A. D. 1892, I served the same by delivering a true copy thereof together with a certified copy of the petition in this case to the within named Burton Bellus defendant.

Thomas Martin, Sheriff.

Entry

6405

After was made Ellen Bellus vs. Burton Bellus. The plaintiff and the defendant. The testimony. That her petition. That the defendant. That ed in the It marriage and that child John the said cover her.

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Petition

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within an of the Co John A. P the 12th da hundred 13. August, 18 Court of A Cran P. B Alice B. al. Pl. last past Th the defend up to ma duties; th that she after the

Entry

6405

Afterward, on the 27th day of September, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

Ellen Bellus,

vs.

Burton Bellus

Journal 16, Page 225.

This day this cause came on for hearing upon the petition of the plaintiff the defendant being in default for answer or demurrer and the Court being fully advised in the premises after hearing the testimony of the witness finds for Plaintiff as follows:

1st. That the plaintiff and defendant were married as stated in her petition

2nd. That due notice of the pendency of this action was served on the defendant.

3rd. That said defendant was guilty of gross neglect of duty as charged in the petition.

It is therefore ordered and adjudged by the Court that the marriage relation heretofore existing between the parties be dissolved and that the plaintiff have the custody care and education of said child John M. Bellus and that said defendant be allowed to visit the said child at all proper times. And that the plaintiff recover her costs herein taxed at \$--.

Attest

R. M. Grovy 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 September, to wit, on the 12th day of September, in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 13th day of August, 1892, Cran F. Ballinger filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Alice Ballinger.

Cran F. Ballinger, Plaintiff

Court of Common Pleas,

Union County, Ohio.

vs.

Alice Ballinger, Defendant

Petition

6415-

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.

That on or about the -- day of May 1891 he was married to the defendant. The defendant from the time of said marriage up to March 1892 has failed and willfully neglected to attend to her duties; that said defendant would not cook said plaintiff's meals that she would leave him to provide for himself refusing to look after the household duties. That said defendant has been

guilty of gross neglect of duty in this that she refused to look after said plaintiffs clothes. That said defendant refused to look after and attend the duties of the house generally.

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

W. J. Hoopes, Attorney for Plaintiff.

Process

To the Clerk:

Issue Summons on above defendant with copy of petition. Indorsed: "Action for Divorce", directed to the Sheriff of Paulding County returnable according to law. W. J. Hoopes, Attorney for Plaintiff.

Summons

Afterward, on the 20th day of August, 1892, the following Summons was issued by the clerk of said Court, indorsed as follows:

6415

The State of Ohio,
Union County, ss:

To the Sheriff of Paulding County:

You are commanded to notify Alice Ballinger that Oran J. Ballinger 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 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 5th day of September, A. D. 1892.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 20th day of August, A. D. 1892. R. McCroly, Clerk.
"Action for Divorce"

Sheriff's Return

And on the 5th day of September, 1892, 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	\$ 25
Copy	25
Mileage	2 72
Docket fee	30
Return	30
Postage	02
Total	\$ 3 84

Paulding County ss: Sheriff's Return.
Received 8 o'clock A. M. on the 26th day of August A. D. 1892 and on the 31st day of August, A. D. 1892. I served the same by handing to the within named defendant Alice Ballinger a true and certified copy thereof with all the indorsements thereon and at the same time I handed to her a certified copy of the petition in this case.

Edward Stally, Sheriff.

Answer

Afterward, on the 27th day of September, 1892, an Answer to the Petition was filed with the Clerk of said Court, to wit:

Cross-Petition

Oran J. Ballinger, Plaintiff
vs.
Alice Ballinger, Defendant
To the Court of Common Pleas,
Union County, Ohio.

6415

The said defendant for answer to the plaintiffs petition says: She denies that she has been guilty of neglect of duty of any kind, and denies all the allegations of the petition charging her with neglecting her duties as a wife.

For her... the plaintiff... marriage... of Union... to sell he... the follow... the Court... Washington... of the north... four east... The... also inclu... hand to b... consider a... Sa... the plaint... after the p... is a little... they coul... support o... The... and since... compelled... resident o... State of O... has no p... ing Cou... the joint... Th... in refusin... ab and on... destitute... plaintiff... she may... alimony... ing or in... and that... and for a... The State... Union Co... Alic... forth in... (Seal)

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For her Cross-Petition the defendant says: That she was married to the plaintiff as stated in the petition, and that at the time of her marriage she was the owner of a small tract of land in said County of Union. That after said marriage the defendant induced her to sell her said land in Union County and invest the money in the following described land in Paulding County, to-wit: Situate in the County of Paulding and State of Ohio, and in the Township of Washington, and known as the north half of the north east quarter of the north east quarter of Section 21 in the town one, North Range four east, containing 20 acres more or less.

The said defendant without any consideration on his part also induced the defendant to allow the deed for said last named land to be made to her and the plaintiff jointly. But all the consideration for said land was paid by the defendant.

Said deed was executed on the 26th day of October 1871, and the plaintiff and defendant moved to Paulding County, and shortly after the plaintiff abandoned the defendant and their child which is a little babe, and left them in a strange place to do the best they could, and he has neglected to do anything toward their support or maintenance since.

The defendant's parents and friends live in Union County and since she has been abandoned by the plaintiff she has been compelled to move back to her parents and she is now a bona fide resident of Union County, and she has been a resident of the State of Ohio for more than the year last past. The defendant

has no property or means of support except said land in Paulding County, and by reason of the deed for the same being in the joint name of herself and husband she is unable to sell it.

The defendant charges the plaintiff with gross neglect of duty in refusing to support her or her said child, and with criminally abandoning his said wife and child and leaving them wholly destitute. The defendant prays she may be divorced from the plaintiff and have the custody of their infant child, and that she may be decreed the said land in Paulding County as her alimony, and that the plaintiff may be enjoined from transferring or encumbering the said land in any way pending this suit and that she may have alimony, and alimony pending this suit, and for all proper relief.

J. E. Cameron,
Attorney for Defendant.

The State of Ohio,
Union County ss:

Alice C. Ballinger being first duly sworn says the facts set forth in her foregoing answer and cross petition are true.
R. McCroly, Clerk.

The plaintiff waives summons and enters his appearance on this answer and cross-petition September 27th 1872.
O. F. Ballinger.

Entry
6415 Afterward on the 27th day of September, 1892, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Cran F. Ballinger
vs.
Alice Ballinger
Journal 11, Page 223

In application of the defendant and upon her cross petition it is ordered by the Court that the plaintiff be and he is enjoined from selling, disposing of, or in any manner encumbering the land in the cross-petition of defendant described until the further order hereof.
John S. Price, Judge of Court of Common Pleas.

Entry
6415 Afterward, on the 13th day of October, 1892, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Cran F. Ballinger
vs.
Alice Ballinger
Journal 16, Page 247.

This day came the parties by their attorneys and this cause was submitted to the Court upon the petition, cross petition and the evidence. On consideration whereof the Court being fully advised in the premises do find against the plaintiff on his petition.

The Court finds for the defendant upon her cross petition and that her residence is as therein stated, and that the purchase money for the land described in her cross petition was paid by her as therein stated.

The Court further find that the said plaintiff has been guilty of gross neglect of duty and that by reason thereof the defendant is entitled to a divorce and the custody of said infant child and reasonable alimony.

It is therefore decreed by the Court that the plaintiff within three days from this date convey all his interest in said lands in Pottawing County to the defendant and in default thereof that this decree operate as such conveyance. And the plaintiff's interest in said land be decreed to defendant as part of her alimony.

It is further decreed that the marriage relation heretofore existing between the said parties be and the same is hereby set aside and wholly annulled. And the care and custody of said infant child is decreed to the defendant.

It is further decreed that the plaintiff pay to the defendant as her alimony the sum of One hundred and fifty dollars to be paid as follows: fifty dollars in three months; fifty dollars in one year; and fifty dollars in 18 months from this date and in default of payment that execution issue therefore.

It is further decreed that ten dollars of the cost in this case be paid by the plaintiff and that the balance of the cost be paid by the defendant.

Attest
R. M. Cowley clerk

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of September, to-wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 30th day of April 1892, The Aultman Taylor Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Thomas Palen, to-wit:

Petition	The Aultman Taylor Company	Court of Common Pleas,
	vs. Plaintiff	Union County, Ohio
6377	Thomas Palen, Defendant	

First Cause of Action:

The plaintiff says that it is a corporation duly incorporated under the laws of the State of Ohio. The plaintiff says that this action is founded upon an instrument, to-wit: a promissory note for the unconditional payment of money only, of which the following is a copy, to-wit:

" \$45⁰⁰. Delaware, Ohio, August 1st, 1889.
 " On the 1st day of November, 1890, for value received, I promise
 " to pay to the Peerless Reaper Company, Canton Ohio, or order, forty
 " five dollars at -- Bank at -- with interest at the rate of 8 per cent.
 " per annum, but if paid when due a reduction of 2 per cent. per
 " annum in the interest will be made. And we hereby authorize
 " any attorney at law to appear in any Court of record in the United
 " States, after this obligation becomes due, waive process and service
 " thereof, and, without notice, confess judgment against us, or either
 " of us, in favor of the holder of this note, for the amount that may
 " appear due thereon, together with costs of suit, and to waive and
 " release all errors and the right to appeal and exemption. Demand
 " protest and notice of non payment waived by drawers and indorsers.
 " P. O. Marysville. Thos. Palen.

No credit or payment has been made on said promissory note. That the said promissory note has been duly indorsed, sold and transferred to the plaintiff by the payee above named and the plaintiff is now the legal owner and holder of said promissory note. And there is now due to the plaintiff on said promissory note from the defendant the sum of forty-five dollars, which he claims with interest at eight per cent. from the first day of August 1889.

Second Cause of Action:

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

" \$45⁰⁰. Delaware, Ohio, August 1st, 1889.
 " On the first day of November, 1891, for value received, I
 " promise to pay to the Peerless Reaper Company, Canton, Ohio, or

order forty-five dollars, at Bank at - - with interest at the rate of 8 per cent. per annum; but if paid when due a reduction at the rate of 2 per cent. per annum in the interest will be made.

And we hereby authorize any attorney at law to appear in any Court of Record in the United States, after this obligation becomes due, and waive process and service thereof, and without notice, confess judgment against us, or either of us, in favor of the holder of this note, for the amount that may appear due thereon, together with costs of suit, and to waive and release all errors and the right to appeal and exemption. Demand, protest and notice of non payment waived by drawers and indorsers. Thos. Palen.

No credit or payment has been made on said promissory note. That said note has been transferred, sold, and endorsed to plaintiff, and the plaintiff is now the legal owner and holder thereof. And there is now due the plaintiff from said defendant, on said promissory note, the sum of \$45⁰⁰ which plaintiff claims with interest at 8 per cent. from the first day of August, 1889 making now the amount due plaintiff from said defendant on said promissory notes at the date of filing this petition, to be, with interest added, one hundred and nine ⁷⁴/₁₀₀ dollars.

The plaintiff therefore asks judgment against the defendant for the sum of ninety dollars, with interest to be added at the rate of eight per cent. from the first day of August 1889, and plaintiff asks for all other and proper relief. Porter & Porter, Attorneys for Plaintiff.

E. W. Porter, being sworn makes oath that he is one of the attorneys for the plaintiff in this action. That this action is founded upon written instruments for the payment of money, and said instruments are in 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 30th day of April A. D. 1892.

R. M. Croly, Clerk.

Precept To the Clerk:

Issue a Summons against the defendant returnable according to law. Endorse: Amount claimed with interest at 8% to be added from August first 1889. April 30th 1892. Porter & Porter, Attys. for Plff.

Summons

6377 Afterward, on the 30th day of April, 1892, a Summons was issued by the Clerk of said Court, indorsed as follows: The State of Ohio.

Union County. To the Sheriff of Union County: You are hereby commanded to notify Thomas Palen that he has been sued by The Sultman Taylor Company in the Court of

Crown on of May A. as true. an

You of May W. (Seal) Indorsed: from Aug

Sheriff's Return returned s is as follow The State Union Co Ser. Return Mileage Copy Total

Entry 6377 After made on The Aultm

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Attest A.

P. within a District of the Hon. September Word one Be September with the

Common Pleas of Union County, and must answer by the 20th day of May A. D. 1892, 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 7th day of May A. D. 1892.

Witness my hand and the seal of said Court, this 30th day of April A. D. 1892. R. M. Leroy, Clerk.
 Indorsed: In action for money. Amount claimed \$90⁰⁰ with 8% interest from August 1st, 1889.

Sheriff's Return

And on the 7th day of May, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit:

The State of Ohio. Sheriff's Return.
 Union County Received this writ April 30th, A. D. 1892, at 10 o'clock A. M. and served same by delivering a true and certified copy thereof with the endorsements thereon to the within named James Palen on the 6th day of April, 1892.
 Thomas Martin, Sheriff.

Ser.'s Return	30
Mileage	2 00
Copy	20
Total	\$2 50

Entry

6377 Afterward, on the 6th day of October, 1892, the following entry was made on the Journal by the Clerk of said Court, to wit:

The Aultman Taylor Company
 Vs. Thomas Palen
 Journal 16, Page 241.

This day this cause came on to be heard upon the petition of plaintiff and the evidence, the defendant being default for answer or demurrer to plaintiff's petition. And the Court being fully advised in the premises do find that the defendant is indebted to the plaintiff in the sum of one hundred and twelve ³⁴/₁₀₀ dollars (\$112.³⁴) as the plaintiff hath in his petition alleged.

It is therefore considered by the Court that the plaintiff recover of the defendant said sum of \$112.³⁴ with eight per cent. from the 1st day of October 1892, and also his costs herein taxed to \$-

Attest
 R. M. Leroy 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 September, to wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 20th day of September, 1892, the following Petition, Answer ³⁴/₁₀₀ Entry was filed with the Clerk of said Court, to wit:

Petition State of Ohio
 Union County Court of Common Pleas.
 6436 The Peoples Bank, an unincorporated
 Company doing business in the
 State of Ohio, in the name and style of
 The Peoples Bank, Plaintiff.
 vs.
 David Thomas. Defendant.

There is due plaintiff from defendant 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 two hundred and twenty-one ³⁴/₁₀₀ ⁷²/₁₀₀ dollars, which he claims with interest at the rate of eight per cent. per annum, from the 11th day of January A. D. 1892.

Wherefore, plaintiff prays judgment against said defendant for the said sum of two hundred and twenty one ³⁴/₁₀₀ ⁷²/₁₀₀ dollars with interest thereon at the rate of eight per cent per annum from the 11th day of January, A. D. 1892, and for costs of suit.

Second Cause of Action:

For a second cause of action said plaintiff says there is due plaintiff from said defendant David Thomas on the certain promissory note a copy of which with all credits and endorsements thereon is hereto attached and made part of this petition the sum of two hundred and twenty-six ³⁴/₁₀₀ ⁶⁰/₁₀₀ dollars with eight per cent. interest from April 13th, 1892 which plaintiff claims with interest at eight per cent. per annum from the 13th of April 1892 which note is marked as "Exhibit B."

Third Cause of Action:

For a third cause of action plaintiff says there is due it from said defendant on his promissory note, a copy of which with all credits and endorsements thereon is hereto attached and marked "Exhibit C" and made part hereof, the sum of one hundred and sixty-four dollars with eight per cent. interest from December 9th 1891, which plaintiff claims with interest at eight per cent. from December 9th, 1891, and plaintiff asks judgment for said sum of two hundred and twenty one ³⁴/₁₀₀ ⁷²/₁₀₀ dollars with eight per cent. interest from January 11th, 1892 as set forth in plaintiffs first cause of action and the sum of two hundred and twenty-six ³⁴/₁₀₀ ⁶⁰/₁₀₀ dollars with 8 per cent. interest from April 13th, 1892 as described in its second cause of action, and the sum of one hundred and sixty-four dollars with eight per cent. interest from December 9th, 1891 as mentioned in its third cause of action.

Robinson & Woodburn,

Attorneys for Plaintiff.

The State of Ohio,
 Union County

C. S. Chapman being duly sworn says he is one of the plaintiffs constituting The Peoples Bank and that he is one of the owners of said three notes mentioned in the above petition and the allegations of the foregoing petition are true. C. S. Chapman

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 Exhibit \$ 221. ⁷²/₁₀₀
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Sworn to before me and signed in my presence this 20th of September, 1892. R. M. Crony, Clerk.

Exhibit "A." \$221.⁷²/₁₀₀. Marysville, Ohio, October 13th, 1891.

Ninety days after date, as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at Marysville Ohio, two hundred and twenty-one ⁷²/₁₀₀ dollars, for value received.

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

Witness our hands and seals this 13th day of October 1892. David Thomas Seal Timothy Thomas Seal

Exhibit "B." \$226.⁶⁰/₁₀₀. Marysville, Ohio, October 13th, 1891.

Six months after date, as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at Marysville Ohio two hundred and twenty-six ⁶⁰/₁₀₀ dollars, for value received.

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

Witness our hands and seals this 13th day of October 1892. David Thomas Seal Timothy Thomas Seal

Exhibit "C." \$164.⁰⁰/₁₀₀. Marysville, Ohio, November 24th, 1891.

Fifteen days after date, as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at Marysville Ohio, one hundred sixty-four dollars, for value received.

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

Witness our hands and seals, this 24th day of November 1892. David Thomas Seal Timothy Thomas Seal

#18004 David Thomas, Jan'y 11/92

#18005 David Thomas, April 13, 1892

#18046 David Thomas, Dec. 9/91

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

6436 The Peoples Bank, an unincorporated
Company doing business as partners
in the name and style of The Peoples
Bank in the State of Ohio, Plaintiff

vs.

David Thomas. Defendant

I, S.S. Gardiner an attorney at law in the several Courts of Record of this State, by virtue of the warrants 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 notes attached to said petition, for the sum of six hundred and twenty-four ²⁴/₁₀₀ dollars, being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions errors and right of appeal in the premises.

S.S. Gardiner,

Attorney for Defendant.

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

6436 The Peoples Bank, partners doing
business in the style of The
Peoples Bank.

vs.

David Thomas

Journal 16, Page 220.

This day came the plaintiff by its attorney; also came S.S. Gardiner an attorney at law of this Court, on behalf of the defendant, and by virtue of the warrants 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 defendant doth justly indebted to the said plaintiff in the sum of Six hundred and twenty-four ²⁴/₁₀₀ 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 six hundred and twenty-four ²⁴/₁₀₀ dollars together with its costs herein expended taxed at \$- - -

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of September term, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 20th day of September, 1892, the following Petition, Answer and Entry upon Reg-
-nosit Note was filed with the Clerk of said Court, to-wit:

Petition

The State of Ohio.

Union County, ss:

6435

The Union Banking Company, Plaintiff

vs.

D. J. Grindell, ^{and} William Graves, DefendantCivil Action for
Money Only.

The Union Banking Company of Marysville, Ohio, the plaintiff says it is a corporation under the laws of Ohio, the above named plaintiff says that there is due to it from D. J. Grindell and William Graves the defendants, on a promissory note made by the defendants D. J. Grindell and William Graves dated the 18th day of February A. D. 1891, and which note, with the warrant of Attorney thereto annexed, is hereto attached and made part of this petition the sum of three hundred and twenty-five dollars with interest thereon at 8% from the 18th day of February A. D. 1891. The plaintiff further says that it is the legal owner and holder of said note, that the same is due and unpaid, and that there are no pay-
-ments or credits thereon.

Whereupon, the plaintiff asks judgment against said de-
-fendant for the sum of three hundred and twenty-five dollars with interest at 8% per annum from the 18th day of February A. D. 1891 \$ 41.³⁰
Total principal and interest \$ 366.³⁰.

J. H. Kinkade, Attorney for Plaintiff.

The State of Ohio.

Union County ss:

J. H. Kinkade being duly sworn says that he is the attorney of the above named plaintiff being duly sworn, says that he believes the statement in the foregoing petition to be true. That the foregoing petition is founded upon a written instrument for the payment of money only which is in affiant's possession and is attached to the foregoing petition. J. H. Kinkade.

Subscribed by J. H. Kinkade in my presence, and sworn to by him before me this 20th day of September, A. D. 1892.
(Seal) R. M. Leroy, Clerk of Court.

Copy of

\$ 325⁰⁰. Marysville, Ohio, February 18th, 1891.

note. us, promise to pay to The Union Banking Company or order, at the Banking House of said Company, at Marysville, Ohio, three hundred and twenty-five dollars with interest at 8 per cent. pay-
-able semi-annually.

And we hereby authorize any attorney at law to appear for

us or either of us in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us or either of us, and confess judgment in favor of the said Union Banking Company against us or either of us for the amount that may be due thereon, with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

W^o 1047. Due July 1st, 1892.

The Union Banking Company

In Court of Common Pleas
Union County, Ohio.

Answer

vs.

D. J. Grindell & W^m Graves.

6435

And now comes D. J. Grindell & W^m Graves the above named defendants, by the undersigned their attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiff's petition, and against the above named defendants for the sum of three hundred and sixty-six dollars and thirty cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendants for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

September 20th, A. D. 1892.

W. T. Hoopes

Attorney for Defendant.

Entry

The Union Banking Co.

vs.

D. J. Grindell, W^m Graves

Journal 16, Page 220.

6435

This day came the plaintiff by J. H. Sinkade, Attorney, & thereupon came W. T. Hoopes 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 \$366.³⁰/₁₀₀. It is therefore considered that said plaintiff do recover of said defendant the said sum of \$366.³⁰/₁₀₀ so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest R. M. Troy clerk

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of September, to-wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 5th day of May, 1892, Thomas L. Hatcher filed in the Clerk's Office of the said Court of Common Pleas the following Petition against David Duncan et al. State of Ohio.

Union County ss In the Court of Common Pleas.
Thomas L. Hatcher, Plaintiff.

Petition

1879

David Duncan, the unknown heirs, devisees & legatees of David Duncan
David Duncan Jr. The unknown heirs of David Duncan Jr., son of David Duncan, Margaret Hoboy, the unknown heirs of Margaret Hoboy
Hannah Finley, the unknown heirs of Hannah Finley, John Findley the unknown heirs of John Findley, Samuel B. Findley, the unknown heirs of Samuel B. Findley, David D. Findley, the unknown heirs of David D. Findley, Elizabeth Ann Harris, the unknown heirs of Elizabeth Ann Harris, Hannah Sarah Findley, the unknown heirs of Hannah Sarah Findley, Mariah Jane McCabe, the unknown heirs of Mariah Jane McCabe, David McCabe, the unknown heirs of David McCabe, Fielding Belt, the unknown heirs of Fielding Belt, Margaret Belt, the unknown heirs of Margaret Belt, Margaret Belt Jr., the unknown heirs of Margaret Belt Jr., John F. Belt, the unknown heirs of John F. Belt, Joseph Belt the unknown heirs of Joseph Belt, William Belt, the unknown heirs of William Belt, Jane Prater, the unknown heirs of Jane Prater, Benjamin Prater, the unknown heirs of Benjamin Prater, Abram Clark, the unknown heirs of Abram Clark, Lucy Clark, the unknown heirs of Lucy Clark, Margaret Chitsey, the unknown heirs of Margaret Chitsey, Rutherford Chitsey, the unknown heirs of Rutherford Chitsey, Hannah Ream, the unknown heirs of Hannah Ream, Solomon Ream, the unknown heirs of Solomon Ream, Mary Campbell, the unknown heirs of Mary Campbell, George Campbell, the unknown heirs of George Campbell, Mary Clark, the unknown heirs of Mary Clark, David Duncan, the unknown heirs of David Duncan, Samuel Duncan, the unknown heirs of Samuel Duncan, Robert Duncan, the unknown heirs of Robert Duncan, William Duncan, the unknown heirs of William Duncan, Samuel Duncan son of William Duncan, the unknown heirs of Samuel Duncan, Mary Duncan daughter of William Duncan, the unknown heirs of Mary Duncan, Matilda Smith, the unknown heirs of Matilda Smith, William Smith, the unknown heirs of William Smith, Michael L. Sullivant, William S. Sullivant, the unknown heirs of William S. Sullivant, the unknown heirs of Michael L. Sullivant, Joseph Sullivant, the unknown heirs of Joseph Sullivant, John Dean, the unknown heirs of John Dean, Owen W. Dean, the unknown heirs of Owen W. Dean, Philip D. Dean

the unknown heirs of Philip D. Dean, John W. Dean, the unknown heirs of John W. Dean, Sarah How, the unknown heirs of Sarah How, -- How, husband of Sarah How, Ruth Bodkin, the unknown heirs of Ruth Bodkin, --- husband of Ruth Bodkin, Elizabeth Dean, the unknown heirs of Elizabeth Dean, Jackson Dean the unknown heirs of Jackson Dean, George Dean, the unknown heirs of George Dean, Greenland Dean, the unknown heirs of Greenland Dean, Catharine Dean who was the widow of Jackson Benjamin Hodges, the unknown heirs of Benjamin Hodges, Amanda M. V. Hodges, the unknown heirs of Amanda M. V. Hodges, Asa Meason, Mary Dean widow of George Dean, John F. Dean, James Dean, the unknown heirs of James Dean, Andrew H. Dean, Ellen Dean, C. W. Dean, George Commel, the unknown heirs of George Commel, Mary Commel, the unknown heirs of Mary Commel, Mary Finley widow of Samuel B. Finley, John P. Finley the unknown heirs of John P. Finley, Samuel Finley, the unknown heirs of Samuel Finley, David Finley, the unknown heirs of David Finley, Elizabeth H. Finley, the unknown heirs of Elizabeth H. Finley, Martha Finley, the unknown heirs of Martha Finley, Mary Finley, the unknown heirs of Mary Finley, John Pebles, the unknown heirs of John Pebles, Abia Dillon, the unknown heirs of Abia Dillon, Hannah S. Dillon, the unknown heirs of Hannah S. Dillon, Betsey Ann Farris, the unknown heirs of Betsey Ann Farris, David H. Hathaway, the unknown heirs of David H. Hathaway, Rachel Hathaway widow of David Hathaway, Albert M. Hathaway, the unknown heirs of Albert M. Hathaway, Rachel S. Henry, the unknown heirs of Rachel S. Henry, Josiah D. Henry, husband of Rachel S. Henry, Mary A. Hathaway the unknown heirs of Mary A. Hathaway, Ralph W. Hathaway, the unknown heirs of Ralph W. Hathaway, Joseph A. Hathaway, the unknown heirs of Joseph A. Hathaway, Sarah E. Hathaway, the unknown heirs of Sarah E. Hathaway, Andrew Henderson, and the unknown heirs of Andrew Henderson, Defendants.

The said plaintiff for a cause of action against the said above named defendants says that he is seized in fee simple and in the actual possession and occupancy of the following described real estate in which the said defendants claim an estate and interest in and lien upon adverse to the plaintiff, to wit: Situate in Liberty Township Union County, Ohio, being part of Survey N^o 3443 and bounded and described as follows, viz:

Beginning at a stone in the center of the Dean road and south-west corner to lands formerly owned by Charles Toby; thence S. 77° E. 155.64 poles with the center of a County road to a stone north-west corner to J. R. Hodges land; thence S. 93² - W. 82.5 poles to a stone north-east corner to H. H. Dean's land; thence N. 77⁴ - W. 155^{2E} poles to a stone in the Dean road; thence S. 9⁴ - W. 14.4 poles to a stake where the East Liberty and Waldo road intersects said Dean road; thence with the center of the East Liberty and Waldo road S. 57² - W. 51.7E poles to a stone S. E. corner to Uriah Cook's land; thence with said Cook's east land line N. 7¹/₂ E. 135.5 poles to a stone; thence S. 76² - E. 39 poles

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This plaintiff says that he derives his title to said land as follows: by deed of General Warranty from Charles P. Morse and Malinda J. Morse his wife dated on the 20th day of November A. D. 1891 and recorded in Volume 67, Page 418 of the Deed Records of Union County Ohio, and by other mesne conveyances from the heirs and legal representatives of the aforesaid David Duncan to whose heirs said Survey was patented and those who successively held through, from and under them.

Plaintiff further avers that he owns said lands in fee simple and that he and his successive grantors under whom he holds have been in open, exclusive, continuous, peaceable, undisturbed and adverse possession of said lands for more than 50 years, that he and his said grantors have used and occupied and cultivated all of said lands within the boundaries herein given, that plaintiff and his said grantors having during all said time paid the taxes on said lands as the owners thereof and the same has been carried upon the tax duplicate in their names and all taxes and assessments made and assessed to them: that during all said time plaintiff and his said grantors before him had and held possession of said lands under claim and color of title and claimed and asserted entire and complete ownership thereof and have made lasting and valuable improvements thereon; that for more than twenty-one (21) years all of said lands within the boundaries herein and heretofore set out have been fenced and cultivated, enclosed and occupied: that plaintiff and his said grantors have held possession of said lands lying in said Survey N^o 3443 since the year 1838 and of all of said lands for more than 50 years.

Plaintiff further says that on the 29th day of August 1788 William S. Sullivant, Michael L. Sullivant and Joseph Sullivant filed their "bill in Chancery" in the Court of Common Pleas in and for Union County, Ohio, against the widow and all the heirs of David Duncan, deceased alleging the statement of facts, to wit: That on April 1st, 1783 Warrant N^o 214 for three thousand acres of land (3000) was issued to David Colms for his services in the Virginia Line on Continental establishment to be located in the Virginia Military District of Ohio: That on the 29th day of March 1784 he assigned the same to David Duncan by his deed in writing that on the thirtieth (30) day of December 1791 said David Duncan made his last will and testament in which he directed his executors to sell all his real and personal property except certain lands in Pennsylvania especially devised and to divide the proceeds equally among his sons Samuel and David and his three daughters Hannah, Mary and Margaret, except that Samuel was to have only one-half as much as the other children. That the executors of said will died without attempting to dispose of said warrant or the lands located thereunder; that said David Duncan had had said land warrant located as follows: 1000 acres on Boh's Creek in Union County, Ohio, 1000 acres on Millcreek in Union County, Ohio, and 1000 acres thereof on Big

Barby Creek in Logan County Ohio. And that said warrant was located by Lucas Sullivan who was entitled the locators share therein or one full and equal one-third (1/3) thereof to which share the said plaintiffs were entitled as the heirs at law of the said Lucas Sullivan.

Said Bill together with a Supplemental Bill filed by leave of Court names all the known heirs and legal representatives of the said David Duncan and asks that they together with all the unknown heirs of the said David Duncan be made parties to said suit and that they be required to answer and set up such interest as they or any of them might have in said lands and praying for partition and such other equitable relief as in equity they were entitled.

On the 25th day of April 1839 the Court ordered service by publication on non residents and unknown heirs and on April 25th, 1839 Margaret Colvey, Samuel B. Finley, Elizabeth Ann Harris, Mariah Jane McCabe, David McCabe, John F. Bell, Jane Prater, Benjamin Prater, Lucy Clark, Abram Clark and Margaret Chitsey filed their answer consenting to partition and as to all other defendants judgment was rendered as by default. Proof of service by publication of non residents and unknown heirs filed on the 12th day of July 1839, and the cause came on for hearing on the same day and the Court being fully advised in the premises found the facts alleged in the petition to be true as alleged and decreed that said defendants convey to said plaintiffs the full and equal one-third (1/3) of said lands within 10 days and on default, failure or refusal to so convey that the decree operate as such conveyance.

And May 6th, 1840 a writ of partition was issued and was returned as follows: The Commissioners set off to William Michael and Joseph Sullivan the following described lands in Survey N^o. 3443 Beginning at 2 ashes and a hickory in the original north line of the Survey: thence with said line correcting the course thereof S. 77^{3/4} - E. 153 poles to an ash, redwood and elm N. E. corner of said Survey: thence with another of the original lines correcting the course S. 7^{3/4} - N. 414 poles to a hickory sugar tree and lynn north-east corner to Survey N^o. 3444: thence with the line of said Survey correcting the course N. 78^{1/2} - N. 153 poles to 2 beeches and an elm: thence N. 7^{1/2} - E. 415 poles to the beginning containing 396 acres of land.

We also set off and apart to the heirs of David Duncan deceased, part of Survey N^o. 3443 described as follows: Beginning at a sugar tree and hickory N. W. corner of said Survey N^o. 3443: thence with the line of said Survey correcting the course S. 77^{3/4} - E. 265 poles to 2 ashes and a hickory corner to the part set off to the Sullivants: thence with their line S. 7^{3/4} - N. 415 poles to two beeches and an elm in the line of Survey N^o. 3444: thence with said line N. 78^{1/2} - N. 263 poles to 2 beeches and a sugar tree corner to Survey N^o. 3444: thence with the original line correcting the course N. 7^{3/4} - E. 418 poles to the beginning containing 688 acres 1 R. 19 P² of land as shown by the plat hereunto attached and

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Plaintiff further says that William D. and Joseph Sullivant afterwards on the --- day of --- 18-- conveyed their interest in said 396 acre tract set off to said Sullivants in said partition suit by a good and valid deed to Michael L. Sullivant thereby conveying to him all their right, title and interest in fee simple in said land whereby the entire and complete title thereto vested in the said Michael L. Sullivant which deed was recorded in Volume --- Page --- of the Deed Records of Franklin County, Ohio, but that the records of said deed was on the --- day of --- 18-- destroyed by fire and the original deed cannot be found and for that reason a cloud is cast upon the title of plaintiff that should be removed.

Plaintiff further says that the said Michael L. Sullivant and Sarah L. Sullivant his wife joining therein conveyed the whole of said 396 acre tract in fee simple by a good and valid deed of General Warranty on the 10th day of April 1838 to one John Dean which deed is recorded in Volume 6, Page 395 of the Deed Records of Union County Ohio.

The plaintiff further says that afterward on the --- day of --- 18-- the said John Dean died testate seized in fee simple of the aforesaid 396 acres of land which was disposed of by his Will in the following manner, to wit:

1st. He provides that 96 acres of his land shall be sold to pay his debts, funeral expenses and some of his children certain sums of money as follows: to Owen Dean \$50⁰⁰; to Philip Dean \$5⁰⁰; to John W. Dean \$5⁰⁰; to his daughter Sarah Howe \$5⁰⁰; to his daughter Ruth Bodkin \$50⁰⁰ to be paid out of the proceeds of the said 96 acres. He then disposes of the remaining 300 acres of his land as follows:

6th. I bequeath to my daughter Elizabeth the $\frac{1}{4}$ part of 300 acres of land on which I now live and $\frac{1}{4}$ of the movable property.

7th. I bequeath to my son Jackson Dean $\frac{1}{4}$ part of the said 300 acres of land also $\frac{1}{4}$ of the movable property.

8th. I bequeath to my son George Dean the $\frac{1}{4}$ part of the said 300 acres of land also the $\frac{1}{4}$ part of the movable property.

9th And lastly I bequeath to my son Greenland Dean the $\frac{1}{4}$ part of the said 300 acres of land also the $\frac{1}{4}$ part of the movable property which Will was legally executed on the 21st day of February 1837 and duly probated and admitted to record in the Probate Court of Union County, Ohio, on the 10th day of June 1839 in Volume 2, Page 248 and the title to said 300 acres of land passed thereby and vested in the said Elizabeth and Jackson and George and Greenland Dean as tenants in common in fee simple.

Plaintiff further says that on the 27th day of February 1846 Charles Burr the duly appointed administrator of the estate of the said John Dean, deceased, sold to Isaac Holloway by order of Court at public auction the 96 acre tract off the north end of said 396 acre tract for the purpose of paying the debts and legacies as provided by the last Will and testament of the said

John Dean, deceased, and that the estate of the said John Dean deceased was fully and finally settled and said debts and legacies were fully paid.

Plaintiff further avers that afterwards about the year 1842 the said Jackson Dean, George Dean, Greenland Dean and Elizabeth Dean being the legal owners and in the actual possession of the 300 acres of land devised to them by the will of their father John Dean deceased made an amicable partition of the same into four (4) 75-acre lots as shown by the plat hereto attached and made part hereof, and the boundaries thereon marked under which partition the said Jackson Dean took possession of the south 75-acre lot and occupied the same and claimed and asserted the complete ownership thereof and improved the same and paid the taxes thereon until his death on the -- day of -- 18--; that at his death the said land (75 acre lot) descended to his widow Catharine Dean (who afterward intermarried with David J. Davis) and his daughter Amanda M. V. Dean who intermarried with Benjamin Hodges. And that afterwards on the 30th day of August 1859 the said Catharine Davis (with her husband joining) conveyed her dower in said land to the said Benjamin Hodges which deed is recorded Volume 22, Page 630 of the Deed Records of Union County, Ohio.

That afterwards on the 15th day of February 1860 the said Benjamin Hodges and Amanda M. V. Hodges conveyed 61^{1/2} acres thereof which conveyance contains 6 acres of the land herein to Geo. Gleason by deed of General Warranty which deed is recorded in Volume 25, Page 95 of the Deed Records of Union County, Ohio.

Plaintiff further avers that under said amicable partition the said George Dean took possession of the 75-acre lot next north of the lot taken by the said Jackson Dean and that he exercised and asserted full and exclusive ownership and control thereof, and paid the taxes thereon and made permanent and lasting improvements thereon until his death on the -- day of -- 18--.

That on the 27th day of May 1863 the said George Dean purchased from Asa Gleason the 61^{1/2} acres that the said Gleason purchased from the said Hodges and wife on the day of -- 18--.

The plaintiff says that the said Greenland Dean and Elizabeth Dean took possession of their respective shares of said land (75 acres each as shown by the plat hereto attached and shown by the boundaries thereon marked and indicated by numbers thereon and improved the same and paid the taxes thereon in like manner as did the said George and Jackson Dean and asserted the same adverse and exclusive ownership thereof, and that their title and those claiming under them has never been questioned.

The said George Dean died seized in fee simple of the following described lands (see plat hereto attached, also on the margin hereof) leaving Mary Dean his widow and John F. Dean, James Dean, Andrew H. Dean, David A. Dean, Owen W. Dean and Ellen Dean who intermarried with W. M. Dean all his children and heirs at law.

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See Plat

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Plaintiff is informed and believes and therefore avers that the estate of the said George Lean deceased was fully settled and his debts fully paid. That the widow of the said George Lean deceased is long since deceased and her dower thereby extinguished.

That the heirs of the said George Lean disposed of their several interests in the following manner:

- 1" John P. Lean to Charles C. Morse by deed dated December 22nd, 1879 recorded in Volume 47, Page 461 of the Union County Deed Records
- 2" James Lean by deed dated February 28th, 1879 to Andrew H. Lean recorded in Volume 47, Page 218 Deed Records of Union County, Ohio.
- 3" Ellen Leaver ^{3/4} W. M. Leaver her husband by deed dated October 1st, 1879 to Charles C. Morse, recorded in Volume 47, Page 453 Deed Records of Union County, Ohio.
- 4" David A. Lean by deed dated October 25th, 1879 to Charles C. Morse Volume 48, Page 514 of Deed Records of Union County, Ohio.
- 5" Owen W. Lean by deed dated February 27th, 1875 to Andrew H. Lean recorded in Volume 68, Page 286 Deed Records of Union County Ohio, each conveying the undivided ^{1/2} interest in 15 1/2 acres.

And on the 5th day of April 1880 the said Andrew H. Lean conveyed to the said Charles C. Morse all his interest in the 81 acre tract herein as shown on the plat hereto attached and boundaries thereon marked (See description at margin hereof) of which this plaintiff is owner in fee simple.

Plaintiff further avers that on or about the 25th day of November 1837 Samuel B. Finley, pretended to be seized of an interest in and to have authority to sell and convey the same and also to sell and convey other interests therein which might subsequently be obtained by him of a certain tract of land containing 10 1/2 acres in Surveys No: 3443 ^{3/4} 3444 of which the 29 acre tract herein is a part, and the said Samuel B. Finley claiming to have full right and authority to sell and convey the same entered into a written agreement with one David H. Hathaway to sell the same to him and agreed to convey the same to him by a good and sufficient warranty deed when the said Hathaway should pay for the same in the manner set forth in said agreement as follows: \$1000⁰⁰ in one year, \$549⁰⁰ in 2 years and \$549⁰⁰ in three years after date.

And that on the 11th day of April 1844 the said David H. Hathaway filed his petition in the Court of Common Pleas of Union County, Ohio, setting forth said written agreement and alleging that he had fully performed his part of said agreement and that the said Samuel B. Finley did obtain conveyance from the other heirs of the said David Durcan deceased and that the same is recorded in Union County, Volume -- Page -- and that on the 16th day of April 1839 John Cubles, David McCabe, Maria J. McCabe, Abia Dillon and Betsey Ann Harris executed a written contract to convey their interest therein to the said Hathaway upon his payment to Samuel B. Finley about \$2000⁰⁰. That the said Samuel B. Finley died about 1842 without having fulfilled said agreement and leaving Mary Finley his widow and John B. Finley, James Finley, Elizabeth

11-12-14-
13-11.

H. Finley, Martha Finley, Mary Finley, and Margaret Finley, his children and heirs at law all of whom with John Pebles, David M. Cate, Maria J. M. Cate, Abia Dillon, and Betsey Ann Harris were made parties. The prayer of the petition was for specific performance of said agreements.

On the 29th day of October 1845 the cause came on to be heard and the Court being fully advised in the premises found that the proceedings were in all respects regular and that all the defendants had been duly served and were properly before the Court, and did its decree ordering that the defendants execute to the said plaintiff a deed for said land as prayed for in said petition and in default thereof within 15 days that said decree operate as such conveyance (See complete Record Volume --- Page ---).

Plaintiff further avers that the said David Hathaway in his lifetime executed his penal Bond to Andrew and James Henderson conditioned to make them a deed for a certain tract of land in Survey N^o. 3443 described as follows: (See plat) containing 334 acres when the said Hendersons should pay for the same \$7000⁰⁰ according to the provisions of said agreement.

That on the --- day of January, 1845 the said David H. Hathaway died intestate leaving Rachel Hathaway his widow and Albert M. Hathaway, Rachel S. Hathaway, Mary S. Hathaway, Ralph W. Hathaway, Joseph A. Hathaway and Sarah S. Hathaway his children and heirs at law.

Plaintiff further says that on the 24th day of February 1846 Josiah D. Henry and Rachel Hathaway as the duly appointed administrators of the said David H. Hathaway filed their petition in the Court of Common Pleas in and for Union County Ohio, asking for an order of said Court to complete said contract between said David H. Hathaway and the said Andrew and James Henderson alleging thereon that the said Hendersons had fully complied with said contract and had fully performed their part thereof to which proceedings all the heirs and legal representatives of the said David H. Hathaway were made parties defendant and duly served with notice of said action.

And afterwards such proceedings were had in said Court in said Court that by the decree of said Court the said administrators were ordered to execute to the said Andrew and James Henderson their administrators deed conveying to the said Hendersons the title to said land in fee simple which deed was duly executed by the said administrators on the 5th day of October 1846 and recorded in Volume 11, Page 87 Deed Records of Union County Ohio.

Plaintiff further says that the 29 acre tract herein as shown on the plat hereto attached and the boundaries thereon marked has been held and occupied by him and his successive grantors and those under whom he holds for more than 40 years as follows, to wit:

1st. From James Henderson and wife to James S. Henderson by

Quit-Clas
Page 167
2nd. From
the year
3rd. From

Deed dated
of Union
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5th. Perry
June 16th 18
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Deed - Claim Deed dated December 30th, 1754 recorded in Volume 13, Page 167 Deed Records of Union County, Ohio.

2nd From Andrew Henderson to James A. Henderson by descent about the year 1846.

3rd From James A. Henderson (unmarried) to Solomon Cook by Warranty Deed dated December 11th 1863 recorded in Volume 26, Page 363 Deed Records of Union County, Ohio.

4th Solomon Cook and wife to Perry Cook by Warranty Deed dated February 26th, 1876 recorded in Volume 42, Page 517 Deed Records, Union County, Ohio.

5th Perry Cook (unmarried) to Charles P. Morse, by Warranty Deed dated June 16th, 1880, Volume 48, Page 437 Deed Records of Union County, Ohio.

6th From Charles P. Morse and Malinda J. Morse his wife the entire tract, 109 acres by Deed of General Warranty dated the -- day of -- to -- recorded in Volume -- Page -- Deed Records of Union County, Ohio.

And plaintiff therefore says and avers that he is the owner in fee-simple of the lands herein first described and that they are affected by each and all of said conveyances herein referred to; that the defendants are claiming by reason of the defects and errors in said conveyances and the other matters herein set out that they have some interest in said lands; that by reason of such defects plaintiff's entire title is clouded and he has made defendants heirs to the heirs and unknown heirs of such persons as may be dead, and further says that he and his successive grantors under whom he holds have had and enjoyed the open exclusive, adverse possession of said lands as herein first described for more than twenty one (21) years; that during all said time said lands have been fenced and occupied; that he and his said grantors have paid the taxes on said lands and used, occupied and enjoyed the same to the full extent of the present boundaries herein first given; and plaintiff now charges and avers that the defendants, nor have any or either of them any interest in, title to or lien upon said lands herein first described or any part thereof; that his title thereto should be quieted against each and all the defendants and that each and all of said defendants be ordered by the Court to execute a deed of release conveying to this plaintiff all their right title and interest in or to said lands herein first described and in default thereof that the decree operate as conveyance.

Plaintiff therefore prays that his title may be quieted against each and all the defendants and that they and each of them be enjoined and restrained from setting up any claim whatever to said lands; and that the Court in the exercise of its equity powers order each and all of said defendants to execute to this plaintiff a deed of release to all their right, title and interest in the lands herein first described and in default or refusal thereof that the decree operate as such conveyance and for all such other and further relief as this plaintiff is entitled to he prays may be granted.

Bole & Bales,

Attorneys for Plaintiff.

State of Ohio,
Franklin County ss

Thomas C. Hatcher, sworn says he is the plaintiff above named and that the facts stated and allegations contained in the foregoing petitions he believes true. Thomas C. Hatcher.

Sworn to before me and subscribed in my presence by said Thomas C. Hatcher this 27th day of April, 1892.

(Seal)

E. B. Briggs, Notary Public



Survey N: 3443 described by Numbers 1-2-3-4-1. Part of N: 3443 assigned to William, Michael and Joseph Sullivant described by Numbers 5-1-4-6-5.

Part assigned to David Duncan's heirs described by Nos. 2-5-6-3-2.

Lands conveyed to Isaac Holloway described by N: 1-8-7-5-1.

Elizabeth Dean's part described by N: 8-10-9-7-8.

Greenleaf Dean's part described by Numbers 9-10-12-11-9.

George Dean's part described by Numbers 11-12-14-13-11.

Jackson Dean's part described by Numbers 4-6-13-14-4

The lands of David B. Hathaway situate in Survey N: 3443 is described by Numbers 2-5-6-3-2.

Lands conveyed to Andrew and James Henderson described by Numbers 6-15-16-17-18-5-6.

Charles P. Morse's land described by Numbers 11-12-14-13-19-20-21-11.

Affidavit

6379

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State of Ohio
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Thomas C. Hatcher
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Affidavit

Afterward, on the 25th day of May, 1892, the following Affidavit was filed with the clerk of said Court, to wit:

6377

State of Ohio,

Union County ss: In the Court of Common Pleas.

Thomas C. Hatcher, Plaintiff

vs.

Affidavit for Service by Publication.

David Duncan et al. Defendants.

Thomas C. Hatcher being first duly sworn says that he is the plaintiff in the above entitled action and says that the residence of the following named defendants are unknown to him and cannot by reasonable diligence be ascertained, to wit: David Duncan, David Duncan Jr. son of David Duncan, Margaret Holvey, Hannah Finley, John Finley, Samuel B. Finley, David D. Finley, Elizabeth Ann Farris, Hannah Sarah Finley, Maria Jane M^c Cabe, David M^c Cabe, Fielding Belt, Margaret Belt, Margaret Belt Jr., John F. Belt, Joseph Belt, William Belt, Jane Proter, Benjamin Proter, Abram Clark, Lucy Clark, Margaret Chitsey, Rutherford Chitsey, Hannah Ream, Solomon Ream, Mary Campbell, George Campbell, Mary Clark, David Duncan, Samuel Duncan, Robert Duncan, William Duncan, Samuel Duncan son of William Duncan, Mary Duncan daughter of William Duncan, Matilda Smith, William Smith, Michael L. Sullivant, William S. Sullivant, Joseph Sullivant, John Dean, Owen W. Dean, Philip D. Dean, John W. Dean, Sarah Howe, --- Howe husband of Sarah Howe, Ruth Bodkin, --- Bodkin husband of Ruth Bodkin, Elizabeth Dean, Jackson Dean, George Dean, Greenland Dean, Catharine Dean, Widow of Jackson Dean, Benjamin Hodges, Amanda M. V. Hodges, Asa Gleason, John F. Dean, James Dean, Andrew H. Dean, Ellen Dean, Owen W. Dean, George Cammel, Mary Cammel, Mary Finley, widow of Samuel B. Finley, John P. Finley, Samuel Finley, David Finley, Elizabeth H. Finley, Martha Finley, Mary Finley, John Cables, Abia Dillon, Hannah S. Dillon, Betsey Ann Farris, David H. Hathaway, Rachel Hathaway, widow of David H. Hathaway, Albert M. Hathaway, Rachel S. Henry, Mary A. Hathaway, Ralph W. Hathaway, Joseph A. Hathaway, Sarah C. Hathaway and Andrew Henderson.

And that the names and residences of the heirs and devisees of the following deceased persons viz: David Duncan, David Duncan Jr. son of David Duncan, Margaret Holvey, Hannah Finley, John Finley, Samuel B. Finley, David D. Finley, Elizabeth Ann Farris, Hannah Sarah Finley, Maria Jane M^c Cabe, David M^c Cabe, Fielding Belt, Margaret Belt, Margaret Belt Jr., John F. Belt, Joseph Belt, William Belt, Jane Proter, Benjamin Proter, Abram Clark, Lucy Clark, Margaret Chitsey, Rutherford --- Hannah Ream, Solomon Ream, Mary Campbell, George Campbell, Mary Clark, David Duncan, Samuel Duncan, Robert Duncan, William Duncan, Samuel Duncan son of William Duncan, Mary Duncan daughter of William Duncan, Matilda Smith, William Smith, Michael L. Sullivant, William S. Sullivant, Joseph L. Sullivant, John Dean, Owen W. Dean, Philip D. Dean, John W. Dean, Sarah Howe, --- Howe husband of Sarah Howe, Ruth Bodkin, --- Bodkin husband of Ruth Bodkin, Elizabeth Dean, Jackson Dean, George Dean,

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Greenland Dean, Catharine Dean, who was the widow of Jackson Dean, Benjamin Hodges, Amanda M. V. Hodges, Ara Gleason, Mary Dean, who was the widow of George Dean, John F. Dean, James Dean, Andrew H. Dean, Ellen Dean, O. W. Dean, George Cannell, Mary Cannell, Mary Finley, widow of Samuel B. Finley, John P. Finley, Samuel Finley, David Finley, Elizabeth H. Finley, Martha Finley, Mary Finley, John Peebles, Abia Dillon, Hannah S. Dillon, Betsey Ann Farris, David H. Hathaway, Rachel Hathaway, who was the widow of David Hathaway, Albert M. Hathaway, Rachel S. Henry, Mary A. Hathaway, Ralph W. Hathaway, Joseph A. Hathaway, Sarah E. Hathaway, and Andrew Henderson are unknown to plaintiff and that the cause is one of those mentioned in Section five thousand and forty-eight of the Revised Statutes of Ohio, and that the said unknown heirs & devisees are necessary parties to this action.

T. C. Hatcher.

Subscribed and sworn to by the said Thomas C. Hatcher before me this --- day of May 1892. Manus O'Donnell, Notary Public, Franklin County, Ohio.

Afterward, on the 30th day of May 1892, the following Order was filed with the clerk of said Court, to-wit:

State of Ohio,

Union County ss: In the Court of Common Pleas.

Thomas C. Hatcher, Plaintiff

vs

Order to Serve by Publication.

David Duncan et al Defendants

It being duly made to appear to the Court by the affidavit of said Thomas C. Hatcher, plaintiff, that the names and residences of the heirs and devisees of David Duncan, David Duncan Jr. son of David Duncan, Margaret Holvey, Hannah Finley, John Finley, Samuel B. Finley, David D. Finley, Elizabeth Ann Ferris, Hannah Sarah Finley, Maria Jane M^{rs} McCabe, David M^{rs} McCabe, Fielding Belt, Margaret Belt, Margaret Belt Jr, John F. Belt, Joseph Belt, William Belt, Jane Proter, Benjamin Proter, Abram Clark, Lucy Clark, Margaret Whitsey, Rutherford Whitsey, Hannah Dean, Solomon Dean, Mary Cannell, George Cannell, Mary Clark, David Duncan, Samuel Duncan, Robert Duncan, William Duncan, Samuel Duncan son of William Duncan, Mary Duncan, daughter of William Duncan, Matilda Smith, William Smith, Michael L. Sullivant, William S. Sullivant, Joseph Sullivant, John Dean, Owen W. Dean, Ralph D. Dean, John W. Dean, Sarah Howe, --- Howe husband of Sarah Howe, Ruth Bodkin, --- Bodkin, husband of Ruth Bodkin, Elizabeth Dean, Jackson Dean, George Dean, Greenland Dean, Catharine Dean, who was the widow of Jackson Dean, Benjamin Hodges, Amanda M. V. Hodges, Ara Gleason, John F. Dean, James Dean, Ellen Dean, Owen W. Dean, George Cannell, Mary Cannell, Mary Finley, who was the widow of Samuel B. Finley, John P. Finley, Samuel Finley, David Finley, Elizabeth H. Finley, Martha Finley, Mary Finley, John Peebles, Abia Dillon, Hannah S. Dillon, Betsey Ann Farris, David H. Hathaway, Rachel Hathaway, who was the

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widow of David H. Hathaway, Albert M. Hathaway, Rachel S. Henry, Mary A. Hathaway, Ralph W. Hathaway, Joseph A. Hathaway, Sarah C. Hathaway and Andrew Henderson are unknown to the plaintiff and are necessary parties to this action.

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 any other non resident defendants for not less than six weeks.

John A. Price,

Judge of Court of Common Pleas.

Afterward, on the 20th day of September, 1892, Proof of the Publication was filed with the Clerk of said Court, to wit:

Legal Notice

6379

Thomas C. Hatcher, Plaintiff

vs.

David Duncan et al. Defendants.

Court of Common Pleas,
Union County, Ohio.

David Duncan, the unknown heirs and legal representatives of David Duncan, David Duncan Jr. the unknown heirs of David Duncan Jr. son of David Duncan, Margaret Holvey, the unknown heirs of Margaret Holvey, Hannah Finley, the unknown heirs of Hannah Finley John Finley, the unknown heirs of John Finley, Samuel B. Finley the unknown heirs of Samuel B. Finley, David D. Finley, the unknown heirs of David D. Finley, Elizabeth Ann Ferris, the unknown heirs of Elizabeth Ann Ferris, Hannah Sarah Finley, the unknown heirs of Hannah Sarah Finley, Maria Jane Mc Cabe, the unknown heirs of Maria Jane Mc Cabe, David Mc Cabe, the unknown heirs of David Mc Cabe, Fielding Belt, the unknown heirs of Fielding Belt, Margaret Belt, the unknown heirs of Margaret Belt, Margaret Belt, Jr. the unknown heirs of Margaret Belt Jr., John F. Belt, the unknown heirs of John F. Belt, Joseph Belt, the unknown heirs of Joseph Belt, William Belt, the unknown heirs of William Belt, Jane Prater, the unknown heirs of Jane Prater, Benjamin Prater, the unknown heirs of Benjamin Prater, Abram Clark, the unknown heirs of Abram Clark, Lucy Clark, the unknown heirs of Lucy Clark, Margaret Chitsey, the unknown heirs of Margaret Chitsey, Rutherford Chitsey, the unknown heirs of Rutherford Chitsey, Hannah Ream, the unknown heirs of Hannah Ream, Solomon Ream, the unknown heirs of Solomon Ream, Mary Campbell, the unknown heirs of Mary Campbell, George Campbell, the unknown heirs of George Campbell, Mary Clark, the unknown heirs of Mary Clark, David Duncan, the unknown heirs of David Duncan Samuel Duncan, the unknown heirs of Samuel Duncan, Robert Duncan the unknown heirs of Robert Duncan, William Duncan, the unknown heirs of William Duncan, Samuel Duncan, Son of William Duncan the unknown heirs of Samuel Duncan, Mary Duncan, daughter of William Duncan, the unknown heirs of Mary Duncan, Matilda Smith the unknown heirs of Matilda Smith, William Smith, the unknown heirs of William Smith, Michael L. Sullivant, the unknown heirs of Michael L. Sullivant, William S. Sullivant, the unknown heirs of William S. Sullivant, Joseph Sullivant, the unknown heirs of Joseph Sullivant, John Lean, the unknown heirs of John Lean, Owen H. Lean

the unknown heirs of Owen N. Dean, Philip D. Dean, the unknown heirs of Philip D. Dean, John N. Dean, the unknown heirs of John N. Dean, Sarah Howe, the unknown heirs of Sarah Howe --- Howe, husband of Sarah Howe whose given name is unknown, Ruth Bodkin, the unknown heirs of Ruth Bodkin, --- Bodkin husband of Ruth Bodkin whose given name is unknown, Elizabeth Dean, the unknown heirs of Elizabeth Dean, Jackson Dean, the unknown heirs of Jackson Dean, George Dean, the unknown heirs of George Dean, Greenland Dean, the unknown heirs of Greenland Dean, Catharine Dean, who was the widow of Jackson Dean Benjamin Hodges, the unknown heirs of Benjamin Hodges, Amanda M. V. Hodges, the unknown heirs of Amanda M. V. Hodges, Asa Gleason, Mary Dean, widow of George Dean, John F. Dean, James Dean, the unknown heirs of James Dean, Andrew H. Dean, Ellen Dean, O. W. Dean, George Cammel, the unknown heirs of George Cammel, Mary Cammel, the unknown heirs of Mary Cammel, Mary Finley widow of Samuel B. Finley John P. Finley, the unknown heirs of John P. Finley, Samuel Finley, the unknown heirs of Samuel Finley, David Finley, the unknown heirs of David Finley, Elizabeth H. Finley, the unknown heirs of Elizabeth H. Finley, Martha Finley, the unknown heirs of Martha Finley, Mary Finley, the unknown heirs of Mary Finley, John Peebles, the unknown heirs of John Peebles, Abia Dillon, the unknown heirs of Abia Dillon, Hannah S. Dillon, the unknown heirs of Hannah S. Dillon, Betsey Ann Farris, the unknown heirs of Betsey Ann Farris, David H. Hathaway, the unknown heirs of David H. Hathaway, Rachel Hathaway, widow of David Hathaway, Albert M. Hathaway, the unknown heirs of Albert M. Hathaway, Rachel S. Henry, the unknown heirs of Rachel S. Henry, Mary A. Hathaway, Ralph W. Hathaway, the unknown heirs of Mary A. Hathaway, the unknown Ralph W. Hathaway, Joseph A. Hathaway, the unknown heirs of Joseph A. Hathaway, Sarah E. Hathaway, the unknown heirs of Sarah E. Hathaway, Andrew Henderson and the unknown heirs of Andrew Henderson.

The above named defendants will take notice that on the 5th day of May 1892, Thomas C. Hatcher, the above named plaintiff, in said Court duly commenced a civil action against them case No. 6379 against the above named parties praying for a decree to quiet the title of the following described land, situate in Liberty Township, Union County Ohio, known and described as follows, to wit: Being part of Survey No. 3743 beginning at a stone in the center of the Dean road and southwest corner to lands formerly owned by Charles Toby; thence south 77° east 155 ⁷⁷/₁₀₀ poles with the center of a County road to a stone northwest corner to J. R. Hodges land; thence south 9 ³/₄° west 82 ⁷⁰/₁₀₀ poles to a stone north-east corner to A. H. Dean's land; thence north 77 ⁷⁴/₁₀₀° west 155 ⁷⁵/₁₀₀ poles to a stone in the Dean road; thence south 9 ⁷⁴/₁₀₀° west 144 poles to a stake where the East Liberty and Waldo road intersects said Dean road; thence with the center of the East Liberty and Waldo road south 57 ¹/₂° west 51 ⁷⁸/₁₀₀ poles to a stone south-east corner to Uriah Cook's land; thence with said Cook's east land line north 9 ¹/₂° east 135 ⁷⁰/₁₀₀ poles to a stone; thence south 76 ¹/₂° east 39 poles to the place of beginning containing 109 ⁷⁵/₁₀₀ acres of land. And that said defendants

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be compelled to disclose and set up any claim that they or either of them may have in or to said lands and that said claims be adjudged null and void, that plaintiff may be adjudged the owner thereof freed from all claims of any estate or interest therein of the said defendants and that his title thereto may be quieted against the same and for all relief he may be entitled to in law or in equity. Said defendants are required to answer on or before the 30th day of July, 1892.

Printers Form 61.

Thomas C. Hatcher by Cole & Bales, his 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, said publication beginning with June 2nd, 1892. A. J. Ware.

Sworn to and subscribed before me this 19th day of September, 1892. R. M. Crony, Clerk of Court.

Afterward, on the 27th day of September, 1892, the following entry was made on the Journal by the Clerk of said Court, to-wit:

State of Ohio,
Union County ss: In the Court of Common Pleas.
Thomas C. Hatcher, Plaintiff
vs.

Journal 16, Page 224.

David Duncan, the unknown heirs, devisees & legatees of David Duncan, David Duncan Jr. the unknown heirs of David Duncan Jr. son of David Duncan, Margaret Holvey, the unknown heirs of Margaret Holvey, Hannah Finley, the unknown heirs of Hannah Finley, John Finley, the unknown heirs of John Finley, Samuel B. Finley, the unknown heirs of Samuel B. Finley, David D. Finley, the unknown heirs of David D. Finley, Elizabeth Ann Farris, the unknown heirs of Elizabeth Ann Farris, Hannah Sarah Findley, the unknown heirs of Hannah Sarah Findley, Maria Jane M^c Cabe, the unknown heirs of Maria Jane M^c Cabe, David M^c Cabe, the unknown heirs of David M^c Cabe, Fielding Belt, the unknown heirs of Fielding Belt, Margaret Belt, the unknown heirs of Margaret Belt, Margaret Belt Jr. the unknown heirs of Margaret Belt Jr., John F. Belt, the unknown heirs of John F. Belt, Joseph Belt, the unknown heirs of Joseph Belt, William Belt, the unknown heirs of William Belt, Jane Prater, the unknown heirs of Jane Prater, Benjamin Prater, the unknown heirs of Benjamin Prater, Abram Clark, the unknown heirs of Abram Clark, Lucy Clark, the unknown heirs of Lucy Clark, Margaret Chitsey, the unknown heirs of Margaret Chitsey, Rutherford Chitsey, the unknown heirs of Rutherford Chitsey, Hannah Ream, the unknown heirs of Hannah Ream, Solomon Ream, the unknown heirs of Solomon Ream, Mary Campbell, the unknown heirs of Mary Campbell, George Campbell, the unknown heirs of George Campbell, Mary Clark, the unknown heirs of Mary Clark, David Duncan, the unknown heirs of David Duncan, Samuel Duncan, the unknown heirs of Samuel Duncan, Robert Duncan, the unknown heirs of

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Now comes plaintiff and offers proof of publication of the pendency and prayer of the petition herein and the Court find said publication and proof to be in all respects regular and according to law and the former order of this Court, and hereby approves the same. The Court further find that at the time of bringing this action the said plaintiff was in the 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 one of them have any estate in or are en-

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6231

...titled 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 everyone of said defendants as prayed for in his petition. It is therefore adjudged and decreed that the title and possession of the said Thomas C. Hatcher to all and singular the premises in the petition described to wit: Situate in Liberty Township Union County, Ohio, and being part of Survey No. 3443 and bounded and described as follows, viz: Beginning at a stone in the center of the Dean road and south-west corner to lands formerly owned by Charles Toby: thence south 77 - E. 155. ⁶⁴ poles with the center of a County road to a stone north-west corner to J. R. Hodges land: thence S. 9 ³/₄ - N. 72. ² poles to a stone north-east corner to A. H. Dean's land: thence N. 77 ¹/₄ - W. 155. ²⁸ poles to a stone in the Dean road: thence S. 9 ³/₄ - N. 14. ⁰ poles to a stake where the East Liberty and Waldo road intersects said Dean road thence with the center of the East Liberty and Waldo road S. 57 ¹/₂ - W. 56. ⁷⁸ poles to a stone south-east corner to Uriah Cook's land: thence with said Cook's east land line N. 9 ¹/₂ - E. 135. ⁸ poles to a stone: thence S. 76. ¹/₂ - E. 39 poles to the place of beginning containing 109. ⁴⁵ acres of land, 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 forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of said Thomas C. Hatcher, his heirs or assigns thereto.

It is further ordered that the plaintiff pay the costs of this action taxed to \$ - - -, 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 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 9th day of November, in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to wit, on the 4th day of August 1891, George Graham filed in the Clerk's Office of the said Court of Common Pleas the following Petition against G. E. Thompson et al. to wit: George Graham, Plaintiff

Petition

vs.
 G. E. Thompson, ¹⁸⁹¹
 Nelson Thompson, Defendants

Court of Common Pleas,
 Union County, Ohio.

6231

Now comes the plaintiff George Graham and for cause of action against the defendants G. E. Thompson and Nelson Thompson says: That there is due to him from the said G. E. Thompson and Nelson Thompson on their one certain promissory note the sum of

two hundred dollars with interest at eight per cent. from July 31st 1890 of which promissory note the following is a copy with all credits and endorsements thereon.

" \$200⁰⁰ New Dover, July 31st 1890.
" One year after date we promise to pay to the order of George Graham two hundred dollars at 8% interest. Value received.
" (Signed) G. E. Thompson,
" Nelson Thompson.

That said note is wholly unpaid though far past due. Wherefore the plaintiff prays judgment against said defendants G. E. Thompson and Nelson Thompson for two hundred dollars with interest at the rate of eight per cent. from the 31st day of July, A. D. 1890 and for costs.
W. W. Merchant,
Attorney for George Graham.

State of Ohio,
Union County ss:

W. W. Merchant being first duly sworn says that he is the attorney of George Graham; that said action is founded on a contract in writing for the unconditional payment of money; and said written instrument is in his possession, and that the facts stated and allegations made are as he believes true.

Sworn to before me and signed by said affiant in my presence this 4th day of August, 1891. L. Piper,
Probate Judge.

Precept To the Clerk:

Issue a Summons for each of the defendants G. E. Thompson and Nelson Thompson to the Sheriff of Union County, Ohio, returnable according to law. Endorse said writ, "Action for money only. Amount claimed two hundred dollars with interest at 8% from July 31st 1890 and costs."
Filed August 4th, 1891.
W. W. Merchant,
Attorney for Plaintiff.

Summons

6231 Afterward, on the 4th day of August, 1891, a Summons was issued by the Clerk of said Court indorsed as follows:

The State of Ohio,
Union County To the Sheriff of Union County:
You are hereby commanded to notify G. E. Thompson and Nelson Thompson that they have been sued by George Graham in the Court of Common Pleas of Union County, and must answer by the 5th day of September, 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 17th day of August, A. D. 1891.

Witness my hand and the seal of said Court, this 4th day of August A. D. 1891.
(Seal) R. McCreary, Clerk
By W. W. Winget, Deputy.
Endorsed: Action for money only. Amount claimed \$200⁰⁰ with 8% interest from July 31st 1890.

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And, on the 10th 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: State of Ohio

Service	30
A. d. l. Ofts.	15
Mileage	1 00
Copy	40
Total	1 85

Union County Sheriff's Return.
 Received this writ August 7th, A. D. 1891, at One o'clock P. M. and served same by leaving a true and certified copy thereof with the endorsements thereon at the usual place of residence of each of the within named defendants on the 7th day of August 1891.

Thomas Martin, Sheriff.

Entry
6231

Afterward, on the 11th day of November, 1891, the following Entry was made on the Journal by the Clerk of said Court to wit:

George Graham

vs

Journal 16, Page 45.

G. C. Thompson et al

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 find that the defendants G. C. Thompson and Nelson Thompson are indebted to the plaintiff George Graham in the sum of two hundred and twenty $\frac{36}{100}$ dollars with interest at eight per cent. from November 9th, 1891.

The Court further find that the defendant Nelson Thompson is surety. It is therefore considered by the Court that the plaintiff recover of the defendants the said sum of two hundred $\frac{36}{100}$ dollars ($220.\frac{36}{100}$) with interest at 8% from November 9th, 1891, and his costs herein expended taxed at \$-⁰⁰.

Attest
R M Levy 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 April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 8th day of December, 1891, Anna M. Nash filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William Nash
Anna M. Nash, Plaintiff.

Petition

vs

Court of Common Pleas,
Union County, Ohio.

William Nash, Defendant

6298

Plaintiff says that she has been a resident of the State of Ohio for more than a year last past and is now a bona-fide resident of Union County.

That on the 27th day of November A. D. 1890, she was married

To the defendant at Union County, Ohio. That she has always conducted herself as a faithful wife; that said defendant has been guilty of gross neglect of duty toward the plaintiff and has been frequently guilty of extreme cruelty toward her threatening to kill the plaintiff at different and various times, putting her in great fear and causing her to call in aid and assistance to prevent him from carrying out his threat. She further says that during their married life he has been almost continually under the influence of intoxicating liquors making him very cross and abusive and wasting all of his means of support by said debauchery. She therefore prays that upon the final hearing of this petition she be divorced from the defendant and that she be restored to her maiden name of Anna M. Salzgeber and recover her costs herein taxed, and for all proper relief. Anna M. Nash

Præcipe To the Clerk: by J. M. Kennedy, Atty.
 Issue Summons and copy of Petition directed to Sheriff of Champaign County, Ohio, returnable according to law for William Nash. Endorsed: "Divorce and restoration to maiden name prayed for." J. M. Kennedy, Attorney for Plaintiff.

Summon Afterward, on the 8th day of December, 1891, a Summons was issued by the clerk of said Court, indorsed as follows:

6298 The State of Ohio.
 Union County ss: To the Sheriff of Champaign County:
 You are commanded to notify William Nash that Anna M. Nash has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with cruelty and neglect, and 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 20th day of December, A. D. 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 8th day of December, A. D. 1891.

(Seal.) R. M. Leroy, Clerk.
 Endorsed: "Summons in Action for Divorce."

Sheriffs Return And on the 18th day of December, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6298	Service, 2 writs	\$ 60
	Copy,	16
	Mileage 32 (2 writs)	5 12
	Docket	10
	Indexing	10
	Return	30
	Postage	04
	Total	6 42

Received 12 o'clock - M. on the 9th day of December A. D. 1891, and on the 15th day of December, A. D. 1891, I served the same by handing the within named William Nash, a true copy thereof together with a certified copy of the petition filed in this case.
 M. B. Sarbe, Sheriff,
 By C. F. Ireland, Deputy.

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Entry

Afterward, on the 5th day of April, 1892, the following entry was made on the Journal by the Clerk of said Court, to-wit:

6298

Anna M. Nash

vs.

Journal 16, Page 161.

William Nash

This day this cause came on for hearing upon the petition of the plaintiff, the defendant being in default for answer or demurrer, and the Court being fully advised in the premises after hearing the - - to-wit: do find for the plaintiff as follows, to-wit:

- 1. That the parties were married on the 27th day of November, 1890.
- 2. That due notice of the pendency of this petition had been personally served on the defendant.
- 3. That the defendant has been guilty of gross neglect of duty and extreme cruelty as charged in the petition.

It is therefore ordered and adjudged by the Court that a decree of divorce be entered in favor of the plaintiff herein and that she be restored to her maiden name of Anna M. Salzgeber and recover her costs herein expended taxed at \$.

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 Honorable John A. Price, Judge of said Court of the term of April, to-wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, to-wit, on the 5th day of March 1892, Jeannette L. Davis filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George D. Davis.

Petition

Jeannette L. Davis, Plaintiff

vs.

Court of Common Pleas,

George D. Davis, Defendant.

Union County, Ohio.

6353

The plaintiff says she has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the County of Union. That on or about the 27th day of January 1878 she was married to the defendant. The following children have been born of such marriage: Ethel M. Davis, age 13 years (living), Ellen Davis would have been 11 years but is dead, only living 7 days; Artie E. H. Davis age 9 years old (living) Lester G. Davis age 5 years (living).

1st Cause. - - The defendant has for nearly two years been absent from plaintiff and for the last seven years has willfully neglected to provide plaintiff with the common necessaries of life, so that plaintiff has been compelled to live upon the charities of friends and her own exertions because of defendant's idleness

profligacy and dissipation, defendant was all of this time in receipt of good wages, and most of the time has been able to work and when defendant would work he was able to command good wages. Defendant at the time of said marriage was possessed of a small farm of 47 acres but by his dissipation and idleness all of said property was squandered save about \$300⁰⁰ or \$400⁰⁰ which was invested in a house and lot in Bayhalia of this County. That said defendant is still the owner of said house and lot and the same is of the value of about \$400⁰⁰ with a mortgage of \$50⁰⁰ on same to defendant's mother the money from said mortgage being used by said defendant and none of the same being used by this defendant for his said family.

Said defendant is one of four heirs who will inherit at the death of defendant's mother 100 acres of land in York Township, Union County, Ohio. Said land is of the value of \$400⁰⁰ and is now managed and controlled by said defendant's mother Mary Ellen Davis which is a part of the lands of said defendant's father Elsey H. Davis.

2^d Cause. - Said plaintiff further says that said defendant has been guilty of habitual drunkenness for three years last past. Wherefore plaintiff prays that she may be divorced from the defendant, and that she may be decreed reasonable alimony and the custody of said children, and that said defendant George D. Davis may be enjoined from interfering with the plaintiff in the custody of said children and from selling or conveying any of the lands mentioned in said petition or from encumbering the same in any way.

N. J. Hoopes, Attorney for Plaintiff.

State of Ohio,
Union County ss:

Said plaintiff being sworn says the facts and allegations made in the foregoing petition are as she believes true.
Jeannette L. Davis.

Sworn to and subscribed in my presence this 4th day of March, 1892.
Matthew Lingrel,

Justice of the Peace.

Precept To the Clerk:

Issue Summons on the above defendant directed to the Sheriff of Hardin County, Ohio. Endorsed: "Action for Divorce & alimony and custody of children, and injunction allowed".
N. J. Hoopes, Attorney for Plaintiff.

Order of Injunction

Jeannette L. Davis, Plaintiff
vs.
George D. Davis, Defendant
Before the Probate Judge
Union County, Ohio.
January Term, A. D. 1892.

Motion for temporary Injunction in the Court of Common Pleas, Union County, Ohio.

And now on this 5th day of March, 1892, came the plaintiff by N. J. Hoopes her attorney, and it being made to appear that said action is pending in the Court of Common Pleas

of said Court of Common Pleas, Union County, Ohio, and the Court of Common Pleas, Union County, Ohio, is allowed with the fees for conveying and encumbering the same to the plaintiff. Common Pleas, Union County, Ohio, allowed with the fees for conveying and encumbering the same to the plaintiff.

Summons

635-3

After by the Clerk of the State of Ohio, Union County, Ohio, by L. Davis & Co. Pleas of N. J. Hoopes which is returned from said Court of Common Pleas, Union County, Ohio, on the 14th day of March, 1892.

Sheriff's Return

635-3

returned as is as follows:

Service	
Copy	
Mileage	
Return	
Total	\$1.

Entry

635-3

After was made by Jeannette L. Davis vs. George D. Davis with due failed to

of said County, and that there is at this time no Common Pleas Judge within said County, the motion of the plaintiff for a temporary injunction was granted and was heard upon the petition of the plaintiff Jeannette L. Davis and the affidavit therein filed, and after hearing the argument of counsel and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant from interfering with the plaintiff in the custody of said children and from selling or conveying any of the lands mentioned in the petition or from encumbering the same in any way as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this case endorsed injunction allowed without bond. (Seal) Leonidas Piper, Probate Judge.

Summon

Afterward, on the 5th day of March, 1892, a Summons was issued by the Clerk of said Court, indorsed as follows:

635-3

The State of Ohio,
Union County, ss

To the Sheriff of Hardin County:

You are commanded to notify George D. Davis that Jeannette L. Davis 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 and cruelty, and asking that she be divorced from him, and that she had alimony and other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and she waits from and after the date of this writ. You will make due return of this summons on the 14th day of March A. D. 1892.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Warsaw the 5th day of March, A. D. 1892. (Seal) R. M. Leroy, Clerk.

Indorsed: "Summons in Action for Divorce, ^{3/4} alimony ^{3/4} custody of children. Injunction allowed."

Sheriff's Return

And on the 14th day of March, 1892, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows: Received 3 o'clock P. M. on the 8th day of March A. D. 1892,

635-3

Service	60	on the 11 th day of March A. D. 1892. I served the same by delivering to the within named George D. Davis a true copy of this writ and the indorsements thereon. And at the same time I delivered to the within named defendant a copy of the plaintiff's petition.
Copy	25	
Mileage	08	
Return	25	
Total	\$1 18	

A. S. Ramsey, Sheriff
by L. H. Wells, Deputy

Entry

Afterward, on the 4th day of May, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

635-3

Jeannette L. Davis
vs
George D. Davis

Journal 16, Page 158.

Now comes the plaintiff, and the defendant duly served with Summons and a copy of the petition herein and having failed to appear the Court find George D. Davis defendant in default.

for answer and demurrer to said petition and find that the allegations thereof are confessed by said defendant to be true. The Court also finds that that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at the time a bona-fide resident of the said County of Union and that the cause complained of took place in said County of Union and that the said parties were married as in said petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and habitual drunkenness for three years last past 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 Jeannette L. Davis and George D. Davis 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 confided to the said Jeannette L. Davis exclusively and the said George D. Davis is hereby enjoined from interfering in any manner with either of said children or with the said Jeannette L. Davis in her custody of them.

It is further ordered and adjudged that the said plaintiff Jeannette L. Davis have and possess as and for alimony the following described real estate, to wit: one house and lot in Byhalia Union County Ohio, bounded and described as follows: Commencing in the center of the Marysville and Benton pike and fifty feet south of a lot sold to the friends consisting of one acre: thence east 6" N. one hundred and eighty-five (185) feet to a stake: thence south parallel with the Marysville and Benton pike fifty (50) feet to a stake: thence westward parallel with the first line (185) one hundred and eighty-five feet to the center of the Marysville and Benton pike: thence north along said road fifty feet to the place of beginning containing one-fourth of an acre more or less.

And the said defendant George D. Davis is hereby ordered to convey said premises and the improvements thereon and all the appurtenances thereto appertaining and belonging to said plaintiff Jeannette L. Davis her heirs and assigns forever by a good and sufficient deed in fee-simple free from any right or claim of said defendant to any estate by courtesy or dower or otherwise therein. And it is further ordered that upon the failure of said defendant to execute said conveyance within five days from the entry hereof that this decree shall operate as such conveyance and in that case it is ordered that the Clerk cause so much of this decree to be recorded in the office of the Recorder of this County as will show such change of title. And it is further ordered and adjudged that said plaintiff do also have and possess and enjoy as and for alimony the following personal property, to wit: all her wearing apparel and all the household and kitchen furniture now in the

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Order of
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possession of said plaintiff and situate in the premises above described
 It is further ordered and adjudged that the defendant pay
 to the plaintiff as her reasonable alimony in money the sum of
 two hundred (200) dollars, and in default of any such payment
 for ten days execution is allowed to issue therefor.
 It is further ordered by the Court that the said plaintiff
 pay the cost of this proceeding and execution is awarded.

Attest
 A. M. Emery clerk

Order of
 Sale
 5657

Emily M. Adams, Admr. Plaintiff
 vs.
 Anna Gill, Henry D. Gill
 Mary Callahan, Defendants.

See Law Record 30, Page 437
 for beginning of Record in this
 case No. 5657.

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 24th day of
 September 1890 Emily M. Adams, Administrator of Susan Adams
 obtained a Judgment and Decree against Anna Gill and H. D. Gill
 for the sum of five hundred and eighty-six $\frac{3}{4}$ $\frac{30}{100}$ dollars and forty-
 eight $\frac{3}{4}$ $\frac{5}{100}$ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered
 adjudged, and decreed, that the said Anna Gill and H. D. Gill
 within five days from the 24th day of September, A. D. 1890 pay
 unto the said Administrator of the estate of Susan Adams, de-
 ceased, the said sum of five hundred and eighty-six $\frac{3}{4}$ $\frac{30}{100}$ dol-
 lars with interest from the 24th day of September, 1890, and costs
 aforesaid; and on default to pay the same, that an order of sale
 issue to the Sheriff of said County, commanding him to proceed
 according to the statute regulating Judgments and Executions
 at law, to sell the real estate described in the plaintiff's petition
 &c: And Whereas, the five days aforesaid have fully expired
 and the said sum of five hundred and eighty-six $\frac{3}{4}$ $\frac{30}{100}$
 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:
 And in the village of Richwood, Ohio, being all of lot number
 seventy-four (74). For further description see recorded Plat
 of said village.

We therefore command you, that you proceed to carry

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 30th day of September, A. D. 1890. R. M. Croy, Clerk.

Sheriff's Return returned said writ to the Clerk's Office in said County which return is as follows to-wit: The State of Ohio,

5607	Service	60
	Duty	50
	Sub. Appt.	1 20
	Swear. "	25
	Writing Appt.	30
	Copy of "	30
	Notice to Sr.	30
	Affidavit to "	30
	Writing Notice	30
	Mileage	3 20
	Poundage	11 01
	Return	25
	Total	18 57
	Appraiser's Fee.	3 00
	Printer's Fee.	10 33

Union County, ss: Received this writ the 30th day of September, A. D. 1890 and on the 1st day of October, A. D. 1890 I called an inquest of James Butler, Joseph Comer and M. W. Hill, 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: \$1100⁰⁰) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court. Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days, (to-wit: five consecutive weeks) before the day of sale by advertisement in the Richwood Gazette a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 1st day of November 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 then and there struck off and sold the same to James B. Adams for the sum of seven hundred and thirty-four dollars, he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Afterward, on the 4th day of November, 1890, the following Proof of Publication was filed with the Clerk of Court, to-wit: Emily M. Adams vs. Anna Gill et al On Order of Sale Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio on Saturday November 1st, 1890, at or about the hour of One o'clock P. M.

Proof of Publication
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on said day, the following described real estate, to-wit: Situated in the Township of Blairburne, County of Union and State of Ohio, and bounded and described as follows: In the village of Richwood, Ohio, being all of In lot N^o. 74. For further description see recorded Plat of said village.

Appraised at \$1100⁰⁰. Terms, Cash.

Thomas Martin, Sheriff Union County Ohio

The State of Ohio,
Union County, ss:

I, J. E. Graham, publisher, being duly sworn, say that the notice hereto attached was published in the Richwood Gazette on the 2nd day of October, 1890 and continued therein five consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

J. E. Graham.

Sworn to and subscribed before me, this 31st day of October 1890. (Seal) S. S. Gardiner, Notary Public.

Entry

5657

Afterward, on the 27th day of November, 1890, the following Entry was made on the Journal by the Clerk of said Court.
Emily M. Adams

Journal 15, Page 429.

Anna Gill et al

This day came on this cause to be heard on the motion to set aside the sale, and the appraisement made in this case; whereupon it appearing that one of the appraisers was not a freeholder, the Court order that said appraisement and sale be and the same is hereby set aside and this cause is continued under former order of sale.

Order of Sale

5657

Afterward, on the 11th day of December, 1890, an Order of Sale was issued by the Clerk of said Court, to-wit:

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 24th day of September, 1890, Emma M. Adams, Administratrix obtained a judgment and decree against Anna Gill and H. D. Gill for the sum of five hundred, eighty-six ²⁴/₁₀₀ ³⁰/₁₀₀ dollars, and forty-eight ²⁴/₁₀₀ ⁶⁵/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Anna Gill and H. D. Gill within five days from the 24th day of September, A. D. 1890 pay unto the said Emma M. Adams Administratrix the said sum of five hundred and eighty six ²⁴/₁₀₀ ¹³/₁₀₀ dollars with interest from the 24th day of September, 1890, and costs aforesaid; and, on default to pay the same that an order of sale issue to the Sheriff of said County, commanding him to proceed, according

to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiff's petition. And whereas, the five days aforesaid have fully expired, and the said sum of \$526.⁰⁰, 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, in the village of Richwood Ohio, being all of lot number seventy four (74). For further description see recorded plat of said village.

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

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 11th day of December A. D. 1890.

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

Sheriff's Return

5657

And on the 28th 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, Sheriff's Return.

Union County, ss: Received this writ the 11th day of December A. D. 1890 and on the 15th day of December A. D. 1890, I called on inquest of James Butler, W. H. Conkright and M. W. Hill 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: \$1100.⁰⁰) 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 Richwood Gazette a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 17th day of January 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

Service	\$ 60
Sum Appt.	1 20
Swear. "	25
Writing April	30
Copy of "	30
Notice to Ptr.	30
Affidavits "	30
Writing Notice	30
Mileage	2 88
Return	25
Total	6 68
Appraisers Fee	3 00

Proof of Publication

5657

and then Adams for she being than two
 Emily M. vs. Anna Gil
 Bay court of Common Pleas the north January 1 day, the Township bounded being all Plat of sa A. p
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Entry

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Order of Sale

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 House in day of S a judgm the sum forty-eig A
 ordered, H. D. Gill A. D. 1890 the said with in aforesaid of sale is to proceed

and then and there struck off and sold the same to Emily M. Adams for the sum of seven 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 Emily M. Adams
Publication
vs.
Anna Gill et al

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

5657 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 17th, 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 Claibourne, County of Union and State of Ohio, and bounded and described as follows: In the village of Richwood, Ohio, being all of In-lot No. 74. For further description see recorded Plat of said village.

Appraised at \$1100. Terms, Cash.

Thomas Martin, Sheriff Union County, Ohio.

This Publication was copied from the Sheriff's Order of Sale Record.

Entry

5657 Afterward, on the 9th day of February, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

Emily M. Adams.

vs.

Anna Gill et al

Journal 15, Page 458.

On motion of defendants the second sale and appraisement in this case are by consent of parties set aside and new appraisement ordered.

Order of Sale

5657 And, on the 6th day of April, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,

Union County, ss:

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 24th day of September, 1890, Emma M. Adams Administratrix obtained a judgment and decree against Anna Gill and H. D. Gill for the sum of five hundred and eighty-six $\frac{3}{4}$ $\frac{30}{100}$ dollars, and forty-eight $\frac{3}{4}$ $\frac{68}{100}$ dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed that the said Anna Gill $\frac{3}{4}$ H. D. Gill within five days from the 24th day of September, A. D. 1890 pay unto the said Emma M. Adams Administratrix the said sum of five hundred and eighty-six $\frac{3}{4}$ $\frac{30}{100}$ dollars with interest from the 24th day of September, 1890, and costs aforesaid; and on default to pay the same that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and

Executions at law, to sell the real estate described in the plaintiffs petition &c. And Whereas, the 5 days aforesaid have fully expired, and the said sum of five hundred and eighty six ⁰⁰/₁₀₀ 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 Richwood, Ohio, being all of In lot No 74 seventy-four. For further description see recorded Plat of said village

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court (Seal) at Marysville this 6th day of April, A. D. 1891.

R. M. Leary, Clerk.

And on the 19th day of May, 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, Sheriff's Return.

Sheriff's Return

5657

Service	60
Devy	50
Sum. Apris.	1 20
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Convey. "	75
Writing April.	30
Copy of April.	30
Notice to Oth.	30
Affidavit to.	30
Writing Notice	30
Mileage	3 20
Return	25
Total	\$7 50
Appraisers Fee	3 00
Printers Fee	

Union County, ss: Received this writ the 6th day of April A. D. 1891, and on the 14th day of April A. D. 1891, I called an inquest of W. H. Conkright, M. W. Hill, and James Butler 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: \$1025.00) 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 Richwood Gazette a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 16th day of May, A. D. 1891, at the door of the Court House in Marysville, Ohio, at the hour of One o'clock P. M.

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Proof of Publication was filed 5657

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Order of Sale

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was issit The Stat Union A WA House w ber, 1890. or decre hundred costs of se ordered, a H. D. Hill pay into of five h per cent. and upo to the St cording law, to se

of said day, the time and place of sale specified in said notice offered the within described real estate at public auction; and then and there said premises were not sold for want of bidders.

Thomas Martin, Sheriff.

Proof of Publication
5657

Afterward, on the 3rd day of June, 1891, a Proof of Publication was filed with the Clerk of said Court, to wit:

Emily M. Adams | Sheriff's Sale.
vs. | On Order of Sale.
Anna Gill 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 May 16th, 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 Clairborne, County of Union and State of Ohio, bounded and described as follows: Being in the village of Richwood Ohio, being all of Lot No. 74. For further description see recorded Plat of said village.

Appraised at \$1025⁰⁰. Terms of Sale, Cash.

Thomas Martin, Sheriff Union County

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 23rd day of April, 1891, and continued therein four 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 2nd day of June, 1891.

S. S. Gardiner, Notary Public.

(Seal)

Order of Sale
5657

Afterward, on the 26th day of May, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

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

Whereas, at a term of Circuit Court holden at the Court House within and for said County, upon the 24th day of September, 1890, Emma M. Adams, Administratrix obtained a judgment or decree against Anna Gill and H. D. Gill for the sum of five hundred and eighty-six ³/₄ ³/₁₀₀ dollars and forty-eight ³/₄ ⁶/₁₀₀ dollars costs of suit; And Whereas, it was then and there by said Court ordered, adjudged and decreed that the said Anna Gill and H. D. Gill within five days from the 24th day of September, A. D. 1890 pay unto the said Emma M. Adams, Administratrix the sum of five hundred and eighty-six ³/₄ ³/₁₀₀ dollars with interest at 6 per cent. from the 24th day of September 1890 and costs aforesaid; and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiff's petition to:

And Whereas, after the five days aforesaid have fully expired and the said sum of five hundred and eighty-six $\frac{2}{10}$ $\frac{30}{100}$ dollars and costs aforesaid, had not been paid, or any part thereof, as appeared to us of record, then in accordance with said order of the Court an order of sale issue out of this Court, on the 6th day of April A. D. 1891, under which the following lands and tenements were appraised, advertised and offered for sale, to wit: Situate in the village of Richwood, Union County, Ohio, being all of lot No. (74) seventy-four. For further description see recorded plat of said village. And whereas, no sale was had under said order.

We therefore command you that you proceed without delay to advertise and sell, according to the statute regulating sales on judgments and executions at law, the said premises above described under the appraisement had under the said former order of sale, to wit: \$1025⁰⁰. (And whereas, no sale was had under said order. We therefore command you, that you proceed without delay to advertise and sell according to the statute regulating sales on judgments and executions at law, the said premises above described, under the appraisement had under the said former order of sale, to wit \$1025⁰⁰.) and the moneys arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness my name and seal of said Court, this 26th day (Seal) of May, A. D. 1891. R. McCrory, Clerk.

And on the 25th 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	30
Notice to Ctr.	30
Affidavit of Ctr.	30
Writing Notice	30
Mileage	3 20
Return	25
Total	4 65

The State of Ohio, Sheriff's Return
 Union County, ss: In obedience to the command of the order of sale hereto anneted, I did, on the 4th day of June 1891, caused to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in said County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 4th day of July 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 to said notice, I did on said 4th day of July 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.

Said premises was not sold for want of bidders.
 Thomas Mattin, Sheriff.

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Sheriff's Return

5657

Proof of Publication
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Motion
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Entry
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Proof of Publication

Afterward, on the 8th day of July, 1891, a Proof of the Publication was filed with the Clerk of said Court, to wit:

Emily M. Adams

Sheriff's Sale

5657

vs.

On Order of Sale.

Anna Gill 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 Marietta, Ohio, on Saturday July 4th, 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 Claiborne, County of Union, and State of Ohio, bounded and described as follows: Being in the village of Richmond, Ohio, being all of Tr. Lot N^o 74. For further description see recorded plat of said village.

Appraised at \$1025.⁰⁰

Terms of Sale, Cash.

Thomas Martin, Sheriff.

The State of Ohio,

Union County, ss.

I, Mrs. F. A. Graham, publisher, being duly sworn, say that the notice hereto attached was published in the Richmond Gazette on the 4th day of June 1891, and continued therein five consecutive times, 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 seventh day of July, 1891.

(Seal) S. S. Gardner, Notary, Public.

Motion

Afterward, on the 25th day of August, 1891, the following motion was filed with the Clerk of said Court, to wit:

Emily M. Adams Adm^r.

Court of Common Pleas,

5657

vs.

Union County, Ohio.

Anna Gill et al

The plaintiff moves the Court to set aside the appraisement in this case and order a new one for the reason that said property has been twice offered and remains unsold for want of bidders.

J. W. Robinson

S. S. Gardner Attorneys for Plaintiff.

Entry

Afterward, on the 25th day of August, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Emily M. Adams Adm^r.

Journal 15, Page 567.

5657

vs.

Anna Gill et al

This cause coming on for hearing on the motion to set aside the appraisement of the real estate levied on in this action, and on consideration thereof and good cause shown it is ordered that the said appraisement be and it is hereby set aside and a new appraisement is ordered.

Order of Sale

Afterward, on the 2^d day of September, 1891, an Order of Sale was issued by the Clerk of said Court, to-wit:

The State of Ohio,

5657

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 24th day of September 1890 Emma M. Adams, Administratrix, obtained a judgment and decree against Anna Gill, and H. D. Gill for the sum of five hundred and eighty-six ³/₄ ³/₁₀₀ dollars, and forty-eight and ⁶⁸/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Anna Gill and Henry D. Gill within five days from the 24th day of September A. D. 1890 pay unto the said Emma M. Adams, Administratrix the said sum of five hundred and eighty-six ³/₄ ³/₁₀₀ dollars with interest from the 24th day of September 1890, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiff's petition &c: And Whereas, the five days aforesaid have fully expired, and the said sum of five hundred and eighty-six ³/₄ ³/₁₀₀ 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 Richwood, Ohio, being all of lot seventy-four (74). For further description see recorded Plat of said village.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 2^d day of September, A. D. 1891. R. McBrody, Clerk.

Sheriff's Return

5657

And on the 10th day of October, 1891, 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 the 2^d day of September A. D. 1891, and on the 7th day of September A. D. 1891, I called on inquest of T. H. Biddle, W. H. Conkright and John Wiley, three disinterested freeholders and residents of the County, and caused the within described real estate to be duly appraised on their oaths; they on same day returned to me an estimate of the value thereof, (to-wit: \$800⁰⁰) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named

Court. sale of said consecutive Gazette a circulation attached.

Service Levy Sum. Apis. Swear. " Convey. " Writing April Copy of " Notice to Otr. Affidavit to Writing Notice Mileage Poundage Return Total Appraisers'

the Court the north October 10th following. Chaitown as follows: No. 74: F.

Entry

5657

Appra Copied from with the Emily M. Anna G.

to confirm aside said premises a sustains sale be co deliver to conveying And pay the it is furth

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

Service	60	Court House, in Marysville, Ohio, at the hour of One
Devy	1 00	o'clock P. M. of said day, the time and place of sale
Sum. Apris.	1 20	specified in said notice, I offered the within described
Swear. "	25	real estate at public auction; and there and there
Convey. "	1 00	struck off and sold the same to Robert Smith for the
Writing April.	30	sum of five hundred and thirty-five dollars (\$535 ⁰⁰)
Copy of "	30	he being the highest bidder therefor, and the sum
Notice to Otr.	30	bid being more than two-thirds of the appraised
Affidavit to Otr.	30	value. Thomas Martin, Sheriff.
Writing Notice	30	
Mileage	3 20	
Poundage	8 03	
Return	25	
Total	17 83	
Appraiser's Fee.	3 00	

Proof of Publication.

Emily M. Adams vs. Anna Gill et al
 On Order of Sale
 Court of Common Pleas,
 Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, October 10th, 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 Chaboune, County of Union and State of Ohio, bounded and described as follows: Being in the village of Richmond, Ohio, being all of In Lot No. 74: For further description see recorded Plat of said village. Appraised at \$800⁰⁰. Terms of sale, cash. Thomas Martin, Sheriff.

Entry 56 57 Copied from the Sheriff's Order of Sale Record? Union County, Ohio.
 Afterwards, on the 11th day of November, 1891, an Entry was filed with the Clerk of said Court, to wit:
 Emily M. Adams vs. Anna Gill et al
 Journal 16, Page 42.

This day came on for hearing this case on motion of plaintiff to confirm sale made herein and on the motion of defendants to set aside said sale. Whereupon the Court being fully advised in the premises does hereby overrule said motion to set aside said sale and sustains said motion to confirm the same.

Whereupon it is considered and ordered by the Court that said sale be confirmed and the Sheriff is hereby ordered to execute and deliver to Robert Smith the said purchaser a deed in fee simple conveying to him and his heirs the said lot No. 74 in Richmond, Ohio. And it is ordered that out of the purchase money the Sheriff pay the costs herein and the taxes now due on said premises, and it is further ordered and adjudged by the Court that the Clerk

of this Court enter a cancellation on the Record of Mortgages in this County, of the mortgage foreclosed in this case.

And it is further ordered and adjudged by the Court that an award of execution be made as provided by law for the balance due plaintiff from defendants on the decree in this case. To all of which defendants except.

Entry
5657
Afterward, on the 5th day of December, 1891, the following Entry was made on the Journal by the Clerk of said Court.

Emily M. Adams Adm'or.

vs.

Journal 16, Page 86.

Anna Gill et al

This day this cause came on to be further heard by the Court and thereupon the Court being fully advised that after the distribution of the proceeds of the property sold in this case there still remains due the plaintiff the sum of \$355.¹⁷ from defendants on the decree rendered by the Circuit Court in this case.

Whereupon it is ordered and adjudged by the Court that execution issue as upon judgment at law against Anna Gill for said balance and costs hereafter to accrue. And the Court also order that the Sheriff deliver possession of said premises to said purchaser according to law.

Attest
A. 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 September, to-wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 30th day of July 1890, Moses Coe filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Jesse W. Good et al. to-wit:

Moses Coe, Plaintiff

In Court of Common Pleas,
Union County, Ohio.

vs.
Jesse W. Good, Sarah
Abraham, Minty Abraham
& P. S. Donovan, Defendants

Action to Marshal liens
sell Real Estate.

The plaintiff says; That on the 24th day of June, A. D. 1892, by the consideration of the Court of Common Pleas of Union County, Ohio said plaintiff recovered a judgment against said defendants, Jesse W. Good, Sarah Abraham, and Minty Abraham in the sum of \$590.⁴¹ with interest on \$228.⁴⁷ thereof at 6% and interest on

Petition

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\$662.¹⁴ thereof at 8% from April 4th, A. D. 1892, and also \$8²⁵ his costs which said judgment is wholly unpaid and unsatisfied.

Said plaintiff further says that on the 26th day of July, A. D. 1892, an execution was duly issued on said judgment, and for want of goods and chattels whereon to levy, was on said day duly levied on the following described real estate, to-wit:

Situate in the Township of Allen, County of Union and State of Ohio, part of V. M. Survey, N^o 2667 described as follows: Lot N^o 1 as shown and designated upon plat of sub-division of lands of Robert V. Abraham deceased, filed in case N^o 3983, Emery M. Coe, Administrator vs. Heirs of Robert V. Abraham, Probate Court, Union County, Ohio, more fully described as follows: Beginning at a stone and pieces of crockery it being the most easterly corner of Robert V. Abraham's land, and in the line between Surveys N^o 2667, 2980: thence with said Survey line N. 50° - N. 116^{7/8} poles to a stake and stone: thence S. 57° - 15' - N. 142^{3/4} poles to a stone and pieces of crockery in the center of the Milford and North Darby gravel road: thence with the center of said gravel road S. 1° - N. 10^{1/2} poles: thence S. 8° - E. 54^{7/8} poles: thence S. 24° - E. 7^{1/2} poles: thence S. 31^{1/4} - E. 44^{3/4} to the north-westerly line of Luther A. Wood's land; thence with said Luther A. Wood's line N. 57° - 45' - E. 213^{3/4} poles to the beginning containing one hundred and twenty-nine (129) acres of land which levy still subsists.

Said plaintiff says further that said defendant, P. S. Donoran claims to have some lien or right in said premises, by reason of which claim said plaintiff is unable to effect a sale of said premises under said execution.

Wherefore, said plaintiff prays the Court that said claimant be compelled to set up his claim, if any he has in said property, or be forever barred, and that the Court will adjust the priority thereof and of plaintiff's said lien, and that said real estate may be ordered sold and the proceeds of such sale distributed among the claimants thereof according to their respective priorities as the same shall be found and ordered by the Court, and his costs expended in this behalf.

The State of Ohio,
County of Union S.S:

D. M. Gruber
James M. Campbell,
Attorneys for Plaintiff.

James M. Campbell being duly sworn on his oath says: that he is one of the attorneys for plaintiff in the above entitled case, and duly authorized; that said plaintiff, Moses Coe, is a non-resident of said County of Union; and that the facts stated in the foregoing petition are, as he believes, true.

James M. Campbell.

Subscribed and sworn to before me this 30th day of July
A. D. 1892. (Seal) R. McCroly, Clerk of Court of Common Pleas.

Moses Coe, Plaintiff

In Court of Common Pleas,
Union County, Ohio.

vs.
Jesse W. Good
et al. Defendants

To the Clerk of said Court: Issue Summons on the defendants

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Jesse W. Good, Sarah Abraham and Minty Abraham, to the Sheriff of Union County, Ohio, and on the defendant P. S. Donovan to the Sheriff of Champaign County, Ohio, and indorse "Action to Marshal liens and sell real estate." D. M. Gruber

By James M. Campbell, Attys. for. Plff.

Summons

Afterward, on the 30th day of July, A. D. 1892, a Summons was issued by the Clerk of said Court, indorsed, to wit:

6407

The State of Ohio,
Union County

To the Sheriff of Union County:

You are commanded to notify Jesse W. Good, Sarah Abraham³¹ and Minty Abraham that they have been sued by Moses Croe in the Court of Common Pleas of Union County, and must answer by the 27th day of August A. D. 1892, 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 8th day of August A. D. 1892.

Witness my hand and the seal of said Court, this 30th day of July A. D. 1892. R. M. Crory, Clerk.

Indorsed: "Action to Marshal liens and sell real estate."

Sheriff's

And on the 6th day of August, 1892, 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,

Ser. Return	30
Ad. Plffs.	30
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Copy	60
Total	\$3 20

Union County

Sheriff's Return

Received this writ July 30th, A. D. 1892, at 10 o'clock A. M. and served same by delivering a true and certified copy thereof with the endorsements thereon to each of the within named defendants on the 3rd day of August 1892. Thomas Martin, Sheriff.

Summons

Afterward, on the 9th day of August, 1892, a Summons was issued by the Clerk of said Court, indorsed, to wit:

6407

The State of Ohio,
Union County

To the Sheriff of Champaign County:

You are hereby commanded to notify P. S. Donovan that he and others have been sued by Moses Croe in the Court of Common Pleas of Union County, and must answer by the 10th day of September A. D. 1892, 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 15th day of August, A. D. 1892.

Witness my hand and the seal of said Court, this 9th day of August, A. D. 1892.

(Seal) R. M. Crory, Clerk.

Indorsed: "Action to Marshal liens and sell real estate."

Sheriff's

And on the 15th day of August, 1892, 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,
Champaign County

Sheriff's Return

Received this writ August 10th, A. D. 1892, at 9 o'clock A. M. and after

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Moses Croe
vs

Jesse W. Good
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Answer

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P. S. Donovan

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diligent search P. S. Donovan not found in any County. And this writ returned August 13th, 1892. M. B. Barber, Sheriff.
Dues Ser. ⁴ Return. 30, Copy. 16, Doc. 10, Mileage 16, Index 10, Post. 22, Total 94.

Moses Coe vs Jesse W. Good et al
Court of Common Pleas
Union County Ohio.

The issuance of summons and service waived and appearance entered this 16th day of August, A. D. 1892. P. S. Donovan.
By R. C. Corr, his Attorney.

Answer of Cross Petition
Afterward, on the 16th day of August, 1892, an Answer & Cross Petition was filed with the Clerk of the Court, to wit:

Moses Coe, Plaintiff vs Jesse W. Good, Sarah S. Abraham, Minty A. Abraham, P. S. Donovan Defendants.
Court of Common Pleas,
Union County, Ohio.

The defendant P. S. Donovan for answer to plaintiff in foregoing entitled cause and for cross-petition against the defendants Sarah Samantha Abraham and Minty A. Abraham in particular and against all other defendants herein, says:

1st Cause of Action:

On the 15th day of April, A. D. 1892, the defendants Sarah Samantha Abraham and Minty A. Abraham made and delivered to this answering defendant their promissory note of that date and thereby for value received promised to pay to this defendant or order the sum of fifteen hundred dollars in three years after date with seven per cent. interest per annum payable annually from date. A copy of said note is hereto attached and marked "Exhibit A." and made part hereof. That this defendant is now owner of said note, and no part thereof, or interest thereon has been paid and no offsets exist against same.

2nd Cause of Action:

This answering defendant for Second Cause says: On the 15th day of April, A. D. 1892, the defendants Sarah Samantha Abraham and Minty A. Abraham made and delivered to answering defendant (P. S. Donovan) their promissory note of that date and thereby for value received promised to pay to this defendant (P. S. Donovan) or order, the sum of fifteen hundred (\$1500.) dollars in five years after date with interest from date at rate of seven per cent. per annum payable annually from date.

A copy of said note is hereto attached marked "Exhibit B." and made part hereof. That this defendant P. S. Donovan is now the owner of said note, and that no part thereof, or interest thereon has been paid and no offsets exist against same.

This defendant further says: That in order to secure the payment of said note set forth in 1st cause herein, and also the note set forth in 2nd cause herein according to the terms thereof the said

defendants Sarah Samantha Abraham and Minty Allina Abraham executed and delivered their mortgage deed on the 15th day of April A.D. 1892 to said defendant P. S. Donovan and thereby they conveyed in fee simple the following described real estate.

Situate in Allen Township, Union County, Ohio, part of Virginia military Survey N^o. 2667 described as follows: Lot N^o. 1 as shown and designated upon plat of subdivision of lands of Robert V. Abraham deceased filed in case 3753 Emery M. Coe Administrator vs. Heirs of R. V. Abraham, Probate Court, Union County, Ohio, more fully described as follows: Beginning at a stone and piece of crockery it being the most easterly corner of Robert V. Abraham land and in the line between surveys 2667 & 2750: thence with said Survey lines N. 50° W. 116 ⁷⁶/₁₀₀ poles to a stake and stone: thence south 57° 15' W. 147 ⁷⁰/₁₀₀ poles to a stone and piece of crockery in the center of the Milford and North Darby gravel road: thence with the center of said gravel road south 1° west 10 ⁶⁹/₁₀₀ poles: thence south 8° east 54 ⁷⁰/₁₀₀ poles: thence south 24° east 7 ²⁰/₁₀₀ poles: thence south 31 ¹²/₁₀₀ - E. 44 ⁵⁰/₁₀₀ poles to the north-west line of Luther A. Woods land: thence with said Luther A. Woods line N. 57° 45' east 213 ⁷²/₁₀₀ poles to the beginning containing 127 acres of land.

That the condition in said mortgage provided that if said Sarah S. Abraham and Minty A. Abraham shall pay or cause to be paid unto P. S. Donovan or order their two certain promissory notes of even date, one note due in 3 years after date in amount fifteen hundred dollars, one note in amount fifteen hundred dollars due in five years after date, each bearing interest from date at rate of seven per cent. per annum payable annually with proviso that if any installment of interest remains unpaid for 30 days after due then the whole principal shall become due with accrued interest, with interest thereon at rate 7 per cent. shall become due and payable. That at date execution of said --- said grantors were unmarried.

This defendant P. S. Donovan avers said mortgage was duly filed for record with the Recorder of Union County, Ohio, on April 15th, 1892, at 5 P. M. and was recorded in the Mortgage Record N^o. 31 Pages 341 & 342 of said County.

Wherefore this defendant (P. S. Donovan) prays that his interests herein may be protected. That in event the said mortgage premises or any part thereof, be sold herein, that the proceeds arising from such sale or sales, be applied under the order of this Court to payment of this defendant (P. S. Donovan) mortgage claim, as his claim is the first and best lien on said premises (after taxes and costs). And he prays for all other or further relief to which he may be entitled either in law or equity.

R. C. Horr,
Attorney for P. S. Donovan

The State of Ohio,
Union County ss:

R. C. Horr being duly sworn says he is the attorney of said defendant P. S. Donovan; that said P. S. Donovan is not a

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Entry
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resident of said Union County, or of the State of Ohio; and that he believes the facts stated in the foregoing answer and cross-petition are true. R. C. Horn.

Sworn to before me and subscribed in my presence this 16th day of August, A. D. 1892. (Seal) R. M. Crony, Clerk of Court.

Copy of note.

\$1500. Marysville, Ohio, April 15th, 1892.
Three years after date we promise to pay to the order of P. S. Donovan fifteen hundred dollars value received with interest at seven per cent. per annum payable annually, principal and interest payable at Citizens National Bank, Urbana, Ohio. It is agreed that if any installment of interest remains unpaid for 30 days after the same is due then the whole principal of this obligation with the unpaid accrued interest thereon at the rate of seven per cent. per annum shall become due and payable. Sarah Samantha Abraham Minty Altina Abraham

Copy of note.

\$1500.⁰⁰ Marysville, Ohio, April 15th, 1892.
Five years after date we promise to pay to the order of P. S. Donovan fifteen hundred dollars value received with interest at seven per cent. per annum payable annually, principal and interest payable at Citizens National Bank Urbana, Ohio. It is agreed that if any installment of interest remains unpaid for 30 days after the same is due then the whole principal of this obligation with the unpaid accrued interest thereon at the rate of seven per cent. per annum shall become due and payable. Sarah Samantha Abraham Minty Altina Abraham

Entry

Afterward, on the 14th day of September, 1892, an entry was made on the Journal by the clerk of said Court, to wit:

6407

Moses Cox, Plaintiff
Vs.
Jesse W. Good et al
Defendants

Journal 16, Page 217.

This day this cause came on to be heard by the Court on the petition of the plaintiff, and the answer and cross-petition of the defendant P. S. Donovan, the said defendants Jesse W. Good, Sarah Abraham and Minty Abraham, being in default for answer and demurrer to said petition and to said cross-petition, and the Court being fully advised in the premises doth find as follows, to wit: 1st That said plaintiff did on the 24th day of June A. D. 1892 recover a judgment in this Court against said defendants Jesse W. Good, Sarah Abraham, and Minty Abraham, in the sum of \$890.⁰⁰ with interest on \$228.⁰⁰ thereof at 6% and \$662.⁰⁰ thereof at 8% from April 4th, 1892, and his costs expended in that behalf taxed at \$8⁷² as alleged in said petition; and

2nd That said judgment, with interest and costs as aforesaid, is wholly unsatisfied and unpaid, and that the execution levied upon the premises described in said petition on the 26th day of July A. D. 1892, as alleged, still subsists as a levy upon said premises; and

3rd That, except what may be hereafter found due to the State &c;

for taxes on the premises aforesaid, if anything, the priority of the liens of the parties hereto, upon said premises is as follows, to-wit:

1°. The said O. S. Donovan, defendant, has the first and best lien upon the premises aforesaid under his said mortgage set forth in his said cross-petition; and

2°. The said Moses Coe, plaintiff has the second and next best lien upon the premises aforesaid by virtue of his said judgment.

Wherefore it is adjudged by the Court that said plaintiff is entitled to an order of sale on said premises as prayed in his petition and that he recover of the said defendants Jesse N. Good, Sarah Abraham and Minty Abraham, his costs in this behalf expended taxed at \$ --- for which execution is awarded.

And it is further ordered by the Court that, unless the said defendants pay, or cause to be paid plaintiff's said judgment and costs, with the costs hereof, within one day from the date of the entry hereof, an order of sale issue to the Sheriff of said County commanding him as such Sheriff, to cause said premises to be appraised, advertised and sold as upon recitation, and that he bring the proceeds of such sale into Court to be distributed according to its further order.

Order of Sale
Afterward, on the 26th day of September, 1892, an Order of Sale was issued by the Clerk of said Court, to-wit:

The State of Ohio,

6407 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 14th day of September, 1892, Moses Coe, obtained a judgment and decree against Jesse N. Good, Sarah Abraham and Minty Abraham for the sum of eight hundred and ninety and ¹/₁₀₀ dollars, and eighteen ³/₄ ²/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged and decreed, that the said Jesse N. Good, Sarah Abraham and Minty Abraham within one day from the 14th day of September, A. D. 1892, pay unto the said Moses Coe, his judgment, and to the Clerk of this Court, the costs and taxes, the said sum of eight hundred and ninety and ¹/₁₀₀ dollars with interest from the 4th day of April, 1892, 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 has fully expired, and the said sum of eight hundred and ninety and ¹/₁₀₀ dollars, and costs aforesaid have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements situate in Union County, Ohio, to-wit: In the Township of Allen and part of V. M. Survey N^o 2669 described as follows: Lot N^o 1 as shown and designated upon plat of sub-division of lands of Robert

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V. Abraham, deceased, filed in case No. 3773, Emory M. Crox, Administrator vs. Heirs of Robert V. Abraham, Probate Court of Union County, Ohio, more fully described as follows: Beginning at a stone and pieces of crockery, it being the most easterly corner of Robert V. Abraham's land and in the line between surveys No. 2669 and 2970: thence with said Survey line N. 50° - N. 116⁷⁶ poles to a stake and stone; thence S. 57° - 15' - N. 148⁷⁰ poles to a stone and pieces of crockery in the center of the Milford and North Darby gravel road; thence with the center of said gravel road S. 1° - N. 10⁴⁸ poles; thence S. 9° - E. 54⁷⁰ poles; thence S. 24° - E. 7⁷⁰ poles; thence S. 31¹⁴ - E. 44⁷⁰ poles to the north-westerly line of Luther A. Woods land; thence with said Luther A. Woods line N. 57° - 45' - E. 213⁷⁰ poles to the beginning containing one hundred and twenty-nine (129) acres of land.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate under the statute regulating sales 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
 (Seal) Common Pleas, and the seal of said Court, at Marysville
 this 26th day of September, A. D. 1892.
 R. M. Crox, Clerk.

Sheriff's Return. And on the 17th day of November, 1892, 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.

6407	Service	60	Union County, ss: Sheriff's Return.
	Levy	1 00	Received this writ the 26 th day of September.
	Sum. Apers.	1 20	A. D. 1892, and on the 4 th day of October A. D. 1892 I
	Swear. "	25	called an inquest of Isaac Brodrick, Stanton
	Convey "	1 50	Marsh and John Wiley three disinterested freehold-
	Writing April.	30	ers and residents of the County and caused
	Copy of " "	30	the within described real estate to be duly apprais-
	Notice to Ptr.	30	ed on their oaths; they on the same day re-
	Affidavit to Ptr.	30	turned to me an estimate of the value thereof
	Writing Notice	30	(to wit: \$45 ⁰⁰ per acre) under their hands and
	Mileage	2 40	seals, a copy of which I forthwith deposited with
	Poundage	46 02	the Clerk of the within named Court.
	Return	25	Thereupon I caused public notice of the
	Total	54 72	time and place of sale of said real estate to be
	Appraisers Fee	3 00	given for more than thirty days, (to wit: five
	Printers Fee	15 00	consecutive weeks) before the day of sale by

advertisement in the Marysville Tribune a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 12th day of November A. D. 1892 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 Robert J. Easton for the sum of thirty one dollars and eighty cents (\$31.⁸⁰) per acre, he being the highest bidder therefor, and the sum bid being more than two thirds of the appraised value. Thomas Martin, Sheriff.

Moses Cox
vs.
Jesse W. Good et al

Sheriff's Sale
On Order of Sale

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday November 12th, 1892, at or about the hour of one o'clock P. M. on said day the following described real estate, to wit: Situated in the Township of Allen County of Union, and State of Ohio, and bounded and described as follows. Being part of V. M. Survey N^o 2669, described as follows: Lot N^o 1 as shown and designated upon plat of subdivision of lands of Robert V. Abrahams, deceased, filed in case N^o 3983, Emery M. Esc, Administrator, vs. Heirs of Robert V. Abrahams, Probate Court, of Union County, Ohio, more fully described as follows: Beginning at a stone and pieces of crockery, it being the most easterly corner of Robert V. Abrahams, and in the line between Surveys N^o 2669 and 2980: thence with said surveyline north 50° west 116 ⁷/₁₀₀ poles to a stake and pieces of crockery in the center of the Milford and North Darby gravel road; thence with the center of said gravel road south 1° west 10 ⁶⁸/₁₀₀ poles; thence south 8° east 54 ⁴⁰/₁₀₀ poles; thence south 24° east 9 ²⁰/₁₀₀ poles; thence south 31 ¹/₄ east 44 ⁷/₁₀₀ poles to the north westerly line of Luther A. Woods land; thence with said Luther A. Woods line north 57° 45' east 213 ⁷/₁₀₀ poles to the beginning containing one hundred and twenty-nine (129) acres of land.

Appraised at \$45⁰⁰ per acre. Terms of Sale, Cash.
October 12th, 1892, - 5 W. Thomas Martin, Sheriff, Union County, Ohio.

Entry
6407

Afterward, on the 5th day of December, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Moses Cox
vs.
Jesse W. Good et al

Journal 16, Page 254.

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 Robert J. Easton, by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the

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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 such purchaser in possession of said premises. It is further ordered that the clerk cause satisfaction of the mortgage herein set forth on cross-petition 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 \$4102.²⁰ It is ordered that the Sheriff out of the money in his hands, pay

1. To the Treasurer of said County, the taxes against said property, to wit, the sum of \$--
2. The costs of this action taxed at \$--
3. To the cross-petitioner P. S. Donovan, or his attorney, the amount heretofore found due him, with interest to day of sale, to wit \$--
4. To plaintiff, Moses Cox, the amount heretofore found due him with interest to day of sale, to wit, \$--
5. To defendants Sarah and Armintha Abraham the balance of the money remaining in his hands, if any there be, to wit, \$--

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 September, to wit, on the 12th day of September, in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 12th day of July, E. A. Fuller, filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Margaret Nash et al.
E. A. Fuller, Plaintiff.

Petition

vs.

Court of Common Pleas.

1399

Margaret Nash, ^{my} Fanny
Nash her husband,
Fanny Lamb ^{my}
Hockett Bros. ^{my} Paintenny

Union County, Ohio.

First Cause of Action: The defendant Margaret Nash is indebted to plaintiff on a promissory note of which the following is a copy. There are no credits or indorsements thereon.

" \$ 236.⁰⁰ Clintonville, April 14th, 1887.

" One year after date promise to pay to E. A. Fuller, or order two hundred and thirty-six dollars. Value received at with interest at 8 per cent. per annum payable annually. "Margaret Nash."

" No^o - - One.

" P. O. Marysville.

" Secured by mortgages on land in Union County, Ohio.

There is due on such note the sum of two hundred and thirty six dollars which plaintiff claims with interest at eight per cent. per annum payable annually from April 14th, 1887.

Second Cause of Action:

At the time of delivering said note and to secure the payment of the same the defendant Margaret Nash executed and delivered to said plaintiff her mortgage deed conveying the following described real estate situated in the County of Union, in the State of Ohio and in the Township of Dover and in the U. M. Survey N^o. 5427 bounded and described as follows: Beginning at a stone corner of M^o. Kelvey's land and in the County road; thence with said M^o. Kelvey's west line S. 7^o E. 166 poles to a stone in the line of S. Beck's land; thence with his line S. 81^o W. 13⁷/₁₀ poles to a stone corner of W. Belville's; thence with his line N. 7^o W. 166 poles to a stone in the County road and another corner of Belville's land; thence with said road N. 81^o E. 12⁷/₁₀ poles to the beginning containing 13 acres and 78 perches of land, more or less.

Said mortgage was conditioned "that if the said Margaret Nash shall pay or cause to be paid unto the said C. S. Fuller her one promissory note of even date herewith when the same shall become due with the interest when due for two hundred and thirty six dollars (\$236⁰⁰) payable one year after date with interest at 8 per cent. per annum payable annually, then these presents shall be void otherwise to be and remain in full force and virtue in law forever."

On the 15th day of April, 1887, at One o'clock P.M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded in Volume 25, Page 90 of his records and is the first, best, and a subsisting lien on said premises.

Wherefore plaintiff asks judgment against the said defendant Margaret Nash in the said sum of two hundred and thirty six dollars with interest thereon at 8 per cent. per annum payable annually from the 14th day of April 1887; that said mortgage may be foreclosed and said premises sold and the proceeds applied to the payment of said judgment and for his costs herein.

Third Cause of Action:

The defendants Margaret Nash and Mary Nash as principals, and Fanny Lamb and Hockett Brothers & Punterney as endorsers are indebted to plaintiff on a promissory note of which the following is a copy. There are no credits or indorsements thereon.

" \$50⁰⁰ Plain City, Ohio, February 8th, 1886.

" One year after date we or either of us promise to pay to the order of Fanny Lamb fifty dollars. Value received with 8% interest from date.

Attest: J. M. Roud.

Margaret Nash
Mary X Nash

Endorsed by "Fanny Lamb" and "Hockett Bros. & Punterney".
The defendants Hockett Bros. & Punterney are a firm doing business under that name in the State of Ohio.

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Plaintiff is the sole legal bona-fide owner and holder of said note for value. There is due plaintiff from said defendants the said sum of fifty dollars which he claims with interest from February 8th, 1886 at 8% per annum. At the time of delivering said note and to secure the payment of the same the defendants Margaret Nash and Fanny Nash her husband executed and delivered to said Fanny Lamb their mortgage deed conveying the following real estate which is the same described in the Second Cause of Action herein, to wit: Situated in the County of Union in the State of Ohio and in the Township of Dover and in V.M. Survey N^o: 5497.

Beginning at a stone corner of M^o: Welvey's land and in the County road: thence with M^o: Welvey's west line S. 9^o E. 116 poles to a stone in the line of S. Beck's land: thence with his line S. 81^o W. 13^o poles to a stone corner to N. Bellwills lot: thence with his line N. 9^o W. 166 poles to a stone in the County road and another corner of Bellwills land: thence with said road N. 81^o E. 12^o poles to the beginning, containing 13 acres and 78 poles more or less.

Said mortgage was conditioned "that if the said Margaret Nash and Fanny Nash shall pay or cause to be paid unto the said Fanny Lamb a certain promissory note of which the following is a copy: \$50⁰⁰. Plain City, Ohio, February 8th, 1886.

Copy of Note. "One year after date we or either of us promise to pay to the order of Fanny Lamb fifty dollars value received with 8% interest from date. (Signed) Margaret Nash
Fanny Nash.

Now if the said Margaret Nash and Fanny Nash shall well and truly pay or cause to be paid unto the said Fanny Lamb or her assigns the above described note with interest thereon according to the terms and tenor of the same then these presents shall be void otherwise to be and remain in full force and virtue in law forever."

On the 26th day of August, 1887, at 3¹/₂ o'clock P.M. said mortgage was duly left for record at the Recorder's Office in said Union County, Ohio, and was duly recorded in Volume 25, Page 270 of his records, and is a good valid and subsisting lien upon said premises to secure to plaintiff the payment of said note and interest.

The said Fanny Nash, Fanny Lamb, Hockett Bros. & Puntenney claim to have some interest in said real estate.

Plaintiff therefore prays that said Fanny Nash, Fanny Lamb and Hockett Bros. & Puntenney be made parties defendant herein and compelled to set up their respective interests if they have any or be forever barred. And plaintiff further prays that said mortgage may be foreclosed and said premises sold the priorities of liens determined and the proceeds applied toward the payment of said note and interest according to its priority after paying the note and interest set forth in the 1st cause of action herein, for his costs and for such further and proper relief as he is entitled to in equity and law.

E. A. Fuller
By F. A. Owen, his Attorney.

State of Ohio,
Union County ss:

F. A. Owen being duly sworn says that he is the attorney of the plaintiff duly authorized herein. That the above pleading is founded upon written instruments for the payment of money which instruments are now in affiant's possession. That the plaintiff is not a resident of and is absent from this County, and that the facts stated in the above pleading are as affiant believes true.

F. A. Owen.

Sworn to before me and signed in my presence by F. A. Owen this 11th day of July, 1892. (Seal) J. E. Griffith, Notary Public.

Thru

Pracipe E. A. Fuller, Plaintiff

vs.

6397 Margaret Nash, Defendant et al.

To the Clerk: Issue Summons on the within defendants Margaret Nash and Tary Nash directed to the Sheriff of Union County, Ohio, endorsed: "Action for money and foreclosure of mortgage. Amount claimed \$286.⁰⁰ with interest on 236.⁰⁰ thereof from April 14th, 1887, at 8% per annum payable annually, and on \$50.⁰⁰ thereof from February 8th, 1886, at 8% per annum returnable according to law. July 12th, 1892. F. A. Owen, Attorney for Plaintiff.

Summons

Afterward, on the 12th day of July, 1892, a Summons was issued by the Clerk of said Court, indorsed, to wit:

The State of Ohio,

6397 Union County, To the Sheriff of Union County:

You are hereby commanded to notify Margaret Nash and Tary Nash (impleaded with others) that they have been sued by E. A. Fuller in the Court of Common Pleas of Union County, and must answer by the 13th day of August A. D. 1892, 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 25th day of July A. D. 1892.

Witness my hand and the seal of said Court, this 12th day of July, A. D. 1892.

(Seal) R. McCrory, Clerk.

Endorsed: "Action for money and Foreclosure of Mortgage." Amount claimed \$286.⁰⁰ with interest on \$236.⁰⁰ from April 14th, 1887, at 8% per annum payable annually, on \$50.⁰⁰ from February 8th, 1886, at 8%.

And on the 16th day of July, 1892, 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

6399	Ser.'s Return	30
	Add. Lefts	15
	Mileage	1 60
	Copy	40
	Total	2 45

Union County Sheriff's Return.

Received this writ July 12th A. D. 1892, at 10 o'clock A. M. and served same by leaving a true and certified copy thereof with the endorsements thereon at the usual place of residence of each of the within named

Pracipe defendants
E. A. Fuller

6397 Margaret Nash, Tary Hockett B...

Clerk issued Tary upon the a firm of Hockett County, a mortgage. at 8% per \$50.⁰⁰ there according

Summons After

6397 The State Union Co

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Endorsed: claimed \$ April 14, annum.

Sheriff's Return

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Præcipe E. A. Fuller, Plaintiff vs. defendants on the 14th day of July, 1892. Thomas Martin, Sheriff.

6399 Margaret Nash, Fanny Nash, Fanny Lamb^{ms} Hockett Bros.^{ms} Puntenney Defendant Court of Common Pleas Union County, Ohio.

Clerk issue Summons in the above entitled case upon the defendant Fanny Nash directed to the Sheriff of Wood County, Ohio and upon the defendants Fanny Lamb^{ms} Hockett Bros.^{ms} Puntenney a firm doing business in the State of Ohio, under the firm name of Hockett Bros.^{ms} Puntenney directed to the Sheriff of Franklin County, Ohio, entitled an action for money and foreclosure of mortgage. Amount claimed \$286.⁰⁰ with interest on \$236.⁰⁰ thereof at 8% per annum from April 14th, 1887, payable annually, and on \$50.⁰⁰ thereof at 8% per annum from February 8th, 1886, returnable according to law. J. A. Owen, Attorney for Plaintiff.

6399 Summons Afterward, on the 22nd day of July, 1892, a Summons was issued by the Clerk of said Court, indorsed, to wit:

The State of Ohio, Union County To the Sheriff of Wood County: You are hereby commanded to notify Fanny Nash (impleaded with others) that he has been sued by E. A. Fuller in the Court of Common Pleas of Union County, and must answer by the 20th day of August A. D. 1892 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 1st day of August, A. D. 1892. Witness my hand and the seal of said Court, this 22nd day of July A. D. 1892. R. M. Croy, Clerk.

Endorsed: In action for Money and Foreclosure of Mortgage. Amount claimed \$286.⁰⁰ with interest on \$236.⁰⁰ thereof at 8% per annum from April 14th, 1887 payable annually, and on \$50.⁰⁰ thereof at 8% per annum from February 8th, 1886.

6399 Sheriff's Return And on the 1st day of August, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit:

Table with 2 columns: Description and Amount. Includes entries for Ser.^{ms} Return (\$30), Mileage (1 00), Copy (30), Total (\$1 60). Also includes text: 'The State of Ohio, Wood County, Sheriff's Return. Received this writ July 23rd A. D. 1892 at 7 o'clock m The within named Fanny Nash was not found in my barliwick W^{ms} B. Bryant.'

6399 Summons Afterward, on the 22nd day of July, 1892, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio, Union County To the Sheriff of Franklin County: You are commanded to notify Fanny Lamb, and Hockett

Bro^s.²⁴ Punterney, a firm doing business in the State of Ohio, under the firm name of Hockett Bros.²⁴ Punterney (impleaded with others) that they have been sued by E. A. Fuller in the Court of Common Pleas of Union County, and must answer by the 20th day of August A. D. 1892, 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 1st day of August A. D. 1892.

Witness my hand and the seal of said Court, this 22nd day of July, A. D. 1892. R. M. Leroy, Clerk.

Endorsed: In action for money and Foreclosure of Mortgage. Amount claimed \$ 286⁰⁰ with interest on \$ 236⁰⁰ thereof at 8% per annum from April 14th, 1887, payable annually, and on \$ 50⁰⁰ thereof at 8% per annum from February 8th, 1886.

Sheriff's Return And on the 3rd day of August, 1892, 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.

6399	Sheriff's Return	\$ 45	Franklin County	Sheriff's Return
	Mileage	50		Received this writ July 23 rd , A. D. 1892, at 9 o'clock
	Docket	25		A. M. and served the within named defendant Fanny
	Copy	40		Lamb by leaving a true and duly certified copy of
	Total	\$ 170		this writ with all the endorsements thereon, at her
				usual place of residence.

James Ross, Sheriff
W. W. Stennons, Deputy

I also served the within named defendant Hockett Bros.²⁴ Punterney by leaving a true and duly certified copy of this writ with all the endorsements thereon at their usual place of doing business.

James Ross, Sheriff
W. W. Stennons, Deputy

Waiver E. A. Fuller, Plaintiff
vs.

Court of Common Pleas,
Union County, Ohio

6399 Margaret Nash, Fanny
Nash, her husband, Fanny
Lamb,²⁴ Hockett Bros.²⁴
Punterney, Defendants.

Filed August 2nd, 1892.

We, the undersigned parties, defendant, in the above entitled action hereby waive the issuing and service of process and voluntarily enter our appearance herein. Fanny J. Lamb,
Hockett, Bros.²⁴ Punterney.

Entry Afterward, on the 12th day of September, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6399 E. A. Fuller, Plaintiff
vs.
Margaret Nash,²⁴ Fanny Nash
her husband, Fanny Lamb,²⁴
Hockett Bros.²⁴ Punterney
Defendants

Journal 16, Page 213

This cause now coming on for hearing on the petition of plaintiff, the Exhibits and the evidence, the Court find that each

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and every of the defendants have been duly served with Summons in this case and that they, each and all 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 Margaret Nash on the promissory note set forth in the first cause of action in the petition the sum of three hundred and fifty-two $\frac{3}{4}$ $\frac{7}{10}$ dollars including interest to the first day of this term, Sept. 12th, 1892.

And the Court do further find that in order to secure the payment of said note the defendant Margaret Nash executed and delivered to said O. A. Fuller the plaintiff her mortgage deed as in the petition described and on the premises therein described; and that said mortgage was duly recorded in Book 25, Page 90 of the Records of Mortgages of Union County, Ohio, and is a good, valid and a first lien on the premises described in the petition and the conditions of said mortgage have been broken.

And the Court further find that there is due plaintiff from the defendants Margaret Nash and Gary Nash as principals and Fanny Lamb and Hockitt Bros. $\frac{3}{4}$ Cuntinney as endorsers on the promissory note set forth in the third cause of action in the petition the sum of seventy-six and $\frac{8}{10}$ dollars ($\$76.\frac{8}{10}$) including interest to the first day of this term.

And the Court further find that in order to secure the payment of said note the defendants Margaret Nash and Gary Nash, her husband, executed and delivered to the defendant Fanny Lamb their mortgage deed as in the petition described and on the premises therein described; that said mortgage was duly recorded in Book 25, Page 270 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition second to the mortgage described in plaintiff's second cause of action in his petition; and that the conditions of said mortgage have been broken, and that plaintiff is the sole legal bona fide owner of said note and mortgage for value.

And the said Gary Nash, Fanny Lamb and Hockitt Bros. $\frac{3}{4}$ Cuntinney having failed to answer and set up any claim or lien upon said premises the Court do order that they be and they are forever barred from setting up any claim therein.

It is therefore considered by the Court that the plaintiff recover from the defendant Margaret Nash the sum of three hundred and fifty-two $\frac{3}{4}$ $\frac{7}{10}$ dollars as found due on her first cause of action, and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Margaret Nash shall this -- day 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 $\$352.⁰⁷$ so found due as aforesaid on his first cause of action with interest from the 12th day of September 1892, at 8% per annum; and the defendants Margaret Nash, Gary Nash, Fanny Lamb, $\frac{3}{4}$ Hockitt Bros. $\frac{3}{4}$ Cuntinney shall within the same time pay or cause to be paid to the plaintiff

herin the sum of \$76.³⁸ so found due as aforesaid with interest thereon from the 12th day of September, 1892, at 8% per annum, the defendant's equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue 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 13th day of September, 1892, an Order of Sale was issued by the Clerk of said Court, to-wit:

The State of Ohio.

6399 Union County, ss: To the Sheriff of said County, - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court in Marysville in said County of Union on the 12th day of September, 1892, E. A. Fuller obtained a judgment and decree against Margaret Nash and Fary Nash et al for the sum of three hundred and fifty-two and ³⁸/₁₀₀ dollars, and seventy-six and ²³/₁₀₀ costs of suit,

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Margaret Nash, Fary Nash, Fanny Leant, & Hockett Bros. & Puntney within one day from the 12th day of September A. D. 1892, pay unto the said E. A. Fuller, the judgments and to the Clerk of this Court the costs of this action, the said sum of three hundred and fifty-two ³⁸/₁₀₀ dollars, and also the sum of seventy-six ²³/₁₀₀ dollars with interest from the 12th day of September, 1892, 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 three hundred and fifty-two ³⁸/₁₀₀, and seventy six and ²³/₁₀₀ 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: Township of Dover bounded and described as follows: In V. M. Survey N: 54 97, beginning at a stone corner of W. Kelvey's land and in the County road: thence with said W. Kelvey's west line 9th E. 166 poles to a stone in the line of S. Beck's land: thence with his line S. 81st W. 13^{1/2} poles to a stone corner of H. Belwill's lot: thence with his line N. 9th W. 166 poles to a stone in the County road, and another corner of Belwill's land: thence with said road N. 81st E. 12th poles to the beginning containing 13 acres and 78 perch 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

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Sheriff's Return

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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 13th day of September, A. D. 1892. R. M. Crony, Clerk

Sheriff's Return

And on the 19th day of October, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit:

6399

Service	\$ 60	The State of Ohio,	Sheriff's Return.
Levy	1 00	Union County ss:	
Sum. Apis.	1 20	Received this writ the 13 th day of September	
Swear. "	75	A. D. 1892, and on the 16 th day of September, A. D. 1892	
Convey. "	2 25	I called an inquest of Thomas Palen, J. A. Stiner,	
Writing April.	30	and John Wiley three disinterested free holders	
Copy of "	30	and residents of the County, and caused the	
Notice to Otr.	30	within described real estate to be duly appraised	
Affidavit to "	30	on their oaths; they on the same day returned	
Writing Notice	30	to me an estimate of the value thereof, (to wit:	
Mileage	3 20	\$ 25 ⁰⁰ per acre) under their hands and seals, a	
Return	25	copy of which I forthwith deposited with the Clerk	
Total	10 75	of the within named Court.	
Appraiser's Fee	3 00	Thereupon I caused public notice of the	
Printer's Fee.	13 25	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 15th day of October A. D. 1892, 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 E. A. Fuller for \$16⁷⁰ per acre) the sum of two hundred and twenty-five dollars and 10 cents (\$ 225¹⁰) 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

Afterward, on the 15th day of October, 1892, a Proof of the Publication was filed with the Clerk of said Court, to wit:

6399

E. A. Fuller	Sheriff's Sale
vs.	On Order of Sale
Margaret Nash 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, October 15th, 1892, 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 Dover, County of Union and State of Ohio, and bounded and described as follows: In Virginia Military Survey N^o 5497 beginning at a stone corner of M^o Kelveys land, and in the County road: thence with said M^o Kelveys west line 9^o east 166 poles to a stone in the line of S. Beck's land: thence with his line south 81^o west 13² poles to a stone corner of H. Belvills lot: thence with his line north 9^o west 166 poles to a stone in the County road and another corner of Belvills land: thence with said road north 81^o east 12^{7/100} poles to the beginning containing 13 acres and 74 perches, more or less.

Appraised at \$25⁰⁰ 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 September 14th, 1892.

W. O. Shearer,

Sworn to and subscribed before me, this 15th day of October 1892. (Seal) R. M^o Croy, Clerk.

Entry
6399

Afterward, on the 5th day of December, 1892, an Entry was made in the Journal by the Clerk of said Court, to wit:

vs. Journal 16, Page 257
Margaret Nash et al

In motion of the plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser E. A. Fuller by deed according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of the lien holders in said premises so far as they may be paid herein for the protection of his title and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgages herein sued on to be entered on the 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 two hundred and twenty five ²⁷/₁₀₀ dollars, it is ordered that the Sheriff out of the money in his hands pay,
First: To the Treasurer of this County the taxes, penalty and interest against said property, to wit: The sum of twenty-seven dollars
Secondly: The costs of this action taxed at forty five ²⁷/₁₀₀ dollars.
Thirdly: To the plaintiff E. A. Fuller, as follows: \$7.27 to apply on his

the balance of said \$225⁰⁰, to wit: the sum of \$152.73 to apply as follows

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second cause of action, that amount being the value of the contin-
gent dower estate of said Harry Nash in said premises, and the balance
to apply on his first cause of action, and execution is awarded for the
remainder of said judgment.

Attest
A 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 A. Price, Judge of said Court, of the term of September, to-wit, on
the 12th day of September, in the year of our Lord one thousand eight
hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 30th day of
March, 1892, Alice M. Houston filed in the Clerk's Office of the said
Court of Common Pleas, the following Petition against William
A. Houston, to-wit:

Petition	Alice M. Houston, Plaintiff vs. William A. Houston, Defendant	Court of Common Pleas Union County, Ohio.
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6363 II. The plaintiff says:

That she is a bona-fide resident of Union
County, Ohio, and that she has been a resident of the State of
Ohio for more than one year last past.

And she says, that on or about the 16th day of September,
A. D. 1887 she was married to the defendant, in said County of
Union.

And while the marriage relation subsisted she
always conducted herself toward the said defendant as a faith-
ful and obedient wife; that there was issue of said marriage,
a daughter, Grace, who was born on the 30th day of July, 1885,
who still lives and is now over six years of age.

That at the March term of the Court of Common Pleas in
and for the County of Union, and State of Ohio, A. D. 1890, such
proceedings were had by said Court in a certain action for
divorce therein pending, in which action the plaintiff herein
was plaintiff, and the defendant herein was defendant.

That said plaintiff was, on account of the misconduct,
and gross neglect of duty of defendant towards plaintiff, by the
judgment of said Court of Common Pleas, divorced from said
defendant, and awarded the care, custody, education and control
of their said child.

Plaintiff further avers that prior to said decree of divorce
to-wit: ever since the 16th day of April 1889, said plaintiff and
defendant have lived separate and apart. And said Grace

the little daughter of said defendant, has been boarded and clothed nursed and cared for by the plaintiff, and without any assistance whatever from the said defendant, and that such boarding, clothing, nursing, care and attention so furnished said daughter of the defendant by the plaintiff were necessary and appropriate to her comfort and condition in life, and were of the value of not less than five dollars per week, to wit: of the value of two hundred and sixty dollars per year. And said plaintiff still is maintaining and supporting said daughter, and will have her to support, educate, and maintain until she becomes of an age sufficient to enable said daughter to support herself.

Plaintiff further says that ever since said 16th day of April 1889, and at the time the said decree of divorce was granted, the said defendant herein was insolvent, and unable to pay anything for the support of the said child, and for the support of the plaintiff, and consequently the same was not asked by her in her petition for divorce, and was not decreed to her by the Court.

The plaintiff further says that since said decree of divorce, to wit: on the 9th day of February 1892, Christopher Houston, who was the father of defendant, died intestate. That said Christopher Houston died seized of a large estate of both real and personal property, and moneys of the value of \$75,000⁰⁰ to \$90,000⁰⁰. That he left a widow, and four children (the defendant being one), who were his heirs, and only heirs at law. That said Christopher Houston died seized of the following real estate much of which consists in valuable business brick blocks, and all in the village of Marysville in said County of Union to wit: In Lots N^o: 51, 28, 38, and 47, 52, ^{3/4} lots N^o: 424, 425, 435, 436, 447, and 428 in Freshwater's Addition to said town of Marysville.

Also part of Out Lot N^o: 7 being 215 feet front on Fifth Street and 215 feet on Fourth Street, the whole 334 feet in length from one street to the other and being the same, as plaintiff is advised, on which the brick dwelling stands in which said Christopher Houston resided at the time of his death. All of said real property is of the value of \$60,000 or more, and that this defendant, by inheritance as son and heir-at-law of said Christopher Houston is entitled to one undivided one-fourth part of said real estate subject only to the dower interest of said widow.

That the interest and estate of said defendant, subject to said dower interest in said real estate is worth from \$15,000 to \$20,000. And his interest in the entire estate of said Christopher Houston deceased, is of the value of \$20,000 or more.

And defendant has since said decree obtained, in his own right, as plaintiff is advised, and in addition to his interest in said estate some three hundred acres of valuable land in Columbia County, in the State of Oregon. Said defendant is therefore now fully solvent, and well able to support his said

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daughter. Plaintiff therefore asks judgment and decree against defendant for the said boarding, clothing, nursing, and care of said daughter, Grace, from said 16th day of April 1892, and up to the filing of this petition at the rate of five dollars per week or \$260⁰⁰ per year, and that she have a further order and decree and be allowed, in addition, a sum to be fixed by the Court payable as the Court may direct and order sufficient to make plaintiff to support, maintain, and educate said child up to the time the said child is of sufficient age and capability to support herself. And plaintiff asks that the amount decreed to her in this case be declared and ordered and adjudged a lien on the undivided interest and estate of said defendant in the above described real estate &c.

III Second Cause of Action: Plaintiff further says, that when she obtained said decree of divorce against defendant as set forth in her first cause of action herein she did not ask for, and did not obtain a decree for alimony against said defendant because the defendant was then insolvent; but since said decree of divorce the financial condition and circumstances of the defendant have very materially changed so that he, since said decree, has received large accessions of property by inheritance as stated in her first cause of action, and plaintiff now heres adopts in this cause of action all the statements of fact as to the changed financial condition of defendant as set forth in her first cause of action, and including the statement as to said decree of divorce, the grounds upon which the same was granted, the statement as to the defendant's property &c. as fully as if they were all here again repeated.

Plaintiff therefore prays that she may have judgment and decree for reasonable alimony against defendant, and against his said property, and that the same be declared and ordered a lien upon the real estate and interest of defendant mentioned and described in her first cause of action, and plaintiff prays that she may have all other and further relief to which she may be entitled in law or equity, because of the facts and premises in this petition set forth.

Porter & Porter, Attorneys for Plaintiff.

The plaintiff being sworn, makes oath, that the facts stated in the foregoing petition are true, as she believes.

Plaintiff further makes oath, that the defendant is not a resident of the State of Ohio, but lives, as is advised and believes in the town of Mist, in the County of Columbia, and State of Oregon, and that service of a summons can not be made upon the defendant within this State. And, that the case is one of those mentioned, and governed by Sections 5448 & 5693 of the Revised Statutes of Ohio. Alice M. Houston.

Sworn to by Alice M. Houston before me and signed by her in my presence this 30th day of March, A. D. 1892.
(Seal) R. M. Croy, Clerk of Court.

To the Clerk:

Issue a Summons against the defendant directed to the Sheriff of Union County, Ohio, which together with a copy of the petition, and a copy of the publication of said cause (when published) forward to the defendant William A. Houston, to Mist, in the County of Columbia and State of Oregon.

March 30th, 1892. Porter & Porter, Attorneys for Plaintiff.

March 30th, 1892, Summons was issued by the Clerk of Union County, Ohio, & sent to William A. Houston at Mist, Columbia County, Oregon, but did not acknowledge service.

Proof of Publication

Afterward, on the 20th day of June, 1892, a Proof of the Publication was filed with the Clerk of said Court, to wit:

Legal Notice.

William A. Houston, of Mist, in the County of Columbia, in the State of Oregon, will take notice that on the 30th day of March, 1892, Alice M. Houston, formerly his wife, filed her petition against him in the Court of Common Pleas, of Union County, Ohio, alleging in substance that she obtained a decree of divorce against him at a former term of Court, and alleging that his financial circumstances have changed because of recent accessions of property, and asking the Court for a decree against him and his property for the support of their child, Grace, and asking a decree against him for alimony, and that the said decree shall be a lien upon his real estate in the said County of Union, to:

The said William A. Houston is required to answer said petition by the 23rd day of May, 1892.

Alice M. Houston,

April 6th, 1892, 6-11.

Per Porter & Porter,

The State of Ohio,

Attorneys for Plaintiff.

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 April 6th, 1892.

Printer's Fee, \$10.⁵⁰

W. O. Shearer.

Sworn to and subscribed before me, this 20th day of June 1892.

(Seal)

R. McCrory, Clerk.

Demurrer

Afterward, on the 21st day of June, 1892, a Demurrer was filed with the Clerk of said Court, to wit:

Alice M. Houston, Plaintiff.

Court of Common Pleas,
Union County, Ohio.

6363

vs.

William A. Houston, Defendant.

The defendant William A. Houston now comes and demurs to the second cause of action in the petition of plaintiff for this said second cause of action does not state facts sufficient to constitute a cause of action against this defendant and has no jurisdiction of the subject matter.

J. J. Arthur,

Attorney for Defendant.

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Entry

Afterward, on the 28th day of September, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6363

Alice M. Houston

vs.

William A. Houston

Journal 16, Page 228.

This day came the parties by their attorneys and presented this case upon the demurrer by the defendant to the second cause of action in the petition of plaintiff, whereupon the Court overruled the demurrer to said second cause of action and thereupon the defendant excepted to the decision of the Court in overruling said demurrer, and the defendant given leave to answer in - - days.

Answer

6363

Afterward, on the 5th day of October, 1892, an Answer was filed with the Clerk of said Court, to wit:

Alice M. Houston, Plaintiff

vs.

William A. Houston, Defendant.

Court of Common Pleas,

Union County, Ohio.

For answer to plaintiff's petition the defendant says: that he admits the residence of plaintiff, that defendant and plaintiff were married as stated, that there was issue of such marriage a daughter (Grace) aged as stated, that proceedings were had in divorce at the March Term, 1890, of Union Common Pleas Court, that said plaintiff at her special request was awarded the care, custody and nurture of their said child, that on the final hearing thereof the Court decreed to the said plaintiff a divorce on the grounds of gross neglect of duty, and for other cause, that defendant and plaintiff have lived separate and apart as stated.

This defendant further admits the death of his father who died intestate as alleged, and that he left a widow who is entitled to dower in his estate, and that this defendant is one of four children and entitled to his share as such heir in the balance of his father's estate, that the description of the real estate left by his father is substantially correct, except that lot N^o 51 was owned by his father and Andrew Keyes, in equal proportions, but he denies the value of said real estate as stated by plaintiff, and alleges that its value is much less, and that the whole of the estate left by his father is much less than the plaintiff alleges in her petition, and that the entire net income of all his father's real estate so described is but \$1560.⁰⁰ of which income the defendant would be entitled to only \$260.⁰⁰ and that there was but a small amount of personal property left by the deceased.

The defendant further answering says, he denies at the time of granting said divorce he was insolvent, but alleges that he was wholly solvent and able to take care of his said child, and at the time of granting said divorce was the owner of real estate and that he had in expectancy the same estate that he has since realized by the death of his father all of which was known to plaintiff, and that a decree for reasonable alimony at the time of said divorce

Reply

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might have been satisfied, and defendant further alleges that the plaintiff brought no property with her at said marriage nor during coverture, nor was any of defendant's property accumulated by the joint efforts of plaintiff and defendant.

And he further denies that plaintiff and their said child lived without his assistance and support but alleges that he furnished them in money and property in the amount of \$421.²⁵

The defendant further denies, that the boarding, care and clothing furnished their said daughter by plaintiff since said 16th day of April, 1889, was worth \$5⁰⁰ per week or \$260⁰⁰ per year, but alleges that said boarding, care and clothing was of much less value, and that this defendant is now willing and anxious to take their said child, keep and maintain her without any assistance from plaintiff.

The defendant further answering says, the plaintiff was not at the time of granting said divorce and is not now dependent upon alimony derived from this defendant for the support of herself and their said child, but on the contrary this defendant says that the plaintiff has in her own right a large amount of property consisting mostly of real estate, a portion of which is in the corporation of Marysville, Ohio, and the balance adjoining the corporation limits of said town in all she has and owns 61³⁸ acres, all of which is very valuable and worth about \$8000⁰⁰ eight thousand dollars, - and further she has in expectancy a large estate from her mother, she being the only child and heir at law of her mother.

Wherefore this defendant prays that he may go hence without day and recover of plaintiff costs and all other relief to which he may be entitled.

Arthur W. Campbell,
Attorneys for Defendant.

The State of Ohio. |
Union County ss: |

William A. Houston the defendant being duly sworn says that the allegations and facts made and stated in the foregoing answer are true as he verily believes.

Alexander Houston.

Sworn to and subscribed before me and in my presence this 5th day of October, 1892.
(Seal) R. McCreary, Clerk of Court.

Reply

6363

Afterward, on the 13th day of October, 1892, a Reply was filed with the Clerk of said Court, to wit:

Alice M. Houston, Plaintiff | Court of Common Pleas,
Or. | Union County, Ohio.

William A. Houston, Defendant

The plaintiff replies to the answer of defendant and denies: 1st. That the rental value or net income of all the real estate of which said Christopher Houston died seized is only \$1560.

but avers the same to be much more. And plaintiff avers that said Christopher Houston died seized of valuable real estate which has no rental value, because it consists of valuable town lots on which there are no buildings, or very poor buildings.

2: Plaintiff denies that her property is worth \$7000.00 but avers that it is of much less value, and the rental value of all her property and which property is all farm land, does not exceed \$200.00 per year.

3: Plaintiff denies that she brought no property with her at her marriage with defendant, but on the contrary she says that at the time of said marriage, and ever since said marriage, plaintiff owned all of the property mentioned in defendant's answer, and which he, defendant, now says is worth eight thousand dollars.

4: Plaintiff denies that defendant furnished plaintiff, or their said child support since said 16th day of April A. D. 1889, in the sum of \$427.²⁵ as alleged, or in any sum, unless perhaps it was \$8.²⁵ realized from some old farm machines, which she sold since said date. And plaintiff denies all the allegations of the answer that she does not need the aid and assistance of defendant for her support as alimony, and also for the maintenance of their said child. And she prays as she has already prayed in her petition. Porter & Porter, Attorneys for Plaintiff.

Alice M. Houston, being sworn, makes oath, that the facts stated in the foregoing reply are true as she verily believes. Alice M. Houston.

Sworn to by said Alice M. Houston before me, and signed by her in my presence this 13th day of October, A. D. 1892. R. M. Crony, Clerk of Court.

Entry 6363 Afterward, on the 13th day of October, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Alice M. Houston

vs.

William A. Houston

Journal 16, Page 245.

This day this cause came on to be heard upon the petition of the plaintiff, the answer of the defendant thereto, and the reply of the plaintiff to said answer, and the evidence produced by both parties and was argued by counsel, and the Court being fully advised in the premises do find: That there is due to the plaintiff upon her first cause of action, as set forth in her petition for the maintenance of said child the sum of \$250.00 and that she ought to recover of the plaintiff upon said cause of action said sum.

It is therefore considered and adjudged by the Court, that the plaintiff recover of the defendant on her said first cause of action, said sum of \$250.00 and also her costs hereinafter adjudged.

The said cause further coming on to be heard upon the second cause of action set forth in plaintiff's petition for alimony, and the Court after hearing the evidence, the argument of counsel, and being fully advised in the premises do find that the plaintiff ought to recover in said second cause

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of action the sum of fifteen hundred dollars (\$1500⁰⁰).

It is therefore adjudged and decreed that the plaintiff recover of the defendant as alimony and further support of their said child Grace, said sum of \$1500⁰⁰ and the Court adjudges and decrees the same to be paid as follows:

\$250⁰⁰ in three months from October 13th, 1892,

\$250⁰⁰ in one year and three months from said last named date,

\$250⁰⁰ in two years and three months from said date,

\$250⁰⁰ in three years and three months from said date,

\$250⁰⁰ in four years and three months from said date,

\$250⁰⁰ in five years and three months from said date.

Said payments to be without interest until they become due and payable respectively; after due and payable to draw interest

It is further adjudged and decreed that the plaintiff is to have no further claim on the defendant for the support or education of said child in any manner but that the above sum so decreed is to be in full payment and satisfaction for the support and education of said child and for alimony.

It is further adjudged and decreed that the sums herein adjudged and decreed to plaintiff, to wit: Seventeen hundred and fifty dollars in all, be adjudged, decreed, and declared a lien upon the real estate of the defendant in the village of Marysville in said County of Union. And that his estate and

interest in said real estate in said village be according to the division and partition of all the real estate of which Christopher Houston died seized in said village of Marysville, as made by the widow and the children of said Christopher Houston deceased.

So that said lien is declared to be upon the interest and share of defendant in the real estate deeded jointly to defendant and his brother Frederick Houston in said division between said widow and heirs to wit, in part of lot N^o 51 and lot 28, and parts of lots N^o 38 and 47 as described in said deed.

And in default of the payment of either, or any of the above sums so decreed to plaintiff it is ordered that executions or orders of sale be issued by the Clerk to carry the above judgments and decree into effect and execution according to law.

It is further adjudged and decreed that the defendant pay the costs made in this action herein taxed to \$-- in default whereof that the proper process issue to collect the same.

And thereupon the defendant gave notice of his intention to appeal this action to the Circuit Court so far as it relates to the judgment and decree as allowed by the Court in the second cause of action of the plaintiff.

Attest

R. W. Levy Clerk

Case 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 tenth of September, now it, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 26th day of February, 1892, John O. Mattison filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Henry Sparks et al to wit:

Petition
John O. Mattison, Plaintiff
vs.
Henry Sparks, & Harriet Sparks, his wife, E. B. Allen, Marget Harriman, J. H. Leonard, M. W. Hill, Godman & Thornhill Defendants.

Court of Common Pleas,
Union County, Ohio.

First Cause of Action: Plaintiff says: on or about the 11th day of June 1887, the said Henry Sparks executed and delivered to plaintiff his promissory note of which the following is a copy, to wit:

"\$647¹⁴/₁₀₀, June 11th, 1887.
One year after date I promise to pay to the order of John O. Mattison Six hundred and forty-seven ¹⁴/₁₀₀ dollars at eight per cent from date. Value received."

Henry Sparks.

The following are copies of all the credits and indorsements on said note, to wit: "October 13th, 1888 received interest on the within note \$24.⁹⁸ September 4th, 1889 received on the within note \$22.⁹⁰, April 15th, 1891 credited on the within note one hundred dollars and seventy-two cents by settlement of accounts (\$100.⁷²). February 4th, 1892 received on within note \$29.⁵⁷"

There is due plaintiff on said note the sum of seven hundred and twenty-five ¹⁴/₁₀₀ dollars with 8 per cent. interest thereon from February 4th, 1892.

Second Cause of Action: Plaintiff further says: That about the 26th day of July 1887, to secure the payment of said note the defendants Henry Sparks and Harriet Sparks his wife executed and delivered to plaintiff their mortgage upon the following described premises, to wit: Situated in the Township of Jackson, County of Union and State of Ohio, in Survey N^o 9941.

Beginning at William Shaffer's north-west corner a stake and four byons all down but one: thence N. 80^o 3/4 - E. 85 poles to a stake from which an ash 16 inches diameter bears N. 27^o - E. eight links: thence N. 8^o - W. 47 poles to a stake from which a beech 8 inches diameter bears S. 69^o - W. 102 links and a white oak 3 inches diameter bears S. 21 1/2^o - E. 27 links: thence S. 80 1/2^o - W. 85 poles to a stake in center of road: thence S. 8^o - E. 47 1/10 poles to the place of beginning containing twenty-five acres.

The condition contained in said mortgage was as follows:

"Mortgage Note."

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Provided nevertheless that these presents are upon this condition that whereas said Henry Sparks has executed his promissory note for the sum of six hundred and forty seven $\frac{3}{4}$ $\frac{1}{2}$ dollars dated June 11th, 1887 and due one year after date at 8 per cent. from date and payable to said John P. Mattison or order. Now if said Henry Sparks shall pay or cause to be paid to John P. Mattison or his assigns said sum of money with the interest thereon at 8 per cent. from date when the same becomes due then these presents shall be void.

On the 27th day of July 1887 at 11 o'clock A. M. said mortgage was duly filed with the Recorder of Union County, Ohio, and was duly recorded August 3rd, 1887 in Mortgage Book 24, Page 313 of Union County, Ohio, Records of Mortgages.

Plaintiff is still the owner and holder of said note and mortgage and the same is the first and best lien on the above described premises. And the said Harriet Sparks wife of Henry Sparks released her right and expectancy of dower in said premises.

Plaintiff further says: That the defendants E. G. Allen, Wm. H. Harriman, M. W. Hill, J. H. Leonard and Godman & Thornhill each claim to have some lien on or interest in said premises but plaintiff denies that they or either of them have any lien on or interest in said premises.

Wherefore plaintiff prays judgment on said note for the said sum of Seven hundred and twenty five $\frac{3}{4}$ $\frac{1}{2}$ dollars and 8 per cent. interest thereon from February 4th, 1892, that said mortgage be foreclosed, said premises be ordered sold and the proceeds applied to the payment of plaintiffs claim and for all proper relief.

S. S. Gardiner, Attorney for Plaintiff.

State of Ohio,
Union County ss:

John P. Mattison, being duly sworn says - he is the plaintiff in above case, that the facts and allegations in the foregoing petition are true as he verily believes.

John P. Mattison.

Sworn to and subscribed before me this 24th day of February 1892. (Seal) G. N. Myers, Notary Public.

Procipe John P. Mattison
vs.
6341 Henry Sparks et al
To Clerk:

Court of Common Pleas,
Union County, Ohio. Filed Feb. 26, 1892

Issue Summons for defendants Henry Sparks, Harriet Sparks, W. Harriman to Sheriff of Union County; and for E. G. Allen and J. H. Leonard to Sheriff of Marion County returnable according to law Indorse: Amount for which judgment is asked \$725. $\frac{3}{4}$ $\frac{1}{2}$ Interest from February 4th, 1892. $\frac{3}{4}$ Foreclosure of Mortgage and all proper relief.
S. S. Gardiner,
Attorney for Plaintiff.

Afterward, on the 26th day of February, 1892, a Summons was issued by the Clerk of said Court, indorsed, to wit:

6341 **Summon** The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Henry Sparks, and Harriet Sparks, his wife, and W. Harriman (impleaded with others) that they have been sued by John P. Mattison in the Court of Common Pleas of Union County, and must answer by the 26th day of March, A. D. 1892, 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 7th day of March, A. D. 1892.

Witness my hand and the seal of said Court, this 26th day of February, A. D. 1892.

(Seal) R. M. Crony, Clerk.

Indorsed: Amount claimed \$725.⁰⁰ at 8% from February 4th, 1892, ^{3/4} Foreclosure of mortgage and all proper relief.

6341 **Sheriff's Return**

And on the 5th day of March, 1892, 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 | Sheriff's Return.

Ser. Return	60
Mileage	4 50
Copy	60
Total	\$5 70

Received this writ February 26th, 1892, at 10 o'clock A. M. and served same by delivering a true and certified copy thereof with the endorsements thereon to each of the within named defendants on the 4th day of March, 1892.

Thomas Martin, Sheriff.

6341 **Summon** The State of Ohio,
Union County

To the Sheriff of Marion County:

You are hereby commanded to notify E. G. Allen, & J. H. Leonard (impleaded with others) that they have been sued by John P. Mattison in the Court of Common Pleas of Union County, and must answer by the 26th day of March A. D. 1892 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 7th day of March A. D. 1892.

Witness my hand and the seal of said Court, this 26th day of February A. D. 1892.

(Seal) R. M. Crony, Clerk.

Indorsed: Amount claimed \$725.⁰⁰ at 8% from February 4th, 1892 ^{3/4} Foreclosure of mortgage & all proper relief.

6341 **Sheriff's Return**

And on the 7th day of March, 1892, 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

Ser. Return	70
Mileage	2 40
Copy	32
Total	\$3 42

Received this writ February 26th, A. D. 1892, at 2 o'clock P. M. and served same on March 2nd, 1892, by delivering a true and certified copy of this summons with the endorsements thereon to the within named E. G. Allen & J. H. Leonard

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Answer Afterward, on the 23rd day of March, 1892, an Answer was filed with the Clerk of said Court, to wit:

6341	John O. Mattison, Plaintiff	Court of Common Pleas,
	vs.	Union County, Ohio.
	Henry Sparks et al, Defendant	

Now comes the defendant J. H. Leonard and for his answer and cross-petition says: That on the 28th day of February 1887 he obtained a judgment against the defendant Henry Sparks before H. M. Hall, a Justice of the Peace of Jackson Township, Union County, Ohio, for the sum of \$29.⁷⁵ & 8% interest = costs made \$3.³² paid by said Leonard. That on the 30th day of March 1887 a transcript was filed with the Clerk of the Court and an execution issued November 24th, 1888 to Sheriff of Union County and levy made by him on the real estate described in plaintiff's petition November 26th 1888 at 2 o'clock P. M. Additional costs \$4.⁸⁶.

The defendant J. H. Leonard says that he has the first and best lien upon the premises described in the plaintiff's petition.

Wherefore the said J. H. Leonard asks that his interest may be protected, and that his claim with costs may be first paid out of the proceeds of the sale of the land amounting to \$37.²⁷ with 8 per cent. interest from February 28th, 1887, and for all other relief the nature of the case may require.

Robinson & Woodburn,

The State of Ohio,
Union County, ss

Attorney for Defendant.

R. L. Woodburn being duly sworn says he is one of the attorneys duly authorized for the defendant J. H. Leonard. That the facts and allegations stated in the foregoing answer are true as he verily believes.

R. L. Woodburn.

Sworn to before me and signed in my presence this 23rd day of March, 1892. (Seal) R. McCreary, Clerk.

Entry Afterward, on the 5th day of April, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6341	John O. Mattison	Journal 16, Page 155.
	vs.	
	Henry Sparks et al	

This cause now coming on for hearing on the petition of the plaintiff the Court find that the defendants Henry Sparks and Harriet Sparks have been duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendant Henry Sparks on the promissory note set forth in the petition with 8% interest to the first day of this term the sum of \$734.⁵⁷.

The Court further find that in order to secure the payment of said note the defendants Henry Sparks and Harriet Sparks his wife executed and delivered to plaintiff their certain

mortgage as in the petition described and on the premises therein described. That said mortgage was duly recorded in Book 24, Page 383 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 Harriet Sparks has released her right of dower in said premises. It is therefore considered by the Court that the plaintiff recover of the defendant Henry Sparks the said sum of \$334.⁵⁷ and 87 interest from the first day of the term and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Henry Sparks shall within five days from the entry of this decree pay for 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 7% from the first day of this term 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.

Waiver

6341 Afterward, on the 11th day of April, 1892, the following Waiver was filed with the Clerk of said Court, to-wit:

John O. Mattison,

vs.

Court of Common Pleas, Union County, Ohio

Henry Sparks et al

We, the undersigned defendant do hereby waive the issuing and service of summons and voluntarily enter our appearance herein
Godman & Thornhill,
M. W. Hill.

Order of Sale

6341 Afterward, on the 11th day of April, 1892, an Order of Sale was issued by the Clerk of said Court, to-wit:

The State of Ohio,

6341 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 5th day of April, 1892, John O. Mattison obtained a judgment and decree against Henry Sparks, & Harriet Sparks, his wife, C. G. Allen, Winger Harriman, J. H. Leonard, M. W. Hill & Godman & Thornhill for the sum of seven hundred and thirty four ³⁷/₁₀₀ dollars, and twenty two and ⁵⁷/₁₀₀ dollars costs of suit.

And whereas, it was there and there, by said Court ordered, adjudged, and decreed, that the said Henry Sparks and wife within five days from the 5th day of April, 1892, pay unto the said John O. Mattison the said sum of seven hundred and thirty four ³⁷/₁₀₀ dollars, with interest from the 4th day of April, 1892, 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

Sheriff's Return

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and Executions at law, to sell the real estate described in the plaintiffs petition, re: And Whereas, the five days aforesaid have fully expired and the said sum of seven hundred and thirty-four ⁷⁴/₁₀₀ dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me of record - We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Writs and Executions at law, the following lands and tenements, situate in Township of Jackson, Union County, Ohio, in Survey N^o 7941.

Beginning at William Shaffer's north-west corner a stake and four lines all down but one: thence N. 80° 7' - E. 15 poles to a stake from which an ash 16 inches diameter bears N. 27° E. eight links: thence N. 7° - W. 47 poles to a stake from which a beech 2 inches diameter bears S. 67° - W. 102 links and a white oak 3 inches diameter bears S. 27° E. 27 links: thence S. 80° - W. 75 poles to a stake in center of road: thence S. 8° E. 47 ¹/₂ poles to the place of beginning containing twenty-five acres.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 11th day of April A. D. 1892. R. W. Snow, Clerk.

And on the 20th day of May, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit: The State of Ohio,

Sheriff's Return

6741	Service	60	Union County ss	Sheriff's Return
	Levy	1 50		Received this writ the 11 th day of April, 1892
	Sum. Apas.	1 20		and on the 12 th day of April A. D. 1892, I called an
	Sumar.	25		inquest of J. H. Moore, Silas Clark and C. C. Lauer
	Convey.	2 00		three disinterested freeholders and residents of the
	Writing April.	30		County, and caused the within described real estate
	Copy of "	30		to be duly appraised on their oaths; they on the
	Notice to Otr.	30		same day returned to me an estimate of the value
	Affidavit to Otr.	30		thereof, (to wit: \$35 ⁰⁰) under their hands and seals,
	Writing Notice	30		a copy of which I forthwith deposited with the
	Mileage	4 40		Clerk of the within named Court.
	Poundage	65		Thereupon I caused public notice of the time
	Return	25		and place of sale of said real estate to be given
	Total	11 75		for more than thirty days (to wit: five consecutive
	Appraisers Fee	3 00		weeks) before the day of sale by advertisement in
	Printers Fee	13 65		the "Marysville Tribune" a newspaper printed in
				said Union County, and of general circulation therein, as will
				appear by a copy of said advertisement hereto attached. And on

the 14th day of May A. D. 1892, 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 John P. Mattison for the sum of seven hundred and fifty dollars (\$750.⁰⁰) being the highest bidder therefor and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff

Proof of Publication was filed with the Clerk of said Court, to wit:

John P. Mattison

Sheriff's Sale

6341

vs.

In Order of Sale

Henry Sparks et al

Court of Common Pleas, Union County, Ohio

By virtue of the above stated writ as 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 14th, 1892, 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 Jackson, County of Union, State of Ohio, and bounded and described as follows: Beginning in Survey No. 9941.

Beginning at William Shaffer's north-west corner, a stake and four lines all down but one: thence north 80° 34' - east 75 poles to a stake from which an ash 16 inches in diameter bears north 27° east eight links: thence north 8° - west 47 poles to a stake from which a beech eight inches in diameter bears south 69° west 112 links and a white oak three inches in diameter bears south 21° east 27 links: thence south 80° 32' - west 85 poles to a stake in center of road: thence south 8° - east 47 1/2 poles to the place of beginning containing twenty-five acres.

Appraised at \$30.⁰⁰ per acre. Terms 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 April 13th, 1892.

W. O. Shearer

Sworn to and subscribed before me, this 20th day of June 1892.

Seal.

R. McLeroy, Clerk.

Entry

Afterward, on the 21st day of June, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6341

John P. Mattison

vs.

Journal 16, Page 195.

Henry Sparks et al

On motion of 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

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Petition

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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 John P. Mattison by deed according to law the property so sold, and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises so far as they may be paid herein 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 now coming to distribute the proceeds of said sale amounting to (\$750⁰⁰) seven hundred and fifty dollars it is ordered that the Sheriff out of the money in his hands pay
First: To the Treasurer of this County the taxes against said property, to wit: the sum of \$-
Secondly: The costs of this action taxed at \$-
Thirdly: To J. H. Leonard the amount found due him on his answer and cross-petition being a judgment and interest amounting to \$42.⁷⁵ and costs \$5⁰⁰ in all \$50⁰⁰.
Fourthly: The balance of money in his hands to plaintiff to apply on his judgment against defendant Henry Sparks.

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 September, to wit: on the 12th day of December in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 2nd day of April 1892, The Woodstock Bank filed in the Clerk's Office of the said Court of Common Pleas the following Petition against O. Burgess Davis.

Petition 6365	R. C. Moulton, Elias Black, E. M. Smith, D. R. Kimball, Jared Mucham, & Irvin Martin Partners in name of The Woodstock Bank vs. O. Burgess Davis The plaintiffs	Plaintiff. Defendant R. C. Moulton, Elias Black, E. M. Smith,	Court of Common Pleas Union County, Ohio.
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D. R. Kimball, Jared Mucham, and Isaac Martin, partners doing business in Woodstock, in Champaign County in the State of Ohio, in the name and style of The Woodstock Bank say they are the owners of a certain frame barn which is located on the defendant's farm on which he resides in York Township of Union County, Ohio, which barn was moved from the Washington Davis farm adjoining said farm and with his consent and the plaintiffs have been the owners thereof ever since the 30th day of October 1888 as defendant well knew and the plaintiffs have ever since said October 30th 1888 been the owners of said barn and entitled to the possession thereof and they on the 17th of July 1891 and at divers days and times before that time and after said 30th of October 1888 demanded of the defendant the privilege of removing said barn and the same was not refused until the 17th of July 1891 defendant refused the plaintiffs the permission to remove said barn and ever since said 17th of July defendant hath unlawfully detained from plaintiffs said barn and claims the same as his own and has thereby converted the same to his own use whereby the plaintiffs are wholly deprived of the said property which is their property and of the value of five hundred dollars, and the plaintiffs were prevented from the removal of said barn from defendant's premises abovesaid prior to said July 17th 1891 by reason of the defendant making propositions to plaintiff to buy from them said barn and propositions and promises that he would pay them rent for the use of said farm up to and prior to said July 17th 1891 when he claimed to be the owner of said barn and notified plaintiffs that they must not interfere with or remove said barn from his premises whereby the plaintiffs have been unlawfully deprived of their said property to the value of five hundred dollars by defendant.

Wherefore they pray judgment against said defendant for the sum of five hundred dollars with interest from the 17th of July 1891.

For a Second Cause of Action the plaintiffs say they are partners doing business as such in the State of Ohio, in the style of the Bank of Woodstock and have done so ever since and prior to October 30th 1888. That the plaintiffs have ever since October 30th 1888 been the owners of a certain frame barn situate upon the farm of the defendant on which he resides in York Township, in Union County, Ohio and the defendant hath ever since the said October 30th 1888 occupied and used said barn with the consent of the plaintiff up to about the 17th of July 1891 under and by virtue of promises and offers of the defendant that he would pay rent for the same or purchase the same and thereby obtained the use of the same and which was of the value of at least forty dollars per annum and he still remains in the possession and use of the same and is indebted to the plaintiffs by reason of the use and occupancy under said premises and offers as aforesaid in the sum of one hundred

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and thirty-five dollars though often requested to pay said rent yet the defendant hath not paid but refuses to pay any part thereof and therefore the plaintiffs pray judgment against the defendant for the sum of One hundred and thirty-five dollars

Robinson & Woodburn,
Attorneys for Plaintiff.

The State of Ohio,
Union County ss:

J. N. Robinson being duly sworn deposes and says he believes the allegations of the foregoing petition are all true. That he is one of the attorneys of the plaintiff in the above cause and that the plaintiffs are not residents of the said County of Union.

J. N. Robinson.

Sworn to before me and signed in my presence this 2nd day of April, 1892. J. H. Kinkade, Notary Public in & for Union County, Ohio.

(Seal)

To Clerk:

Issue Summons and endorse petition for \$500⁰⁰ for value of barn with interest from July 17th, 1891. Also for \$135⁰⁰ for the rent and use of barn since October 30th, 1888.

Robinson & Woodburn
Attorneys for Plaintiff.

Summons

6365- Afterward, on the 2nd day of April, 1892, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio,
Union County,

To the Sheriff of Union County:

You are hereby commanded to notify O. Burgess Davis that he has been sued by R. C. Moulton, Ellis Slack, C. M. Smith, W. R. Kimball, Land Melchem and Tom Martin as partners - Woodstock Bank in the Court of Common Pleas of Union County, and must answer by the 30th day of April, A. D. 1892, or the petition of the said Plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 11th day of April, A. D. 1892.

Witness my hand and the seal of said Court, this 2nd day of April, A. D. 1892.

(Seal) R. McCroy, Clerk.

Sheriff's Return

And on the 7th day of April, 1892, 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,

Ser. ^{ts} return	30
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Copy	20
Total	\$ 3 70

Union County. Sheriff's Return. Received this writ April 2nd, A. D. 1892, at 10 o'clock A. M. and served same by delivering a true and certified copy thereof with the endorsements thereon to the within named defendant on the 4th day of April, 1892. Thomas Martin, Sheriff.

Indorsed: In action for \$500⁰⁰ for value of barn with interest from July 17th, 1891. Also for \$135⁰⁰ for the rent and use barn since October 30th, 1888.

Answer Afterward, on the 26th day of August, 1892, the following Answer was filed with the Clerk of said Court, to-wit:

6365 The Woodstock Bank, Plaintiff | Court of Common Pleas,
vs. | Union County, Ohio.

O. Burgess Davis, Defendant

1. The defendant answers to the petition of plaintiff, and admits that about July 17th, 1891, he refused to allow plaintiff to remove said barn from his premises, and claimed the same to be his own.

And defendant denies each and every other allegation and statement made and contained in plaintiffs petition.

2. For a second ground of defense, defendant says that on the 18th day of March 1890, he purchased said barn mentioned in plaintiffs petition of S. A. M^r. Adow who was then the owner of said barn with full power and right to sell the same, and defendant has ever since been and still is the owner of said barn. And asks to be dismissed with his costs to: Porter & Porter,

Attorneys for Defendant.

The defendant O. Burgess Davis being sworn makes oath that the facts stated in the foregoing answer are true as he believes.

O. Burgess Davis.

Sworn to by O. Burgess Davis before me and signed by him in my presence this 26th day of August, 1892.

(Seal) F. A. Thompson, Notary Public, Union County, Ohio.

Reply Afterward, on the 29th day of September, 1892, a Reply was filed with the Clerk of said Court, to-wit:

6365 The Woodstock Bank, | Court of Common Pleas,
vs. | Union County, Ohio.

O. Burgess Davis
The plaintiffs for reply to the defendants second defense set forth in his answer says they deny each and every allegation contained in said second defense.

The State of Ohio, | Robinson & Woodburn
Union County ss: | Attorneys for Plaintiff.

R. C. Moulton being duly sworn says he is one of the parties plaintiff and that he believes the allegations of the foregoing reply are true.

R. C. Moulton.

Sworn to before me and signed in my presence this 29th of September, 1892.

(Seal) R. McCrory, Clerk
By W. M. Winget, Deputy.

Entry Afterward, on the 5th day of October, 1892, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

6365 The Woodstock Bank | Journal 16, Page 246.
vs. |
O. Burgess Davis

This day came the parties and waive a trial by jury and submitted this cause to the Court whereupon the Court being fully advised in the premises doth find for the plaintiffs on the

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issues joined in the case and doth assess the damages being the value of the barn in favor of the plaintiff against the defendant at the sum of three hundred dollars.

It is therefore considered and adjudged by the Court that plaintiffs recover of the defendant the said sum of three hundred dollars for said barn and their costs herein expended taxed to \$-

Attest
R M Enry 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 September, to wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that heretofore, to wit, on the 9th day of August, 1892, G. S. Stultz filed in the Clerk's Office of the said Court of Common Pleas the following Petition against H. D. Gill, to wit, et al.

Petition G. S. Stultz, Administrator of
the estate of Susan Adams Dec'd.
vs. Plaintiff.
H. D. Gill, Annie Gill
S. D. Gill, Defendants.

Court of Common Pleas
Union County, Ohio.

The plaintiff as the Administrator of Susan Adams says he is the Administrator of the estate of Susan Adams deceased duly appointed and qualified and says that on the 10th of October A. D. 1888 Emily M. Adams was the Administrator of said estate and as such brought her civil action in this Court and numbered 5657 against Annie Gill and H. D. Gill to foreclose a mortgage in said proceedings described and situate in Richmond of said County of Union, Ohio and said cause was continued in said Court until said Emily M. Adams was removed from said Administratorship and on the 9th day of March 1889 at the March term of said Court R. G. Cotton by the order of said Court was substituted in the place of said Emily M. Adams but said cause, and afterwards said plaintiff G. S. Stultz was duly appointed Administrator of said estate by the Probate Court of Logan County, Ohio, and is still the Administrator of said estate, was carried on in the name and under the original title as before and at the May term of said Court A. D. 1889 said Court of Common Pleas rendered its decree in said cause for \$600.³⁸ and costs of suit against said H. D. Gill and Annie Gill and in favor of said R. G. Cotton and for an order of sale of said property and said defendants gave notice of their intention to appeal said cause to the Circuit Court of said County and

said Court fixed the amount of their Appeal Bond at one hundred dollars and in pursuance of said notice said H. D. Gill and Annie Gill with defendant C. F. Gill on the 12th day of August A. D. 1889 and within 30 days from the adjournment of said Court at said term thereof executed to said Administrator R. G. Cotton or Emily M. Adams their Appeal Bond for \$100⁰⁰ conditioned according to law that "if the said H. D. Gill and Annie Gill shall prosecute their appeal to effect without unnecessary delay and shall abide and perform the order and judgment of said Circuit Court and pay all damages and costs which may be awarded against them the said H. D. Gill and Annie Gill then this obligation shall be void; otherwise it shall remain in full force and virtue in law."

That said Appeal Bond was duly approved by R. M. Croy the Clerk of said Court and it was duly filed the 12th day of August 1889, a copy of the same is hereto attached. That afterwards said cause so appealed was heard in said Circuit Court at its September term 1890 and a decree was rendered by said Court in favor of said R. G. Cotton against said H. D. Gill and Annie Gill for the sum of five hundred and eighty six dollars and thirty cents debt and \$48 ¹⁷/₁₀₀ costs on the 24th of September 1890, and an order of sale of said premises and said cause was remanded back to said Court of Common Pleas for the purpose of carrying said order and judgment into execution.

That in said Court of Common Pleas such proceedings were had that at its November term 1891 the sale of said premises was confirmed and after paying prior liens on said premises and costs there remained only two hundred and eighty dollars of the proceeds of said sale to apply on said decree and judgment of the said Circuit Court leaving a balance of \$355 ¹⁷/₁₀₀ unpaid and said Court of Common Pleas at its said November term 1891, to wit, on the 5th day of December by its decree awarded execution in said cause against said H. D. Gill and Anna Gill for the said balance of \$355 ¹⁷/₁₀₀ and a writ of execution thereupon issued on said last mentioned judgment which the Sheriff of said County duly returned that said H. D. Gill and Annie Gill "had no property lands or tenements whereon to levy."

There is still due and unpaid on said decree rendered as aforesaid in said Circuit Court in favor of the plaintiff against said defendants said sum of three hundred and fifty five dollars and seventeen cents for which said signers of said Appeal Bond are liable to the extent of the one hundred dollars named in said Appeal Bond and therefore plaintiff prays judgment on said claim against said H. D. Gill, Annie Gill and C. F. Gill for said sum of one hundred dollars with interest from this date by reason of the premises.

Robinson & Woodburn
S. S. Gardiner, Attorneys for Plaintiff.

The State of Ohio,
Union County ss

J. N. Robinson being duly sworn says he is one of the

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attorneys of the plaintiff in the above case and that plaintiff is not a resident of said County and he believes the allegations of the foregoing petition are true.

J. W. Robinson.

Sworn to before me and signed in my presence this 7th day of August, 1892. L. Piper, Probate Court. (Seal)

Copy of Bond

Appeal Bond to Circuit Court.

Know all men by these presents that we H. D. Gill, Annie Gill are held and firmly bound unto Emily M. Adams or one Cotton Administrator of Susan M. Adams in the penal sum of one hundred dollars to the payment of which well and truly to be made we do jointly and severally bind ourselves, our heirs, executors and Administrators. Sealed with our seals and dated this day of August 1889.

The condition of the above obligation is such that whereas the said H. D. Gill and Annie Gill has taken an appeal from a certain decree rendered against them and in favor of the said Administrator of Susan Adams in the Court of Common Pleas within and for the County of Union and State of Ohio at the May term 1889 in case No. 5657 entitled Emily M. Adams Administrator vs. Annie Gill et al to the Circuit Court of said County.

Now if the said H. D. Gill and Annie Gill shall prosecute their appeal to effect without unnecessary delay and shall abide and perform the order and judgment of said Circuit Court and pay all damages and costs which may be awarded against them the said H. D. Gill and Anna Gill then this obligation shall be void, otherwise it shall remain in full force and virtue in law.

H. D. Gill [Seal]
Anna Gill [Seal]
C. F. Gill [Seal]

The execution of the above undertaking and the sufficiency of the sureties therein approved by me this 12th day of August 1889. R. M. Erory, Clerk.

To the Clerk:

Issue Summons for defendants and endorse petition for money only on an Appeal Bond for \$100⁰⁰ with interest from August 8th, 1892.

J. W. Robinson, R. L. Woodburn
S. S. Gardiner, Attorneys for Plaintiff.

Summons

Afterward, on the 13th day of August, 1892, a Summons was issued by the Clerk of said Court, indorsed to wit:

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify H. D. Gill, Anna Gill and C. F. Gill that they have been sued by G. S. Stultz, Administrator of the estate of Susan Adams, deceased, in the Court of Common Pleas of Union County, and must answer by the 10th day of September A. D. 1892, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You

6411

will make due return of this summons on the 22nd day of August A. D. 1892.

Witness my hand and the seal of said Court, this 13th day of August A. D. 1892. R. McCrory, Clerk.

Indorsed: In action for Money Only, on an Appeal Bond for \$100⁰⁰ with interest from August 1st, 1892.

Sheriff's Return

6411

And on the 22nd day of August, 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Seriff's Return	30	The State of Ohio	Sheriff's Return.
Adl. Dfts.	15	Union County	
Mileage	3 20		
Copy	60		
Total	4 25		

Received this writ August 13th, A. D. 1892, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to Anna Gill and C. H. Hill on the 22nd day of August 1892. H. D. Gill not found in any county. Thomas Martin, Sheriff.

Entry

6411

Afterward, on the 13th day of September, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

G. S. Stultz, vs. H. D. Gill et al. Journal 16, Page 217.

This day came the said plaintiff but the defendant came not but made default. Whereupon the plaintiff waived a trial by jury and submitted this cause to the Court, whereupon the Court being fully advised in the premises find for the plaintiff that there is due him from the defendants as alleged in his said petition the sum of One hundred dollars.

Therefore it is considered and adjudged by the Court that the said plaintiff recover of the said defendants the said sum of One hundred dollars and his costs herein taxed at \$-

R. McCrory Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of November, to wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 28th day of March, 1892, Edwin R. Cranston filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John Hartshorn, et al, to wit:

State of Ohio
Union County
Edwin R.

John Hartshorn
S. J. Stultz
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Petition

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State of Ohio,
Union County:
Edwin R. Cranston, Plaintiff
vs.
John Hartshorn, ^{3/4} Sarah
Hartshorn, his wife, S. J. Sterling,
S. J. Sterling, Minnie Sterling, ^{1/4}
Nona Shadrick (widow of John
Shadrick, Decd.) heirs of Ezekiel
Hammond, Decd, ^{3/4} all the
unknown heirs of E. Hammond
deceased. Defendants.

Court of Common Pleas
Union County, Ohio.

Petition

1165

For a cause of action against the said defendants, the plain-
tiff says that he is seized in fee-simple and is in the actual poss-
-ession of the following described (premises) real estate in which the
said defendants claim an interest and estate adverse to the
plaintiff, to-wit:

Situate in Liberty Township Union County, Ohio, part of
Survey n^o 12472. Beginning at the south-east corner of 36 acres
conveyed by the Executor of James M^o Hroy, deceased, to E. Hammond
and Stephen Cranston Sr.: Deed recorded in Volume 26, Page 383,
Union County Deed Records, and in the center of the Newton and
Woodstock road: thence with the center of said road N. 8^{3/4} - E. 34^{7/8}
poles to the south-east corner of 18 acres conveyed by S. Cranston Sr.
to E. Hammond February 5th, 1868 recorded in Volume 35, Page 203
Union County Deed Records: thence N. 81^{1/2} - W. with the south line
of said 18 acre lot 68 poles to a stone in the center of the Newton
and Middleburg road: thence with the center of said road S. 47-
N. 54 poles to the south-west corner of said 36 acre tract in north
line of Stephen Cranston's land: thence with the south line of
said 36 acre tract S. 82 - E. 76 poles to the place of beginning contain-
ing 18 - more or less and being the south half of the 36 acre
tract sold by the Executor of James M^o Hroy to E. Hammond and
S. Cranston on the 18th day of January, 1864 by deed recorded in
Volume 26, Page 383 Union County Deed Records.

The plaintiff further avers that he derives his title to
said lands and tenements under the following clause contained
in the last Will and Testament of Stephen Cranston Sr. deceased.

"I Bequeath to my son Edwin R. Cranston a piece or parcel
of land containing 18^{3/4} acres adjoining lands owned by E.
Hammond, A. Clark and S. Cranston Jr., said S. Cranston Jr.
having got of S. Griffin his said land, and lying and being on
the Woodstock and Crowder road." See Plat hereto attached
marked "A."

The plaintiff further avers that on the 18th day of January
1864 the following described tract of land of which the above de-
scribed tract is a part, was conveyed to E. Hammond and S.
Cranston Sr. by John M^o Hroy, Executor of James M^o Hroy, deceased
to-wit: "Situate in Liberty Township, Union County, Ohio and

part of Survey N^o: 12472. Beginning at a stake in the south line of the E. Powell lot of 100 acres and in the center of the Middleburg road: thence with said road N. 46 - E. 153 ⁷/₁₀ poles to a stake in the east line of said Powell land and in the center of the Woodstock road: thence with the Woodstock road S. 8 - N. 120 poles to a stake in said road and corner of the Powell land: thence N. 82 - N. 76 poles to the beginning containing 36 acres more or less.

The "Granting Clause" in said deed is as follows:

I, John M^o: Hroyds said Executor in consideration of the powers in me vested by virtue of said proceedings do hereby sell and convey to E. Hammond and S. Cranston Sr. their heirs and assigns forever the said real estate to have and to hold the same unto said Hammond and Cranston in common share and share alike."

Plaintiff further avers that on or before the 5th day of February 1868 the said E. Hammond and S. Cranston Sr. divided said 36 acre tract between them and each took possession of his respective part in severalty, and that the same has been so held by the said E. Hammond and S. Cranston Sr. and by those holding and claiming title under them ever since, and that the said S. Cranston Sr. and Edwin R. Cranston (the plaintiff) claiming title under him, have held the open, notorious, exclusive and adverse possession of the same ever since for a period of over twenty-one years.

Plaintiff further avers that he is informed and believes that the said Hammond & Cranston on the 5th day of February 1868 executed to each other conveyances for their respective parts of said land. That a Quit-Claim Deed from S. Cranston Sr. & wife to E. Hammond dated February 5th 1868 is recorded in Volume 35, Page 203 conveying the north half of said 36 acre tract described as follows, to-wit: Part of Survey N^o: 12472.

Beginning in the center of the Newton & Middleburg road at a stone with pieces of earthenware under it in the center of the Newton and Woodstock road: thence with the center of the Newton and Woodstock road S. 8 ³/₄ - N. 85 ⁷/₁₀ poles to a stone: thence N. 81 ¹/₂ - N. 68 poles to a stone in the center of the Newton & Middleburg road: thence with the center of said road N. 47 - E. 154 ⁷/₁₀ poles to the beginning, containing 18 acres more or less.

Plaintiff avers that there is an error in the last call of the above description. That it should be "N. 47 - E. 100 poles" instead of "N. 47 E. 154".

Plaintiff further avers that the deed from E. Hammond and wife to S. Cranston Sr. was never recorded and is either lost or destroyed and cannot now be found and that by reason of said deed not having been recorded a cloud is cast upon his title. 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 that his title may be quieted: for costs, and for all relief to which, upon the facts of the case, he may be entitled in law or equity.

Cole & Bales, Attys. for Plff.

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Affidavit

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State of Ohio,
Hardin County

Edwin R. Cranston being first duly sworn according to law say that he is the plaintiff in this action and that allegations, and facts stated in the following petition true as he verily believes.

Edwin R. Cranston.

Subscribed and sworn to this 23rd day of March, A. D. 1891.

(Seal)

S. Wilkin, Notary Public,

Hardin County, Ohio.



Affidavit

6165

Afterward, on the 28th day of March, 1891, an Affidavit for Publication was filed with the Clerk of said Court, to wit: Court of Common Pleas, Union County, Ohio.

Edwin R. Cranston, Plaintiff
vs.
John Hartshorn et al. Defendant

Edwin R. Cranston the above named plaintiff makes solemn oath that service of a summons cannot be made upon the said defendants S. J. Sturling, S. J. Sturlin, Minnie Sturlin, Nona Shadrick, and the unknown heirs of C. Hammond deceased within this the State of Ohio; that their place of residence cannot by reasonable diligence be ascertained and is unknown and further affiant saith not.

Edwin R. Cranston.

Sworn to and subscribed before me by the said Edwin R. Cranston this 23rd day of March 1891.

(Seal)

S. Wilkin, Notary Public.

Pracise To the Clerk:

Issue Summons to the Sheriff for John Hartshorn and Sarah Hartshorn. Indorsed: an action to quiet the title to 18 acres of land in the petition described, returnable according to law. Filed June 29th, 1891. Cole & Bales, Attorney for Plaintiff

Summons

6165 Afterward, on the 29th day of June A. D. 1891, a Summons was issued by the Clerk of said Court, indorsed to wit:

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify John Hartshorn and Sarah Hartshorn, his wife that they have been sued by Edwin R. Cranston in the Court of Common Pleas of Union County and must answer by the first day of August 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 13th day of July A. D. 1891.

Witness my hand and the seal of said Court this 29th day of June, A. D. 1891.

(Seal.)

R. M. Croy, Clerk.

Indorsed: In action to quiet title to 18 acres of land in the petition described.

Demurrer

6165 Afterward, on the 24th day of August, 1891, a Demurrer was filed with the Clerk of said Court, to wit:

Edwin R. Cranston

vs.

Union Common Pleas Court.

John Hartshorn et al

Now comes the defendant John Hartshorn and demurs to the petition of the said Edwin R. Cranston on the grounds "that the petition does not state facts sufficient to constitute a cause of action." W. W. Merchant,

Attorney for John Hartshorn.

Motion

6165 Afterward, on the 25th day of August, 1891, a Motion was filed with the Clerk of said Court, to wit:

Edwin R. Cranston, Plaintiff

vs.

Court of Common Pleas,
Union County, Ohio.

John Hartshorn, et al Defendant

Now comes the plaintiff and moves the Court for an order to strike the defendants demurrer from the files for the reason that same was filed out of rule and without leave of the Court first obtained, the same having been filed August 24th, 1891.

Cole & Bales.

Proof of Publication

6165 Afterward, on the 25th day of August, 1891, a Proof of the Publication was filed with the Clerk of said Court, to wit:

Legal Notice

S. J. Sturling, S. J. Sturlin, Minnie Sturling, Minnie Sturlin Nora Shadrick, heirs of E. Hammond, deceased, whose residences are unknown and the unknown heirs of E. Hammond will take

notice to his petition case No. 1891-1864, Newton & north 8 conveyed 5", 1868, Records. lot, 68 ft road: 14 poles to the north line of s. of begin thirty-s thereof, a twenty of the fe dated va and in north 1 203, the 47° east is asked answer be taken

Survey of 18 acres con to E. Ham 1871, 1864, Newton & north 8 conveyed 5", 1868, Records.

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Entry

6165

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notice that on the 28th day of March, 1891, Edwin R. Cranston filed his petition in the Common Pleas Court, Union County, Ohio, in case N^o 6165 against the above named parties and others, praying that his title may be quieted to the following described land:

Situated in Liberty Township, Union County, Ohio, part of Survey N^o 12472, beginning at the south-east corner of thirty-six acres conveyed by the executor of the Will of James M^o Troy, deceased to E. Hammond and Stephen Cranston, Sr. by deed dated February 18th, 1864, recorded in Volume 26, Page 383, and in the center of the Newton and Woodstock road: thence with the center of said road north 8³/₄ - east 34⁵/₁₀ poles to the south-east corner of eighteen acres conveyed by S. Cranston Sr. to E. Hammond, by deed dated February 5th, 1868, recorded in Volume 35, Page 203 Union County Deed Records: thence north 81¹/₂ - west with the south line of said 18 acre lot, 68 poles to a stone in the center of the Newton and Middleburg road: thence with the center of said road south 47^o - west 54 poles to the south-west corner of said thirty-six acre tract, on the north line of Stephen Cranston's land: thence with the south line of said thirty-six acres south 82^o - east 96 poles to the place of beginning containing 18 acres, being the south half of said thirty-six acres, for the reason that he is seized in fee simple thereof, and has held adverse possession thereof, for more than twenty-one years, but there is a cloud in his title by reason of the fact that the deed from E. Hammond to S. Cranston Sr. dated about February 5th, 1868 was not recorded and has been lost and in the deed from S. Cranston Sr. to E. Hammond for the north half of said thirty-six acres recorded in Volume 35, Page 203, there is an error in the description, one line being north 47^o - east 154 poles when the distance should be 100 poles, which is asked to be corrected. Said parties are required to answer in or before the first of August, 1891 or judgment may be taken against them.

Edwin R. Cranston.

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 "Mansville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 10th, 1891.

L. G. English.

Sworn to and subscribed before me, this 25th day of August 1891.
(Seal) R. McCreary, Clerk.

Afterward, on the 16th day of November 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Entry
Edwin R. Cranston
vs.
John Heartshorn et al
6165

Journal 16, Page 50.

State of Ohio,
Union County. Court of Common Pleas,
Edwin R. Cranston, Plaintiff

vs.

John Hartshorn, Sarah Hartshorn
his wife, S. J. Sterlin, Mennie Sterlin
Nina Shadruck, widow of John Shadruck,
deceased, heirs of Ezekiel Hammond
deceased, and all the unknown heirs
of Ezekiel Hammond, deceased, Defendants

Now comes the plaintiff by his attorneys and the defend-
ant having withdrawn his demurrer to the plaintiffs petition
and being in default for answer the court find that the
allegations of the petition are confessed by him to be true.

The court further find that at the time of bringing
this action the 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 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 de-
fendants as prayed for in his petition.

It is therefore ordered adjudged and decreed that the title
and possession of the said Edwin R. Cranston to all and singu-
lar the premises in the petition described, to wit:

Situate in Liberty Township, Union County, Ohio. Part of
Survey N^o 12472. Beginning at the south-east corner of 36
acres conveyed by the Executor of James M^o Droy, deceased, to E.
Hammond and Stephen Cranston Sr. deed recorded in Volume 26
Page 373 Union County Deed Records and in the center of the
Newton and Woodstock road: thence with the center of said
road N. 84³/₄ - E. 34⁷/₈ poles to the south-east corner of 18 acres con-
veyed by S. Cranston Sr. to E. Hammond February 5th, 1868 recorded
in Volume 35, Page 203 Union County Deed Records: thence N. 71¹/₂-
W. with the south line of said 18 acre lot 68 poles to a stone in
the center of the Newton and Middleburg road: thence with the cen-
ter of said road S. 47 - N. 54 poles to the south-west corner of said
36 acre tract in north line of Stephen Cranston's land: thence
with the south line of said 36 acre tract S. 82 - E. 96 poles to the place
of beginning containing 18 acres more or less and being the south-
half of the 36 acre tract sold by the Executor of James M^o Droy to
E. Hammond and S. Cranston on the 18th day of January 1864 by
deed recorded in Volume 26, Page 383 Union County Deed Records,
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 claim to said premises or any part thereof adverse
to the title and possession of said Edwin R. Cranston his heirs

or assigns
plaintiff

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Petition

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or assigns thereto. That the costs of this action be paid by the plaintiff Edwin R. Cranston.

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 September, to-wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 19th day of December, 1891, Joanna Hays filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Russel J. Rickman et al, to-wit:

Joanna Hays, Plaintiff
vs.

Russel J. Rickman, John Rickman,
Sandusky Rickman, Elizabeth
Rickman, Thomas Rickman, Marion
Rickman, Jefferson Rickman, Rebecca
Rickman, Oliver Rickman, Hannah
Rickman, The unknown heirs of
Hannah Rickman deceased, & the
unknown heirs of Oliver Rickman,
deceased. Defendants.

Court of Common Pleas
Union County, Ohio.

The said plaintiff Joanna Hays respectfully represents that on the 3rd day of July, 1877, Russel Rickman died in the County of Union in the State of Ohio, seized in fee simple in his own right of the following real estate situate in the said County of Union described as follows, to-wit: Being part of Survey No. 7869. Beginning at a stake and stone in the north line of David B. Crabill's land: thence with said line N. 50° 20' E. 126 poles to a maple and corner of said Crabill's land: thence with another of his lines N. 30° E. 127 poles to a stake and stone S. E. corner of fifty acres owned by William Bethard: thence with the south line of said Bethard's lot S. 80° 20' W. 126 poles to a stake and stone in said line: thence S. 30° W. 127 poles to the beginning containing one hundred acres.

That said Russel Rickman died intestate leaving the following children his sole heirs at law to whom said land descended in fee simple, to-wit: Russel J. Rickman, John Rickman, Sandusky Rickman, Elizabeth Rickman, Thomas Rickman, Thomas Rickman, Marion Rickman, Jefferson Rickman, and Rebecca Rickman, who were in possession of said lands immediately

after the decease of their father aforesaid and all of whom conveyed to the plaintiff the said land with covenants of warranty and under the said conveyances the plaintiff hath held and is now holding peaceable and quiet possession of the said lands and neither of them claim any interest in said land since they conveyed the same as aforesaid to the plaintiff.

The plaintiff says that Russel Rickman many years ago resided in the State of Illinois and as plaintiff is informed and believes and avers in the County of Jasper of that State and while there he was reported to have had born to him and to his first wife two children named Oliver Rickman and Hannah Rickman whom he left there before any of his said other children were born, the latter being by his second wife to whom he was lawfully married after the death of his first wife, but the said heirs and children of the said Russel Rickman by his second wife say they have no knowledge of the truth or falsity of said report, nor have they ever seen either the said Hannah or Oliver Rickman and the plaintiff hath made diligent inquiry as to the truth of said report and said defendants from whom she obtained said conveyances for said land, also have made diligent inquiry as to the truth of said report and they all have been unable to find said Oliver or said Hannah and have been unable to hear from them or either of them or to learn about either of them except the report of the said Russell Rickman that he had said two children and left them as aforesaid and had never seen them or heard from them except that their father said he heard they had died before he went back to said Jasper County some nineteen years ago.

The plaintiff says that if the said Russel Rickman had either a son or daughter named Hannah or Oliver that they both died long ago without child or heirs direct and at the death of the said Russel Rickman he did not leave any other heirs at law except those named as aforesaid.

The plaintiff says the said report has caused a cloud to be cast on her title to said land so that she cannot sell the same for its value on that account, and she says she is entitled to have her title quieted against such pretended heirs and says that equity requires that she should have a decree against the defendants quieting her said title and therefore she prays that notice be given to the said Oliver and Hannah Rickman if there be such persons, heirs of said Russel Rickman and if they be dead leaving heirs that their unknown heirs be made defendants hereto and that on final hearing, if it be true that such heir or heirs exist that partition be made of said lands assigning to the plaintiff eight shares of said land and the said Oliver and Hannah and their heirs their shares in said land in the proportion to which they are entitled; and that if it be found that they are not living or have left no heirs that the court may grant plaintiff a decree quieting

her title on account

The State Union Co.

J. plaintiffs allegation is not a matter neither the or Hannah to either a newspaper Show of December

Proof of Publication of Joanna's Or.

Russel G. No.

6305- Sandusky Marion Rickman Hannah whose name said Joan Crowl, also -chase from real estate No. 7569.

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from all that said Russel Rickman ing any have her any claim be living Russel Rickman be made

her title and possession to said lands against any claim by or on account of them or either of them to said lands.

Robinson & Woodburn,
Attorneys for Plaintiff.

The State of Ohio,
Union County ss:

J. N. Robinson being duly sworn says he is one of the plaintiff's attorneys in the foregoing case and he believes the allegations of the foregoing petition are true and that plaintiff is not a resident of the County of Union. Further that neither the names or residence of the heirs of Oliver Rickman or Hannah Rickman if living known to affidavit and that notice to either and all of them can be made only by publication in newspaper.

J. N. Robinson.

Sworn to before me and signed in my presence this 10th of December, 1891.

R. M. Gregory, Clerk.

(Seal) Bay W. M. Winget, Deputy.

Afterward, on the 26th day of March, 1892, a Proof of the Publication was filed with the Clerk of said Court, to wit:

Proof of Publication

Joanna Hays

Legal Notice.

vs.

Court of Common Pleas,

Russel T. Rickman et al

Union County, Ohio.

305-

Notice is hereby given to Russel T. Rickman, John Rickman Sandusky Rickman, Elizabeth Rickman, Thomas Rickman, Marion Rickman, Jefferson Rickman, Rebecca Rickman, Oliver Rickman, Hannah Rickman, if living, and to the heirs of said Hannah Rickman and Oliver Rickman, if any there be, and whose names and residences are to plaintiff unknown; that said Joanna Hays has filed her petition against them in said Court, alleging that she is in possession of and owns by purchase from the heirs of Russel Rickman, deceased, the following real estate in Union County, Ohio, to wit: Being part of Survey N^o 7569. Beginning at a stake in the north line of David B. Cahill's land: thence with said line north 80-20 east 126 poles to a maple corner to said Cahill's land: thence with another of his lines north 30- east 127 poles to a stake and stone in the south-east corner of fifty acres owned by William Bethard: thence with his south line South 80-20- west 126 poles to a stake and stone in said line: thence south 30 west 127 poles to the beginning containing 100 acres.

That she obtained conveyances by deed for said land from all of said defendants except Oliver and Hannah Rickman that said Oliver and Hannah Rickman, if they were heirs of Russel Rickman deceased, died many years ago, without leaving any child or children, and that plaintiff is entitled to have her title and possession to said land quieted against any claim by them, but if said Hannah or Oliver Rickman be living or died leaving any direct heirs, who are heirs of Russel Rickman deceased, then that partition of said land may be made: and the prayer of said petition is in the alternative,

That she obtained conveyances by deed for said land from all of said defendants except Oliver and Hannah Rickman that said Oliver and Hannah Rickman, if they were heirs of Russel Rickman deceased, died many years ago, without leaving any child or children, and that plaintiff is entitled to have her title and possession to said land quieted against any claim by them, but if said Hannah or Oliver Rickman be living or died leaving any direct heirs, who are heirs of Russel Rickman deceased, then that partition of said land may be made: and the prayer of said petition is in the alternative,

to quiet said title in case there be no such heirs, and to make partition in case there be such heirs. The said defendants are required to answer said petition by Saturday the 6th day of February 1892, in said Court.

The State of Ohio,
Union County ss:

Robinson & Woodburn
Attorneys for Plaintiff.

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 December 23rd, 1891. x
H. C. Shearer.

Sworn to and subscribed before me, this 26th day of March 1892. (Seal) R. M. Leroy, Clerk.
Printer's Fee \$21.00

Entry
6305
Afterward, on the 5th day of October, 1892, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Joanna Hays
vs.
Russel T. Rickman
et al.
Journal 16, Page 240.

This day came on this cause to be heard by the Court and the Court being fully satisfied that due notice hath been given to all the defendants by notice duly published of the pendency of this proceeding, and upon sufficient proof being satisfied in the premises doth find the allegations of the petition to be true and that a cloud doth hang over the title of the plaintiff in the land in the petition described by reason of the facts alleged in said petition and doth find that there are no heirs at law of the said Russel Rickman, deceased, except those mentioned in said petition who have conveyed said land to the plaintiff and that she hath obtained deeds of conveyance therefor from all the living heirs of the said Russel Rickman deceased.

And therefore it is ordered and decreed by the Court that all the defendants and all persons claiming to be the heirs of Russel Rickman including the persons named in said petition as Hannah Rickman and Oliver Rickman, if living, and all persons whose names and residences are unknown who claim to be heirs of said Hannah Rickman and Oliver Rickman if any there be, are enjoined by the decree of the Court from making any claim on said land or disturbing the the possessions of this plaintiff and her title and possession is forever by this Court quieted in her against all of said defendants, and all said claimants and pretended claimants and this decree shall operate as a full and complete quiet to her in said land bought by her from all the said heirs of said Russel Rickman deceased, interested therein, and the Court order the plaintiff to pay the costs of this proceeding taxed to \$-

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of September, to wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 28th day of September, 1892, the following Petition, Answer and Entry into Cognovit Note was filed with the Clerk of said Court, to wit: The State of Ohio,

Petition Union County, ss: Court of Common Pleas,
Jesse L. Cameron, Plaintiff

6438

vs.
L. W. Crain, B. Crain,
John A. Keller, Defendant

Petition.

The defendants, on the 7th day of November 1888, executed and delivered to J. C. Sweet 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 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 One hundred and sixty-five dollars with interest at the rate of 8 per cent. per annum, from the 7th day of November, A. D. 1888.

Wherefore plaintiff prays a judgment against said defendant for the sum of One hundred and sixty-five dollars with interest thereon from the 7th day of November A. D. 1888 at the rate of 8 per cent. per annum till paid, and for costs of suit.

J. L. Cameron,
The State of Ohio, Attorney for Plaintiff.
Union County ss:

Jesse L. Cameron being sworn, says he is the 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.

Sworn to by said Jesse L. Cameron before me, and by him signed in my presence this 27th day of September, 1892.
R. M. Erory, Clerk
(Seal) By W. M. Wingt, Deputy.

\$165.⁰⁰ One year after date, for value received we or either of us promise to pay J. C. Sweet or order One hundred and sixty-five dollars with interest at eight per cent. per annum, from date until paid. Interest to be paid annually and interest at same rate on interest over due. And on failure to pay interest at any time when due, the whole debt at option of the holder hereof to become due and payable. Payable at the

Law Office of J. O. Sweet, Bellefontaine, Ohio, or at such other convenient place in Logan County, Ohio, as the holder hereof may designate. And we authorize and empower any Attorney-at-Law at any time after the above debt, principal or interest becomes due, to appear for us without process, in any Court of Record, and confess a judgment for the said amount due, interest and cost, in favor of the legal holder, indorsee or assignee thereof, and release all errors which may accrue in the rendition of such judgment, and waive the right to file a petition in error.

Witness my hand and seal at Bellefontaine, Ohio, this 7th day of November A. D. 1888.
B. W. Brain
B. Brain
John A. Keller

Seal
Seal
Seal

"I guarantee payment and waive notice of non payment."
The State of Ohio,
Union County ss: Court of Common Pleas.
Jesse L. Cameron, Plaintiff
vs.
J. O. Sweet.

Answer

Answer.

6438 B. W. Brain, B. Brain
John A. Keller, Defendant.

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 two hundred and twenty-five 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.

J. M. Kennedy,
Attorney for Defendant.

Entry

Journal 16, Page 227.

6438 B. W. Brain, B. Brain
John A. Keller, Defendants

This day came the plaintiff by his attorney; also appeared in open Court, for and on behalf of said defendant J. M. Kennedy 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 twenty-five 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 and two interest co. A. D. 18--; 10

Attest

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Petition

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plaintiff recover of said defendant the sum of two hundred and twenty-five dollars being the amount of said note with interest computed at 8 per cent. per annum from the -- day of A.D. 18--; and also -- costs herein expended taxed at \$--.

Attest
R. M. G. vry 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. Cuce, Judge of said Court, of the term of September, to-wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 12th day of September, 1892, the following Petition, Answer, and Entry as to Rogovot Note was filed with the Clerk of said Court, to-wit Joseph Comer, Plaintiff

Petition

vs.

Court of Common Pleas.

A. Nicholas, Defendant

1434

The defendant on the 13th day of December A.D. 1877, executed and delivered to Comer and Barst (plaintiff was at said time a member of said firm and is now the owner and holder of said note) his promissory note of that date, with the warrant of attorney annexed which warrant and note are hereto attached marked Exhibit "A." and made part of this petition.

Said note is unpaid, and there is now due the plaintiff on said note the sum of two hundred and ninety-six dollars and eighty cents, with interest at the rate of 8 per cent. per annum from the 14th day of December A.D. 1877.

Wherefore plaintiff prays judgment against said defendant for the sum of two hundred and ninety-six dollars and eighty cents, with interest thereon from the 14th day of December, A.D. 1877 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 12th day of September, A. D. 1892.

(Seal)

R. McElroy, Clerk.

By W. M. Wingot, Deputy.

Exhibit \$296.⁰⁰ Dayton, Ohio, December 13th, 1877.

"A." One day after date I promise to pay to the order of Comer & Co. One hundred and ninety-six ⁰⁰/₁₀₀ dollars with 8 per cent. interest after maturity. Value received, payable at - - -

And I hereby authorize and empower any Attorney-at-Law of any Court of Record at any time after the above note becomes due, to appear for me without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost, in favor of the legal holder thereof which may accrue in the rendition of such judgment. And I hereby release and waive all errors, and all right of appeal and second trial and stay of execution in my behalf.

The State of Ohio, A. Nicholas. Seal
Union County ss: Court of Common Pleas.

Joseph Comer, Plaintiff

Answer vs. Answer.
A. Nicholas, Defendant.

6434 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 six hundred and forty six dollars and eighty nine 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 W. Porter,
Attorney for Defendant.

Entry Joseph Comer vs. A. Nicholas Journal 11, Page 211.

6434 This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendant, Edward W. Porter 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 six hundred and forty six dollars and eighty nine 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 six hundred and forty six dollars and

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eighty-nine cents, being the amount of said note with interest computed at 5 per cent. per annum, from the 14th day of December A.D. 1877; and also costs herein expended, taxed, at 5-

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The following Entry was filed December 5th 1892.

Entry. Amey & Mitchell. | Court of Common Pleas.
 vs. | Union County Ohio.
 Mary & Lehman et al. | Entry.

This day leave was granted the plaintiff herein to file an Amended petition in days from the rising of the Court.

D. W. Ayers, Attorney for Plaintiff.

The following Entry was filed April 24th 1894.

Entry Amey & Mitchell Plaintiff. | Entry.
 vs. |
 No. 6242. Mary & Lehman et al. Defendant.

And now this cause coming on to be heard upon the Amended petition and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demand of the said Amended petition, and that they are in default for answer thereto. Thereupon the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the said Amended petition: That the plaintiff Amey & Mitchell has a legal right to one fourth: The defendant Charles & Lehman has a legal right to one fourth thereof: Bertha Lehman has a legal right to one fourth thereof, and John J. Lehman has a legal right to one fourth thereof. And that Mary & Lehman, said defendant herein, is the widow of Christian Lehman deceased, and that she is entitled to dower in said premises; and that plaintiff is entitled to have partition made in said premises as prayed for in her petition. It is therefore ordered and adjudged and decreed that partition of said estate be made. Three judicious and disinterested free holders of the vicinity are hereby appointed Commissioners to make the same but it is ordered upon the answer of the said Mary & Lehman that if in the opinion of said Commissioners said estate can not be divided by metes and bounds without injury to the value thereof no dower be assigned and that said premises be appraised free from said dower interest. And it is ordered that a writ issued to the Sheriff of Hardin County commanding him that by the oath of the Commissioners a tract named be cause to be set off and divided to each of the afove named parties. The part and proportion of said estate to which they are herein before severally found entitled and a tract to be set off and assigned dower of the said Mary & Lehman, if said estate and be divided in manner as afove. And of his proceedings herein the said Sheriff is ordered to make due return.

D. W. Ayers, Attorney for Plaintiff
 (D)

Affidavit
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Entry. Amey & Mitchell
 vs. Mary & Lehman et al.

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 No. 6242. Amey & Mitchell
 vs. Mary & Lehman et al.
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 Bertha Lehman

Afterward on the 2nd day of July, A.D. 1894 The following Entry was made on the Journal by the Clerk of the Court:

Entry.	Amy E. Mitchell. Plaintiff.	Court of Common Pleas.
	vs.	Union County Ohio.
	Mary E. Lehman et al. Defendants.	Entry.

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 can not be divided by meter and bounds without injury to the value thereof and that said Commissioners have made and returned their appraisement of the value thereof free from the claims of the said Mary E. Lehman in the sum of One Hundred and Seventy Five Dollars (\$175⁰⁰) The Court find the said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said estate at its appraised value and the said Mary E. Lehman having by her Answer waived her claim by meter and bounds and asked that in lieu thereof its value be paid her in money, on motion of the Plaintiff it is ordered that said premises be sold at Public Auction free of the claims of the said Mary E. Lehman and that an order issue therefor to the Sheriff of Hardin County and on motion and for good cause shown, it is ordered that the sale be made for cash - And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

D. W. Ayers Attorney for Plaintiff.

The following Receipt was filed the 13th day of December A.D. 1894.

Receipt No. 6242.	Amy E. Mitchell.	Court of Common Pleas.
	vs.	Union County Ohio.
	Mary E. Lehman.	Marysville, Dec 13 th 1894.

To the Clerk of said Court:

I have Order of sale in the above case to Sheriff of Hardin County Ohio, returnable according to law.

D. W. Ayers, Attorney for Plaintiff.

The following Order of Sale was filed the 23rd day of February A.D. 1895.

The State of Ohio.	}	To the Sheriff of Hardin County, Ohio.
Union County Ohio.		

In pursuance of the Order of our Court of Common Pleas within and for the County of Union at the April Term, A.D. 1894 in a certain Cause for Partition, now pending in said Court, wherein Amy E. Mitchell Plaintiff, and Mary E. Lehman, Charles E. Lehman, Burtha Lehman and John J. Lehman Defendants, we command you that

without delay, you proceed to sell at public Auction, the lands and tenements in said petition described, to-wit: Situate in Garden County, Ohio, being the North half of In Lot No forty four (44) in Charles Brumm's Garden addition to the town of Xenia, as the same is known and designated on the Recorder's Plat of said addition, said lot is subjected to a survey which may reduce the depth of said lot a few feet. - Record, Vol. 63, Page 506. Appraised at \$175.00
 Appraised at \$75.00 subject to the Power & State of Ohio: And that your proceedings in the premises you make known to one said Court of Common Pleas at their next term, and have you then and there this writ.
 Witness my hand and the seal of the said Court, at Mansfield this 13th day of December A. D. 1894.

J. N. Cornell, Clerk.

Qualification of Publication.

The State of Ohio

} S.S.

Garden County.

E. L. Millar of the Xenia Republican, a newspaper printed and of general circulation in the County of Garden and State of Ohio, being duly sworn, according to laws says that a notice, a true copy of which is hereto attached, was published in said paper for 5 successive weeks, beginning on the 21st day of December A. D. 1894.

Printers fees \$9.75

E. L. Millar.

Sheriff's Sale.

Amey & Mitchell,
V.S.

Thos. G. Lehman,

By virtue of an Order of Sale issued to me in the above entitled case from the Court of Common Pleas of Union County Ohio, I will offer at Public Sale at the west door of the Court House in Xenia, in said County of Garden, on Tuesday, January 22nd, A. D. 1895, at 2 o'clock P. M. of said day, the following described real estate, situate in the County of Garden and State of Ohio, to-wit: Situate in Garden County, Ohio, being the north half of in lot number forty four (44) in Charles Brumm's Garden addition to the town of Xenia, as the same is known and designated on the Recorder's Plat of said addition, said lot is subjected to a survey which may reduce the depth of said lot a few feet. Record Volume 63, Page 506. Appraised at \$175.00 Terms of Sale Cash.

Albet. S. Ranney, Garden County, Ohio.

Sheriff's Return.

The State of Ohio

} S.S.

Garden County.

I received this Order of Sale on the 10th day of December 1894 and in obedience to the command of the same, I did, on the 15th day of December 1894 cause to be advertised in the Xenia Republican (a newspaper printed, and published and of general circulation in Garden County) said lands and tenements to be sold at Public Sale, at the door of the Court House of said County, on the 22nd day of January A. D. 1895 at 2 o'clock P. M. of said day, and having advertised the said lands and tenements for more than three days previous to the day of sale, to-wit: five consecutive weeks in the Xenia Republican

And in full at the time at public January 22

Sheriff's Fee & Service	
Copy to Printer	
Return	
Total	\$1

Printer's Fee	\$9
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1891 in a case Amey & Mitchell vs. you that, in tenements Unionville part of In lot fronting down \$400 Down & state make known then and to Court, at

The State of Union County

And in case 1895, cause And public tenements on the 22nd of advertised to the day of notice. I do above mentioned then and the

Sheriff's Fee & Service	
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Copy to Printer	
Return	
Total	

And in pursuance to said notice, I did, on said 22nd day of January A.D. 1890: at the time and place above mentioned, proceed to offer said lands and tenements at public sale. And then and there came no bidders and this writ returned January 22nd 1890: without further proceedings.

A. S. Kannef, Sheriff Union Co. O.

Sheriff's Fee & C.	
Service.	60
Copy to Print.	50
Return.	50
Total	\$1 60
Printed Fee & C.	
	\$9 75

The following Order of Sale in Partition was filed February 9th 1890:

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 Nov Term, A.D. 1891 in a certain Petition for Partition now pending in said Court wherein Amey & Mitchell Plaintiff and Mary E. Lehman et al Defendants, we command you that, without delay, you proceed to sell at Public Auction, the lands and tenements in said petition described, to wit: Situated in the Village of Unionville Centre of said County of Union and State of Ohio, and being part of In Lot No. 5, in said Village, being the South east corner of said lot fronting 22 feet on Main Street and running back 31 feet Subject to Dower \$400⁰⁰ clear of Dower \$600⁰⁰ Appraised at \$ Subject to the 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 you then and there this writ. Witness my hand and the Seal of the said Court, at Marysville this 7th day of January A.D. 1890.

J. N. Gosnell, Clerk.

Sheriff's Return.

The State of Ohio,
Union County, ss.

I received this Order of Sale on the 7th day of January 1890 and in obedience to the command of the same, I did, on the 9th day of January 1890: cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at Public Sale, at the door of the Court House of said County, on the 9th day of February A.D. 1890: at 10 o'clock P.M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did, on said 9th day of February A.D. 1890: at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came: Not sold for want of bidders.

Wm. E. Snodgrass Sheriff.

Sheriff's Fee & C.	
Service.	25
Mileage	1 60
Copy to Print.	25
Return.	25
Total	\$2 35

The following Proof of Publication was filed March 11th 1890: Sheriff's Sale.

Amey & Mitchell
v. s.
Mary E. Lehman, et al.

In Partition.

Court of Common Pleas, Union County Ohio.
By Virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County Ohio, I will offer

for sale at the North door of the Court House in Mansville, Ohio, on Saturday
 February 7th 1895. At or about the hour of 10 o'clock P.M. on said day, the following
 described real estate, to-wit: Situated in the State of Ohio, County of Union
 and Township of Union, being bounded and described as follows: Situated in the
 Village of Unionville Center of said County of Union and State of Ohio, and
 being part of Tract No 5 in said Village, being the South-east corner of
 said lot, fronting 22 feet on Main Street and running back 31 feet.
 appraised at \$400.00 subject to debt. \$600 clear of debt. Terms - One third
 cash in hand; one third in one year, and the balance in two years from day of
 sale, deferred payments to be secured by mortgage on premises sold.

January 9th 1895. Wm. K. Snodgrass
 State of Ohio. }
 Union County. } d.s. Sheriff Union County Ohio.

The undersigned, being duly sworn, says that a copy of
 the annexed notice was published for 5 consecutive weeks in "The Mansville
 Herald" a newspaper of general circulation in the County of Union. The first
 publication beginning with January 9th 1895.

W. A. Stearns.
 Sworn to and subscribed before me this 15th day of March 1895.
 Darius has \$12²⁵ J. S. Russell, Clerk.

Entry
6242

On the 11th day of April A.D. 1895, the following Entry was
 filed by the Clerk of this Court to-wit:
 Amy C. Mitchell }
 vs } Court of Common Pleas
 Mary E. Lehman et al } Union County, Ohio.

It appearing to the Court that the real estate here-
 inafter described has been twice advertised and offered for sale under
 the present appraisement, and still remains unsold for want of bidders,
 now on motion of the plaintiff, the said appraisement is hereby set
 aside, and it is ordered that a new one be made upon the oaths of
 Charles McCune, W. H. F. Pennington and Andrew Brown of Lot No. 5,
 in Unionville Center, Union County, Ohio, being the South-east corner
 of said lot fronting 22 feet on Main Street and running back 31 feet.
 D. W. Ryus

Order of Re-
 Appraisement
 and Sale.
6242

On the 11th day of April A.D. 1895, the following Order of Re-Apprais-
 ment and sale was issued by the Clerk of this Court to-wit:
 Amy Mitchell }
 vs } The State of Ohio, Union County ss:
 Mary E. Lehman et al } To the Sheriff of said County, Granting:

Thomas, in pursuance of an order of our Court of
 Common Pleas, within and for said County, at the November Term 1891,
 in a certain action for Partition wherein Amy C. Mitchell plaintiff, and
 Mary E. Lehman defendant, a writ issued out of said Court for the sale of
 the premises hereinafter described;
 And whereas no sale being had under said order, the said
 Court has therefore ordered a re-appraisement and sale of the same.

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We command you to proceed without delay, and cause to be appraised and advertised, and to sell according to law, the following described Real Estate, situate in the County of Union and state of Ohio, to-wit:
 Situate in the Village of Unionville Center of said County of Union and state of Ohio, and being part of Ex Lot No. 5 in said Village - being the south East-corner of said Lot fronting 27 feet on main Street and running back 31 feet.

Appraised subject to dower and without dower.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, this 11th day of April, 1895.
(Seal)

J. H. Gosnell Clerk

Sherriff's Return The State of Ohio, Union County, ss:

By J. A. Gosnell Deputy

Sherriff's Return	Sherriff's Fees	\$	cts
Service		25	
Lem		25	
Summoning Apprs	1	20	
Swearing "		25	
Conveying "	1	25	
Writing Appraisal		25	
Copy of "		25	
Notice to Printer		25	
Affidavit of "		25	
Writing Notice		25	
Mileage	1	60	
Poundage	1	40	
Return		25	
Total		7	70
Appraisers Fees		3	00

In obedience to the Command of the order of sale hereto annexed, I did on the 15th day of April 1895, Summon Charles W. Cum, W. H. T. Pennington and Andrew Brown, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 15th day of April 1895, said appraisers returned to me, under their signature, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at \$275⁰⁰. A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 17th day of April, 1895, I caused to be advertised in the Ohioville Tribune (a newspaper printed and published and of general circulation in said County), said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 25th day of May A.D. 1895, 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: 5 consecutive weeks, and in pursuance to said notice, I did on the 25th day of May A.D. 1895, 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 A. E. Mitchell who bid for the same the sum of \$185⁰⁰, and said sum being more than two-thirds of the appraised value thereof, and said A. E. Mitchell 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 \$185⁰⁰.

J. M. Brodyones Sheriff.

Affidavit of the 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 "Ohioville Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with April 24, 1895.

W. C. Shearer.

Sworn to and subscribed before me, this 18th day of June A.D. 1895.
 J. H. Gosnell Clerk.

Printer's Fees \$11⁰⁰

Sherriff's
Sale.
6242

Amy Mitchell
vs
Mary E. Lehman

D. W. Ayers, Attorney.
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 Mansfield, Ohio, on Saturday, May 25, 1895, at or about the hour of one o'clock, P.M. on said day, the following described real estate, to-wit:

Situate in the village of Conville Center of said County of Union in State of Ohio, and being part of in-lot No. 5 in said village, being the southeast corner of said lot, fronting 22 feet on main street and running back 31 feet.

Appraised subject to dower and without dower.

Appraised without dower at \$275⁰⁰.

Appraised with dower at \$183.33.

Terms of sale cash.

April 24, 1895.

Wm. Snodgrass
Sherriff of Union County, Ohio.

Afterward on the 4th day of Feb. A. D. 1896, the following Entry was filed by the Clerk of this Court to-wit:

Entry
6242

Amy Mitchell
vs
Mary E. Lehman

Court of Common Pleas,
Union County, Ohio.

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order of this Court - being the proceedings had on the amended petition of plaintiff and the answer of Mary E. Lehman.

And the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed, and the said Sheriff is ordered by deeds duly executed to convey said premises to the purchaser A. C. Mitchell, free from the dower of Mary E. Lehman.

And the said Mary E. Lehman having by her Answer elected to receive in lieu of her dower its value in money.

The Court find to be just and reasonable worth \$40⁰⁰.

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

First - To the Treasurer of Union County, Ohio, the Taxes and penalties due on said premises.

Second - To the Clerk of Court the Costs of this suit including an Attorney fee to D. W. Ayers of \$35⁰⁰, Ten Dollars of which is allowed by the Court additional to the usual Attorney fee.

Third - To the said Mary E. Lehman Forty Dollars.

Fourth - To Amy E. Mitchell the one-fourth of the remainder of said purchase money.

Fifth - To the said Charles E. Lehman one fourth of the residue of said purchase money.

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Sixth: One fourth of the remainder of said purchase money to Bertha Lehman.

Seventh: Also one fourth of the remainder of said purchase money to John J. Lehman.

And this cause is continued.

D. W. Ayers
Atty. for Plf.

Attest
J. M. Hosnell
Clerk.

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