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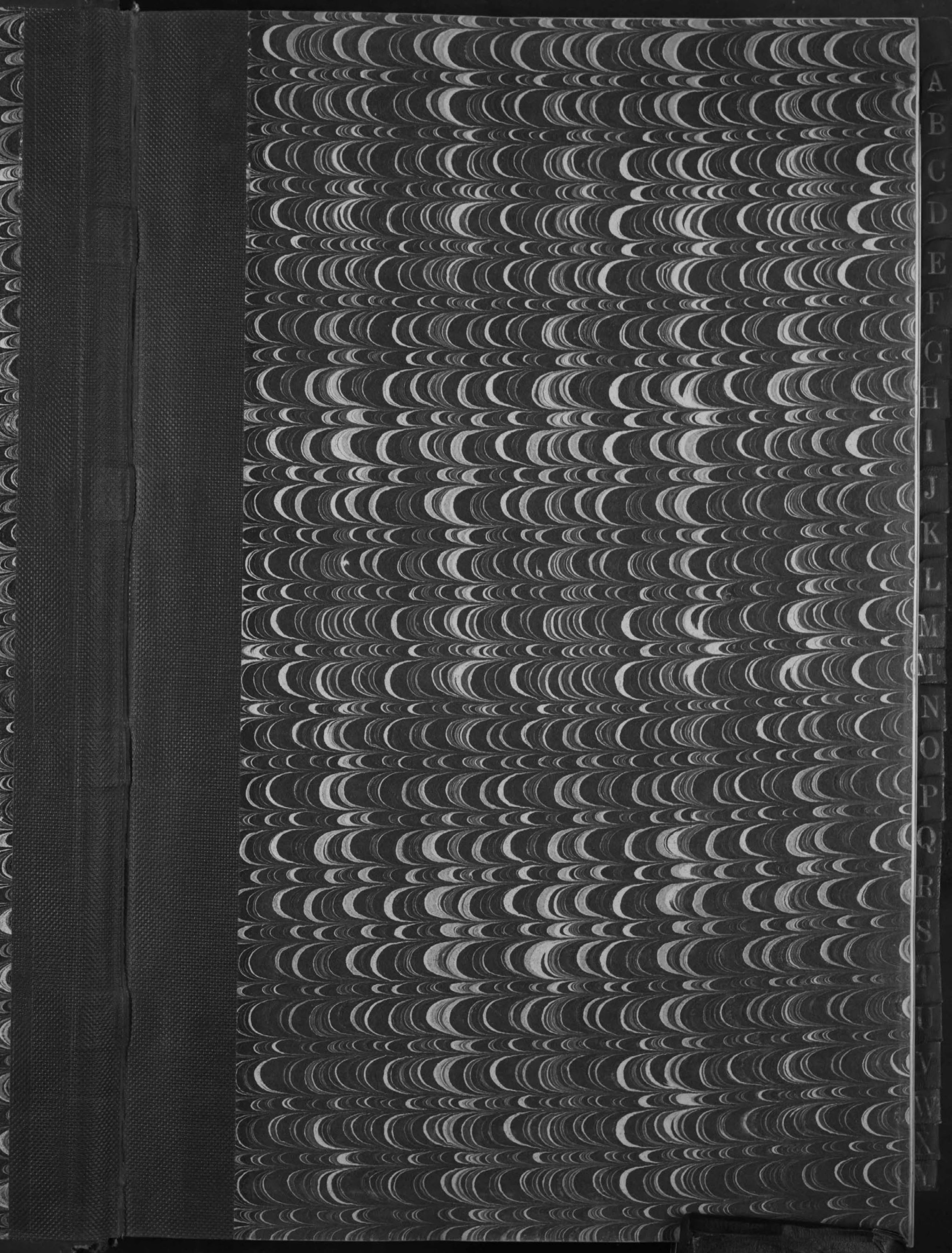
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PLAINTIFF

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6512 Pritchard, William

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6294 P. C. S.

6491 Purson

6512 Pritchard

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6495- Robinson, J. W. Adams.

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6312 Robinson, John

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adv.

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PL.

*Union*  
*6487 Union*



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DIRECT.

*Union of Madison County Line*

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*6487 Union Banking Company vs. Moore, Dolphus H.*

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adv.

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DEFENDANT

adv.

REVERSE.

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6439 Garrington, W<sup>ry</sup> He

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DEFENDANT

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Surveyor's  
Report

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Report of the Survey of the Line Between the Counties of Union and Madison.

Filed on the 11<sup>th</sup> day of January A. D. 1893 with the Clerk of the Court of said Union County, to-wit:

To the Hon. The Joint Board of Commissioners of Madison and Union Counties, Ohio, Greeting:  
Gentlemen:

The undersigned Surveyors, A. S. Mowry acting on the part of Union County and J. Arnett acting on the part of Madison County, by your Joint Board appointed and directed, October 29<sup>th</sup> 1889, to run and mark with suitable stone monuments, a line to be the boundary between the Counties of Madison and Union, in the State of Ohio, as follows, to-wit: From the boulder stone upon the James A. Kile farm in the South line of Union County, and corner of Madison and Franklin Counties, Ohio, running straight to, and through, the center of a blue ash tree (County Line marked) on the left bank of Darby Creek, and continuing the same course to its intersection with the East line of the present East Alley in Plain City; thence on a straight line to a point 4 feet east of the center of a bur-oak stump on the land of J. and M. Guy and designated "I." in the report of W. C. Row, Surveyor, to the Court of Common Pleas of Union County, Ohio, in case No. 5071; thence on a straight line through the mean or central point between two bur-oaks on the Asa Bates farm and designated as No. 5  $\frac{3}{4}$  6 in the said Row's Report and continuing the same course to the line of Champaign County, Ohio.

The said Surveyors ran the line as above directed and filed their report in Union County, Ohio, January 2<sup>nd</sup>, 1890, and in Madison County, Ohio, also upon the said 2<sup>nd</sup> day of January 1890.

Surveyors  
Report

A copy of said Report is as follows:  
"Report of A. S. Mowry of Marysville, Ohio, and J. Arnett of London, Ohio, as Surveyors, specially appointed by the Joint Board of County Commissioners of Union County, Ohio, and Madison County, Ohio, to run and make a description of the line between said Counties, as the same was by said Joint Board in session at Plain City, Ohio, on the 29<sup>th</sup> day of October A. D. 1889, agreed upon.

We, the undersigned, in accordance with said special appointment and order, do, hereby report to said joint Board of County Commissioners, that we went upon said line, and began said work on Tuesday, December the 17<sup>th</sup> A. D. 1889, taking to our assistance William Britain, and Walter C. Converse of London Ohio, as chainmen; and William Lawrence and Richard Gibson of Marysville, Ohio, as flagmen; and one Douglass, as axeman a part of the time, and A. L. Ball, the balance.

We surveyed and measured the line so agreed upon as aforesaid, and do herein, designate, in our description thereof

"stone monuments" at four different places, neither of which are planted at the time of making this report, but all of which are to be planted, one at each of the points herein designated, where a stake is now driven for each respectively. The line so surveyed and measured is described as follows, to wit:

Beginning at a stone monument, originally a boulder stone known as the "Kile Stone", on the lands of James A. Kile, which stone is regarded as one of the north-west corners of Franklin County, Ohio: thence in a straight line on an average magnetic course of about N. 89° 40' W. 16144 feet, to a stone monument, at a point on the westerly bank of Big Darby Creek, where said line intersects with the east line of the East Alley in the village of Plain City, Ohio: crossing sugar creek at station 93<sup>2/3</sup>, (station 100 feet) and running into, and with, Big Darby Creek at about station 148.00, passing through the center of a blue ash tree, on the left bank of said Big Darby Creek, at station 156.11, which blue ash tree was blocked in 1889, by Surveyor W. C. Row, who was then (under an appointment made by the Court of Common Pleas, of Union County Ohio, in the case of George M. Rickard, Plaintiff, against Uriah Cahill, and others, Defendants, N<sup>o</sup> 5071) trying to find and locate the line between said Madison and Union Counties, as the same was actually run by Levi Phelps, in the year 1820: and crossing Big Darby Creek at about station 156.80: thence from said stone monument, in a straight line westerly 7818 feet to a stone monument four feet east of the center of a bur-oak tree, on the lands of Marshall and John Guy, which tree was by W. C. Row blocked, and is in his report of said proceedings, made to said Court in said case N<sup>o</sup> 5071, referred to by the letter "T" crossing Chillicothe Street in said village of Plain City, at station 170.15, and Main Street at station 184.00, and the C. St. L. & P. R. R. track at station 195.88, making an angle of 22° 25' with the center line of the main track thereof, and crossing the middle pike, at station 200.35, and the Wilson, Nimitz pike at station 221.82, and thence, from the last mentioned stone monument, in a straight line, on a magnetic reading of between S. 89° 40' W. and N. 89° 15' W. 59178 feet, to a stone monument in the east line of Champaign County, Ohio, which stone is 159 feet north of a stone in said Champaign County line, with crosses on its summit, which, in the absence of greater certainty has heretofore been regarded as the corner of said Madison and Union Counties: crossing Little Darby Creek near Chuchery, at station 519.96, and the London and Marysville Road at station 527.57, and Liverpool and Irwin Station Road, at station 592.05 and passing midway between two bur-oaks on the lands of Asa Bates, which trees were blocked by said W. C. Row, and by him referred to in his said report by the figures "5" and "6", and crossing Little Darby Creek (called Treacher Creek when said Levi Phelps ran the said County line in 1820) three times, at stations, 779.15, 775.05, and 786.52 respectively: and crossing the Vanness Road at station 798.67 and the center line of the C. C. C. & I. R. R. track at station 818.54.

The whole length of said line being 83148 feet

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or nearly 15.75 miles.

We would further suggest and recommend to said Board, that said line be marked (in addition to the four stone monuments, above mentioned) by planting a neat and suitable stone monument, properly marked, at the intersection of said line with the roads and streets crossed thereby, one to be planted on the east side of each and every one thereof respectively. The cost of said stone (including the four above mentioned) and the planting thereof, to be borne, one half by each of said two Counties, just as the expenses of this Survey have been paid.

A. S. Mowry. Surveyor.  
J. Arnett. Surveyor.

The said Surveyors first herein mentioned, to wit: A. S. Mowry acting on the part of Union County and J. Arnett acting on the part of Madison County, Ohio, further report and state their action in setting corner and also line stones as directed in said order of October 29<sup>th</sup>, 1889 and also giving a detailed statement of distances and other matters, as follows:

Beginning at the corner on the James A. Kile farm where we planted an Oolitic Lime Stone as a corner in place of the boulder stone first herein mentioned which is about 6'-4" long with a hexagonal cutting 2 feet long and 12 inches between faces, crowned with a spherical cutting with half inch hole drilled in summit, and which corner stone bears the following description, to wit: On the north face is cut "County Corner"; on the north-east and north-west faces is cut "Union County"; on the south-east is cut "Franklin Co."; on the south-west face is cut "Madison Co.", and on the south is the date "1890": thence on a straight line with a vagrant magnetic reading of about N. 89°-40' W. (and by 100 feet stations) crossing Kile's road at station 9+36, and set a Line Stone at 9+50 which line stone together with all other line stones hereinafter named bears the following description: On the east side "County"; on the west side "Line", on the north side "Union", and on the south side "Madison"; said stones are dressed one foot in length with ten inches square at the base and eight inches square at the top surmounted by a hip roofed cutting with a hole drilled in the summit. And crossing the line dividing the lands of James A. Kile and Samuel Taylor at 21+50, and Samuel and Samuel E. Taylor's heirs at 42+42, crossing the Warner road and the line dividing the lands of Samuel E. Taylor's heirs and J. Leonard at 74+95, and set a line stone at station 75+10, crossing the line of lands of Isaac Leonard and Abraham Carey at 83+81, and Abraham Carey and Nancy J. McCampbell at 91+71, and crossing Sugar Run at 93+23, and line between N. J. McCampbell and Samuel Taylor at 108+49, and set a Line Stone at Taylor's lane at station 143+95 running across a bend in Darby Creek at about 149+00, and through the center of the blue ash line tree at 156+11 crossing Darby Creek at 156+80, and making whole distance 16144 feet to the intersection of the east line of the present East Alley in Plain City, at which intersection we planted a stone marked in every way like the one planted at the beginning upon the J. A. Kile farm, and bearing the following

description, to wit: On the north face is cut "County Corner"; on the south face is cut "1890"; on the north-east and north-west is cut "Union Co.; on the south-east and south-west faces is cut "Madison Co.; thence on a straight line with a less vagrant magnetic reading of about N. 89° 25' W. and crossing Mill St. in Plain City at station 163+12, and placing a Line Stone on the west side Mill Street at station 163+28, also placing a Line Stone on the east side Chillicothe Street at station 169+92, crossing the center of said street at station 170+15 and placing a Line Stone on the north side of Main Street at station 183+50 crossing the center of said street at 184+00, and the south line thereof at 184+50, placing a Line Stone in the north line of the C. St. L. & O. R. R. at station 194+59, crossing the center of said R. R. at 195+88, and the south line of at 197+16. Placing a Line Stone at the Middle Pike at station 200+35, and a Line Stone at the Wilson and Vinnet Pike at station 221+82, making whole distance 7818 feet to an old corner stone, planted 4 feet east of the center of the Guy bur oak stump, designated "I" in Row's said report, and at station 237+61, which corner stone is marked and in every way like the stone in the East Alley in Plain City: thence on a straight line with a magnetic reading more nearly normal and about S. 89° 25' W. and crossing the line of lands of Guy and H. P. Wood at station 250+31, and H. P. Wood and Elon Smith at 261+46, and Elon Smith and H. P. Wood at 265+01, and H. P. Wood and S. W. Bowers at 283+53, and placing a Line Stone at the road and near the line of lands of S. W. Bowers and Coraden M<sup>r</sup>. Cloud at station 307+56, crossing the line of lands of C. McCloud and Mary C. Marshall at 316+86 and Mary C. Marshall and Frank E. Andrews at 324+57, and Frank E. and Rufus Andrews at 342+05 and Rufus Andrews and J. A. Rausch at 366+19, and placing a Line Stone at the road and near the line of lands of J. A. Rausch and Geo. C. Wilcox at station 375+54, and also placing a Line Stone in a road and near the line of lands of Emily Deboth and Adaline Smith at station 391+28, and crossing the line of lands of Adaline and A. C. Smith at 405+48, and A. C. and J. S. Smith at 419+52, and J. S. Smith and Casper Rausch at 427+30 and Casper Rausch and S. B. Holycross at 443+60, and placing a County Line Stone near a land corner at station 453+33, crossing the line of lands of S. B. Holycross and John W. Smith at 461+34, and John W. Smith and Addison Bidwell at 488+82, and Addison Bidwell and C. Rausch at 500+25, and placing a Line Stone at a road at station 518+55, crossing Little Darby Creek at 519+96, and the land line of Cynthia Komsher and N. A. Morse at 523+91, and placing a Line Stone at the London and Marysville road at station 527+57, crossing the line of lands of N. A. Morse and N. W. Brown at 542+83, and N. W. Brown and Jane Baker at 570+36, and placing a Line Stone at the Weaver road at station 591+95 crossing the center of said Weaver road and near the land line of Jane Baker and Hezekiah Fenner at 592+37, and Hezekiah Fenner and Nelson T. Bennett at 600+89, and Nelson T. Bennett and A. R. Bigelow at 609+28, and A. R. Bigelow and Susan J. Goff at 624+87, and Susan J. Goff and William Goff at 631+53, and

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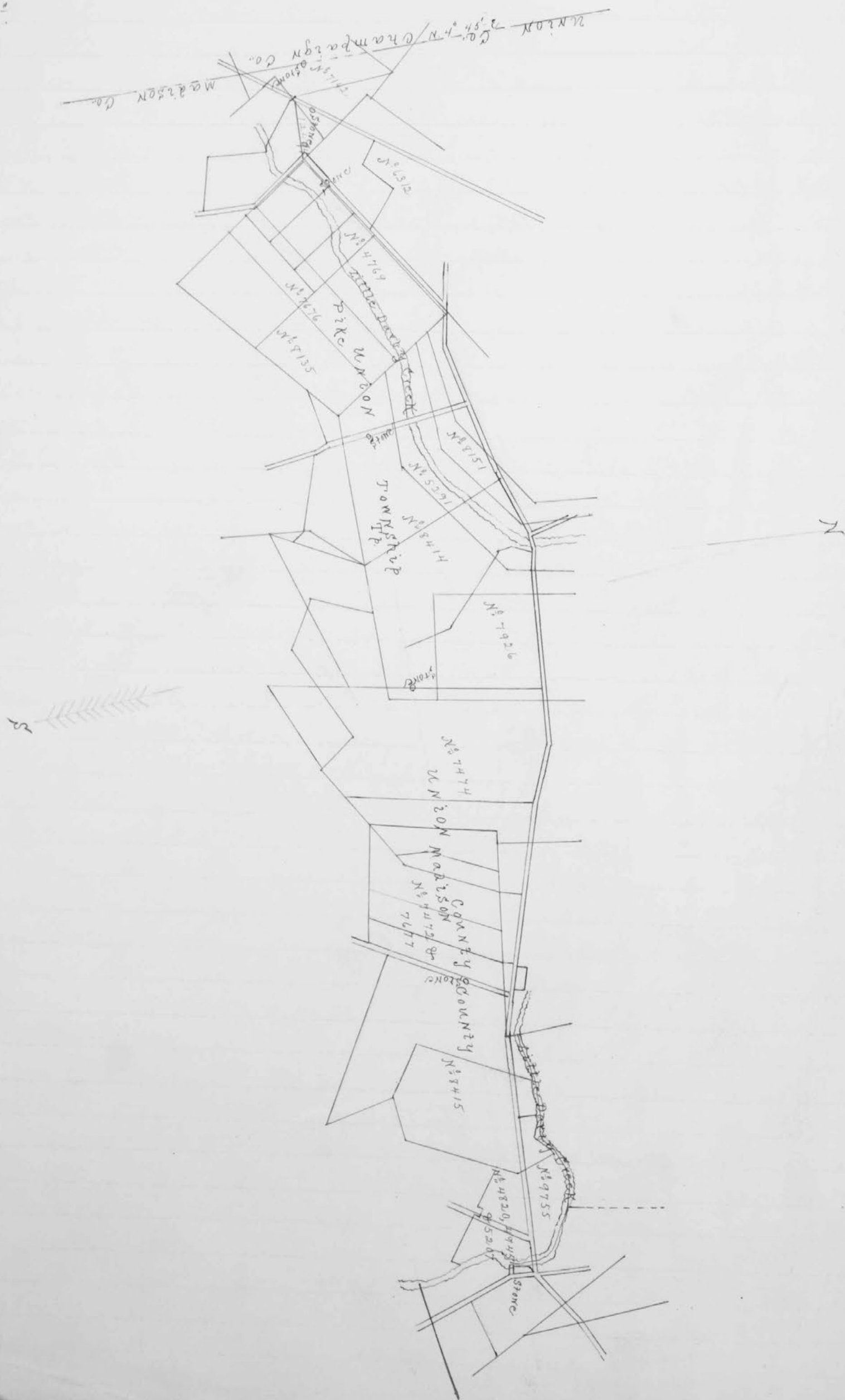
William Goff and C. P. <sup>3rd</sup> E. M. Guy at 637+92, and placing a Line Stone in the line of lands of C. P. <sup>3rd</sup> E. M. Guy and J. F. Bennett at station 666+68, and crossing the land line of J. F. Bennett and A. A. Hill at 678+37, and A. A. Hill and Asa Bates at 703+77, and placing a Line Stone at the Liverpool road at station 732+97, and crossing the center of said road at 733+07, passing a stake at the mean between the butraks marked 5 and 6 on Row's said plat at station 738+02 crossing the land line of Asa Bates and Alice Crwin at 776+82 and crossing Little Darby Creek five times, and placing a Line Stone at the Vanness road at station 798+52 and a Line Stone at the C. C. C. <sup>3rd</sup> St. L. R. R. at station 818+16, crossing the center of said R. R. at 818+54, and the line of lands of James C. and John B. Miller at 824+33, making the whole distance 59182 feet and ending at station 831+48, a little less than 15.75 miles to an Official Line Stone placed in the Champaign County Line, which stone is like the preceding Corner Stones and with the following markings, to wit: On the E. face is "County Corner"; on the N. E. face is "Union Co."; on the S. E. "Madison Co."; on the N. face is "1890"; and on the N.W. and S.W. faces "Champaign Co."; (the former or reputed corner of Madison and Union Counties bears S. 3° 35' N. 159' 4").

The said Surveyors further report that they have surveyed all the lots and lands which are divided by said line, and made a map of the said County Line and of said lots and lands and herewith file 2 copies, one, each, for the use of the said Counties of Madison and Union, with owners names as shown by the duplicates, and a tabular statement of the original quantity as charged thereon and also the quantity as by the present Survey. A Plat of said Line is also hereto attached for the purpose of record and made a part of this report.

A. S. Mowry, Surveyor acting for  
 Union County, Ohio.  
 J. Arnett, Surveyor for Madison County, Ohio.

Attest *A. M. Ivory*  
 Clerk

21



Union  
Scale--

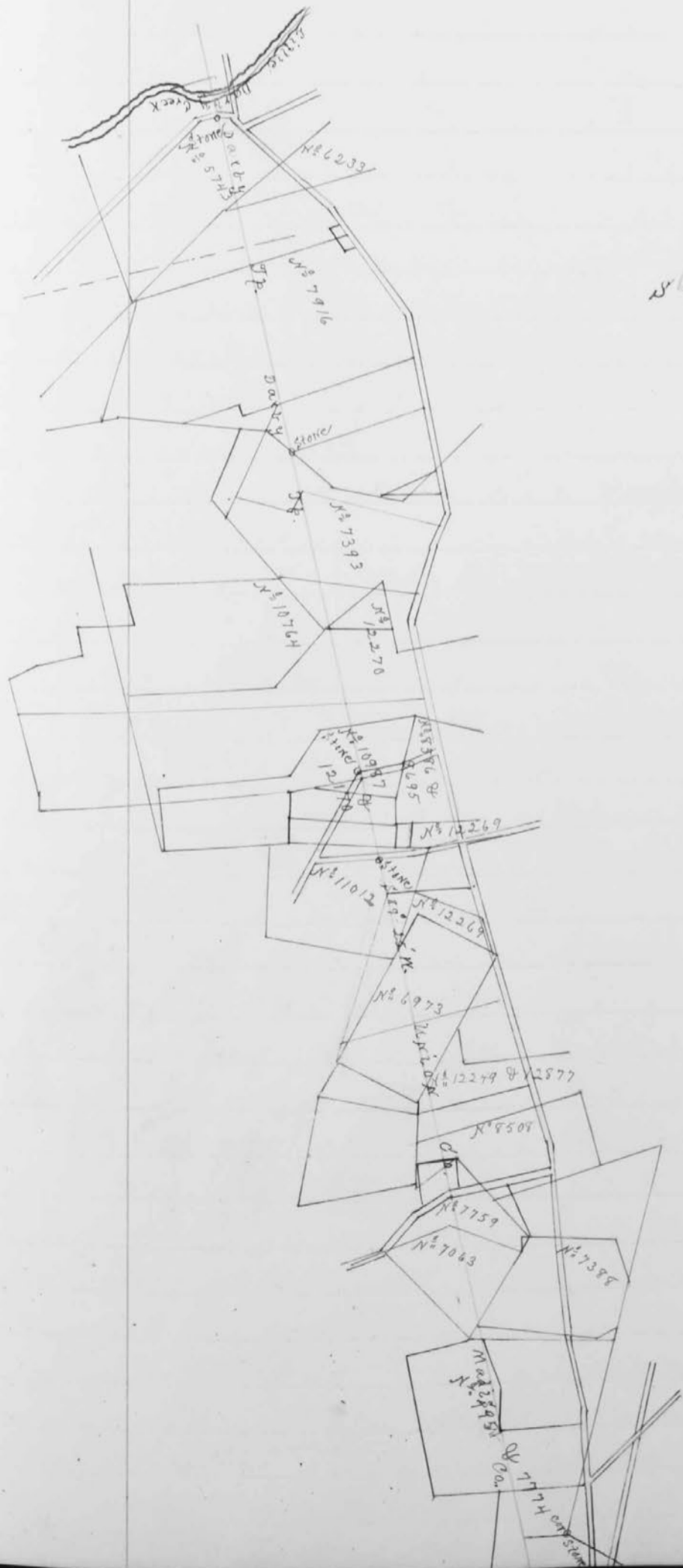
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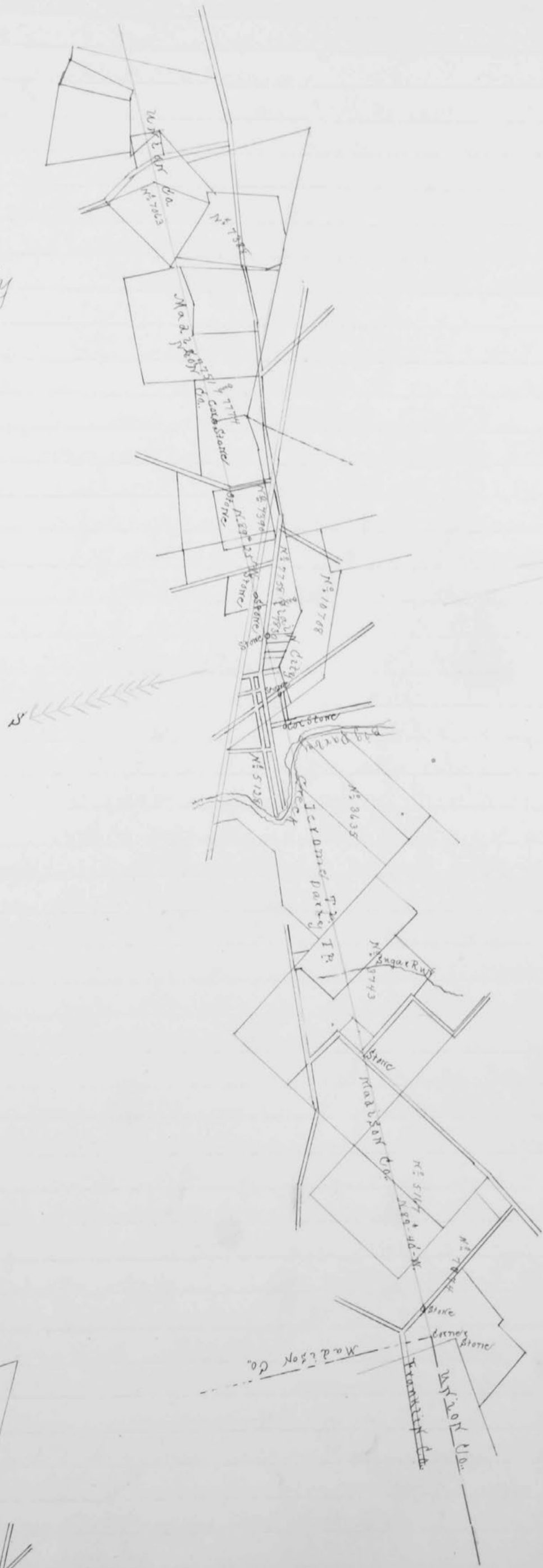
*Union and Madison County  
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Scale --- 160 P.

2<sup>nd</sup>.



6<sup>th</sup>.



Was continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Pruett, Judge of said Court, of the term of February, to wit, on the 9<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety one.

Be it remembered that, heretofore, to wit, on the 22<sup>nd</sup> day of April 1890 Mary E. Rogers filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Robert W. Thompson et al, to wit:

Petition Mary E. Rogers, Plaintiff.

vs.

5973

Robert W. Thompson, Nelson C. Thompson, Taylor Thompson, Joseph Thompson, Ray Thompson, George C. Thompson, Greely Thompson, John Thompson, Howard Thompson, Fannie Thompson, Nettie Richardson her husband. --- Richardson<sup>3/4</sup> Elizabeth Thompson and others

Defendants

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

Petition, N<sup>o</sup>. 5973.

The plaintiff Mary E. Rogers says: That on or about the 27<sup>th</sup> day of October 1879, one James Thompson late of said County departed this life, intestate. The said James Thompson at the time of his death was seized in fee simple of the following real estate in said County of Union and State of Ohio, bounded and described as follows:

First: All of lots numbered sixteen (16) eighteen (18) twenty (20) and twenty-two (22) in the village of Watkins as shown by the Recorder's Plat of said Village.

Second: All of lots N<sup>o</sup> 37<sup>3/4</sup> all of lots numbered one (1) two (2) three (3) four (4) five (5) six (6) seven (7) and eight (8) in the Village of New Dover according to the recorded plat of said Village.

Third: The following parts of lots in said Village of New Dover, to wit: All of fractional lot number thirty-six (36) except 27 feet front<sup>3/4</sup> extending back same width on the east end of said lot. The east half of lot number thirty-eight (38) and the east half of lot number forty-five (45). All of lot 46 not heretofore sold.

Fourth: The following real estate being part of Survey N<sup>o</sup> 3956. Beginning at a stone in the center of Mill Creek it being S.W. corner to James Thompson's land: thence with said Thompson's west line N. 12 N. to a stone in the center of the Clinton Mill road, it being S.E. corner to W<sup>m</sup>. M<sup>r</sup>. Clary's land: thence with said M<sup>r</sup>. Clary's S. line and with said road west to said M<sup>r</sup>. Clary's S.W. corner in the S. line of Charles Dow's land: thence with said Dow's S. line S. 12-E. to a stone in the center of Mill Creek, it being S.E. corner to said Dow's land: thence down the center of said Creek with the meanders thereof to the beginning containing 66 acres.

Fifth: The following tract being part of Survey N<sup>o</sup> 5135. Beginning in the east line of said Survey N. E. corner to N. C. Thompson's land: thence westerly with the N. line of said land to the center of Mill

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Creek: thence up the Creek with the meanders thereof to the corner of a parcel of land owned by J. & N. P. Thompson: thence easterly with S. line of said land to the corner of the same in the N. line of Marion A. Shuler's land: thence southerly to the N. line of the R. R.: thence easterly with said line to the corner of a parcel of land owned by R. B. Thompson: thence southerly with the line of a 4 acre lot owned by J. and N. P. Thompson to the S.W. corner of the same: thence easterly with the S. line of said lot to the E. line of said Survey No: 5135: thence southerly with said line to the beginning containing 272 acres more or less excepting from the above lots Nos 5-6-7 & 8 in New Dover, and the old School property now owned by Marion A. Shuler, excepting all right of the C. C. C. & St. L. R. R.

Sixth: Beginning in the N. line of the R. R. land near the S.W. corner of lot No: 4 in New Dover: thence with the N. line of said lot and continuing same course to the N. E. corner of J. F. M: Creas lot in the N. line of said Survey No: 5135: thence easterly with said line to the N.W. corner of a parcel of land owned by J. & N. P. Thompson: thence southerly with said line to the S.W. corner of same in the northerly line of John H. Griffiths land: thence westerly to the N.W. corner of a one acre lot owned by N. P. Thompson: thence southerly with the N. line of said 1 acre lot to the center of the Marysville and Delaware road: thence westerly with said road and the northerly line of said R. R. to the beginning containing 31 acres after excluding lots No: 1-2-3-4 in New Dover, Ohio, the said 31 acre tract being part of Survey No: 5135.

Seventh: Being part of Survey No: 3956.  
 Beginning at a stone in the center of Mill Creek in the West line of Survey No: 1307 and E. line of said Survey 3956: thence with the west line of Survey 1307 N. 10, W. 239 poles to a stake in the center of the Hinton Mill road and southeast corner to J. Baughman's land: thence with said Hinton road on the S. line of J. Baughman's a westerly course to Baughman's S.W. corner and John Battus N. E. corner and W. Creas's S. corner 105 poles: thence S. 10- E. on J. Battus line 220 poles to the center of Mill Creek: thence with the meanders of the Creek 128 poles to the beginning containing 150 acres more or less.

Eighth: Being part of Survey No: 4065.  
 Beginning in the west line of the Survey at the S.W. corner of James M: Clary's land: thence with said Survey line S. 10- E. 148 poles to the corner of N. P. Thompson's land: thence with the N. line of said land N. 80- E. 110 poles to the S.W. corner of George M. Gambles land: thence with the N. line of said land N. 10, W. 148 poles to the Dover and County Line road: thence S. 80, W. 110 poles to the beginning containing 106 acres more or less.

Ninth: The said James Thompson also died seized in fee simple of the undivided one half of the following described land situate in

said County of Union and State of Ohio, bounded and described as follows: Being part of Survey N<sup>o</sup> 5304.

Beginning at a stone the N. E. corner of said Survey where the Blue Creek and Dover road crosses the Waldo road: thence with the center of the Blue Creek and Dover road S. 10° E. 354 1/2 poles to a stone being the S. E. corner of said Survey: thence with the S. line of said Survey S. 81 1/2° N. 83 1/4 poles to a stone: thence N. 10° N. 356 3/4 poles to a stone in the center of the Waldo road and N. line of said Survey: thence N. 83 1/2° E. 83 1/4 poles to the place of beginning containing 184 3/4 acres more or less, except one acre in N. E. corner used as a grave yard.

Tenth: The said James Thompson also died seized in fee simple of the undivided one-half of the following lands situate in said County of Union and State of Ohio, bounded and described as follows: Being part of Survey N<sup>o</sup> 5135.

Beginning at the N. E. corner of the Survey: thence southerly with said line to the corner of J. H. Griffith's lot: thence westerly to the corner of James Thompson's 31 acre tract: thence northerly with the line of said tract to the N. line of said Survey: thence easterly with said line to the beginning containing one and one-half acres more or less.

Eleventh: The said James Thompson also died seized in fee simple of the undivided one-half of the following lands situate in said County of Union and State of Ohio, being part of Survey N<sup>o</sup> 5135. Beginning in the E. line of said Survey and S. line of the R. R.: thence westerly with said R. R. line to James Thompson's 272 acre tract: thence southerly with said line to a corner of the said tract: thence easterly to a corner of the same in the east line of said Survey: thence N. with said line to the beginning containing four acres more or less.

Twelfth: The said James Thompson also died seized in fee simple of the undivided one-half of the following premises situate in said County of Union and State of Ohio and being part of Survey N<sup>o</sup> 5135 bounded and described as follows:

Beginning in the center of the Marysville and Delaware road at the N. W. corner of Marion A. Shuler's land: thence southerly with the westerly line of said land to the corner of James Thompson's 272 acre tract: thence westerly with a line of said tract to the center of Mill Creek: thence up the Creek to the corner of D. Shuler's mill lot: thence with the southerly and easterly lines of said lot to a corner of the same in the center of the Marysville and Delaware road: thence with the center of said road to the beginning containing 15 1/2 acres more or less.

The said James Thompson left Elizabeth Thompson his widow who is entitled to dower in said lands. And subject thereto said lands descended to the following heirs and legal representatives of said James Thompson who are co-parceners

herein in the following part and proportions, to wit: First: The plaintiff who is a daughter of said decedent and

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who has a legal right to and is seized in fee simple of the undivided one ninth ( $\frac{1}{9}$ ) part thereof.

Second: Robert W. Thompson who is a son of said decedent one undivided ninth ( $\frac{1}{9}$ ) part thereof.

Third: Nelson P. Thompson a son of said decedent who is entitled to one ninth ( $\frac{1}{9}$ ) part thereof.

Fourth: Taylor Thompson a son of said decedent the undivided one ninth ( $\frac{1}{9}$ ) part thereof.

Fifth: Joseph Thompson a son of said decedent the undivided one ninth ( $\frac{1}{9}$ ) part thereof.

Sixth: Ray Thompson, a son of said decedent the undivided one ninth ( $\frac{1}{9}$ ) part thereof.

Seventh: George E. Thompson a son of said decedent the undivided one ninth ( $\frac{1}{9}$ ) part thereof.

Eighth: Greely Thompson a son of said decedent the undivided one ninth part thereof.

Ninth: John Thompson a grandson of said decedent the undivided one thirty-sixth ( $\frac{1}{36}$ ) part thereof.

Tenth: Howard Thompson a grandson of said decedent the undivided one thirty-sixth ( $\frac{1}{36}$ ) part thereof.

Eleventh: Fannie Thompson, a grand-daughter of said decedent the undivided one thirty-sixth part thereof.

Twelfth: Nettie Richardson a grand-daughter of said decedent the undivided thirty-sixth ( $\frac{1}{36}$ ) part thereof.

In addition to his interest as heir of said James Thompson the said Nelson P. Thompson is seized in fee simple of the undivided one-half of the lands described in the ninth, tenth, eleventh, and twelfth paragraphs of land descriptions herein said Nelson P. Thompson and his father having formerly owned said tract as tenant in common in equal parts.

The plaintiff is intermarried with W. S. Rogers, and the said Nettie Richardson is intermarried with Richardson.

E. C. Shedd's Son claims to have obtained some lien upon the interest of said Ray Thompson in said lands.

Nelson P. Thompson is intermarried with Amelia C. Thompson; Robert W. Thompson is intermarried with Josephine M. Thompson; Ray Thompson is intermarried with Mary A. Thompson; Joseph Thompson is intermarried with Mary Thompson; Taylor Thompson is intermarried with Samantha Thompson; George E. Thompson is intermarried with Lella Thompson. Said wives have an inchoate right of dower in their husbands share of the above premises.

The plaintiff desires to hold her interest in said lands in severally. The said Mary E. Rogers plaintiff therefore prays that all the said parties may be duly notified and that all rights and interest may be fully determined; that the dower of said Elizabeth Thompson in said lands may be assigned to her and that subject thereto partition of said premises may be made to each of said parties in the parts and proportions to which they may severally be entitled, and if partition by sales and bounds

made without manifest injury to the value of said lands then that such proceedings may be had as may be authorized by law and the nature of the case demand and for all such other and further relief as the Court may seem just and proper.

Mary L. Rogers by  
J. L. Garrison her Attorney.

The State of Ohio,  
Union County ss:

Mary L. Rogers being first sworn says the facts stated in the foregoing petition are true as she believes.

Mary L. Rogers.

Sworn to before me and signed in my presence this 22<sup>nd</sup> day of April 1890.  
W. M. Winget, J. P.

Writ to the Clerk:

Issue Summons in the above case for Robert W. Thompson, Nelson O. Thompson, Tyler Thompson, George E. Thompson, Elizabeth Thompson, and for Greeley Thompson, minor over 14 years of age, directed to the Sheriff of Union County.

For Joseph Thompson directed to the Sheriff of --- County Ohio.  
For Ray Thompson directed to the Sheriff of Delaware County Ohio.

Waiver

The appearance of E. E. Shedd & Sons is hereby entered and process waived.  
E. E. Shedd & Sons by  
April 22<sup>nd</sup>, 1890. Robinson & Piper their Attorneys.

Summons

5973

Afterward, on the 22<sup>nd</sup> day of April A. D. 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:

You are hereby commanded to notify Robert W. Thompson, Nelson O. Thompson, Tyler Thompson, George E. Thompson, Elizabeth Thompson, and Greeley Thompson, a minor over 14 years old, et al, and Turmelia H. Thompson, Josephine M. Thompson, Samantha Thompson and Ella Thompson that they have been sued by Mary L. Rogers in the Court of Common Pleas in Union County, and must answer by the 31<sup>st</sup> day of May A. D. 1890, for the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 12<sup>th</sup> day of May A. D. 1890.

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

Be M<sup>rs</sup> Erory Clerk.

Indorsed: In action for "Partition."

Sheriff's Return

Afterward on the 1<sup>st</sup> day of May 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

The State of Ohio,  
Union County

Sheriff's Return.

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Received this writ April 22<sup>d</sup>, A. D. 1890, at 1 o'clock P. M. and served same by delivering a certified copy thereof with the endorsements thereon to each of the within named defendants on the 1<sup>st</sup> day of May 1890.

Thomas Martin, Sheriff.

Summons

5-9-73

Afterward, on the 22<sup>d</sup> day of April, 1890, a summons was issued by the clerk of said Court, indorsed to wit:

The State of Ohio,  
Union County,

To the Sheriff of Delaware County:

You are hereby commanded to notify Ray Thompson (impleaded with others) that he has been sued by Mary D. Rogers in the Court of Common Pleas of Union County, and must answer by the 31<sup>st</sup> day of May A. D. 1890, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 12<sup>th</sup> day of May A. D. 1890.

Witness my hand and the seal of said Court, this 22<sup>d</sup> day of April A. D. 1890.

(Seal) R. M. Crory, Clerk.

Indorsed: In action for Partition of lands.

Service of the within summons acknowledged and further process waived, April 24<sup>th</sup>, 1890. W. J. Thompson.

Summons

5-9-73

Afterward, on the 22<sup>d</sup> day of April, A. D. 1890, a summons was issued by the clerk of said Court, indorsed to wit:

The State of Ohio,  
Union County,

To the Sheriff of Franklin County:

You are hereby commanded to notify John Thompson, Howard Thompson, Francis Thompson (impleaded with others) Jeannette Ritson that they have been sued by Mary D. Rogers in the Court of Common Pleas of Union County, and must answer by the 31<sup>st</sup> day of May A. D. 1890, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 12<sup>th</sup> day of May A. D. 1890.

Witness my hand and the seal of said Court this 22<sup>d</sup> day of April A. D. 1890.

(Seal) R. M. Crory, Clerk.

Service of the within summons acknowledged this --- day of April 1890.

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

I acknowledge service of the within summons  
W<sup>m</sup> Thompson,  
Francis Thompson  
Jeannette T. Ritson.

Summons

5-9-73

Afterward, on the 26<sup>th</sup> day of April, A. D. 1890, a summons was issued by the clerk of said Court, indorsed, to wit:

The State of Ohio,  
Union County

To the Sheriff of Putnam County:

You are hereby commanded to notify Joseph Thompson & Mary Thompson that they have been sued by Mary L. Rogers in the Court of Common Pleas of Union County, and must answer by the 31<sup>st</sup> day of May A.D. 1890, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 12<sup>th</sup> day of May A.D. 1890.

Witness my hand and the seal of said Court, this 26<sup>th</sup> day of April A.D. 1890.

(Seal) R. M. Croy, Clerk.

Service acknowledged this 28<sup>th</sup> day of April 1890, and further process waived. Joseph Thompson, Mary J. Thompson.

Affidavit

Afterward, on the 6<sup>th</sup> day of May, 1890, an Affidavit for publication was filed with the Clerk of said Court, to wit:

5973

Mary L. Rogers, Plaintiff

In Union County Court of Common Pleas.

Robert W. Thompson, Defendant  
The State of Ohio,  
Union County ss:

Mary L. Rogers being first duly sworn says that she has commenced in the Court of Common Pleas of the said County of Union a civil action against John Thompson and others the object of which is to procure an order for partition of certain lands and the adjustment of advancements fully described in said petition.

Copy

That the said John Thompson is not a resident of the State of Ohio and his place of residence is wholly unknown to affiant.

And although affiant has used due diligence to ascertain his place of residence and Post Office address she has been unable to do so and she does not know his Post Office address.

Affiant desires to make service on said John Thompson by publication.

Mary L. Rogers.

Sworn to before me and signed in my presence this 6<sup>th</sup> day of May 1890.

(Seal)

R. M. Croy, Clerk.

Afterward, on the 24<sup>th</sup> day of June, 1890, the following Proof of Publication was filed with the Clerk of said Court, to wit:

Legal Notice  
John Thompson, whose place of residence is unknown, will take notice that on the 22<sup>nd</sup> day of April 1890, Mary L. Rogers filed in the Court of Common Pleas of said County of Union and State of Ohio her petition against him and others, setting forth among other things, that she is the daughter of James Thompson who died intestate in Dover Township, Union County, Ohio, on the 27<sup>th</sup> day of October 1889; that said John Thompson is a grand-son of said James Thompson who was at the time of his death seized

Proof of Publication

Answer  
Cross Petition  
Petition  
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E. C. Shedd & Son Robert

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of an estate and interest in certain lands in said County, which lands are fully described in said petition; that said lands descended to the heirs and legal representatives of said James Thompson in the parts and proportions in said petition set forth.

All the heirs and legal representatives of said decedent are made parties, and the prayer of said petition is for partition of said lands, including the following lots and tracts situate in said County of Union and State of Ohio, to-wit:

Being all of lots numbered 16, 18, 20, and 22 in the village of Watkins.

The following lots and parts of lots in New Dover, viz: all of lots numbers 1, 2, 3, 4, 5, 6, 7, 8 and parts of lot N<sup>o</sup> 36, 38, and 45.

A tract of about sixty-six (66) acres in Survey N<sup>o</sup> 3956.

A tract of about thirty-one (31) acres in Survey N<sup>o</sup> 5135.

A tract of about two hundred and seventy-two (272) acres in Survey N<sup>o</sup> 5135.

A tract of about one hundred and fifty (150) acres in Survey N<sup>o</sup> 3956.

A tract of about one hundred and six (106) acres in Survey N<sup>o</sup> 4165.

A tract of about one hundred and eighty-five (185) acres in Survey N<sup>o</sup> 5304.

A tract of about one and one-half acres (1 1/2) in Survey N<sup>o</sup> 5135.

A tract of about four (4) acres in Survey N<sup>o</sup> 5135.

A tract of about fifteen (15) acres in Survey N<sup>o</sup> 5135.

Said John Thompson is required to answer said petition on or before the 28<sup>th</sup> day of June, 1890.

J. L. Cameron, Attorney for Plaintiff.

The State of Ohio,

Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with May 7<sup>th</sup>, 1890.

W. O. Shearer.

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

(Seal)

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

Answer  
by Cross  
Petition

Afterward, on the 18<sup>th</sup> day of June, 1890, an Answer by Cross Petition was filed with the Clerk of said Court, to-wit:

Mary D. Rogers, Plaintiff

Court of Common Pleas.

vs.  
E. C. Shedd & Son Robert W. Thompson, Defendant

And now comes E. C. Shedd & Sons by Robinson & Piper their attorneys and for answer by way of cross petition says that on the 17<sup>th</sup> day of February A. D. 1885 they recovered a judgment against Wray J. Thompson one of the heirs of the said James Thompson deceased and one of the defendants herein and who is entitled to one - - of the premises in the petition described.

Said judgment was recovered against said Wray J. Thompson on said 17<sup>th</sup> day of February 1885 for the sum of \$511.<sup>42</sup> with interest

at six per cent. per annum as shown by Journal 13, Page 331  
Final Record 23, Page 324.

Afterwards, to wit: on the 26<sup>th</sup> day of February 1885 an execu-  
tion was issued, and afterwards, to wit: on the 25<sup>th</sup> day of March  
1885 said execution was returned and filed endorsed, to wit:  
Received this writ February 26<sup>th</sup>. A. D. 1885 at 6 o'clock P. M. This  
writ returned for want of lands or tenements or chattels upon  
which to levy this writ whereby any part of the money can be  
named in this writ. M. Hopkins, Sheriff

By A. H. Goodwin, Deputy.

Afterwards, to wit: on October 25<sup>th</sup>, 1889, an execution was issued  
directed to the Sheriff of said County in the said case of E. C. Shedd  
Sons vs. Wray J. Thompson, and afterwards to wit, on the 17<sup>th</sup>  
day of December 1889 said execution was returned and filed  
with the Clerk of said Court of Common Pleas endorsed as fol-  
lows, to wit: Received this writ October 25<sup>th</sup>, 1889, at 2 o'clock P. M.  
and pursuant to its command on the 28<sup>th</sup> day of October 1889  
for want of goods and chattels I levied this writ on the un-  
divided interest of W. J. Thompson in premises return is said  
execution made, described and being the premises in the peti-  
tion described as the lands and tenements of which the said  
James Thompson died seized and in which the said W. J.  
Thompson who is a son of said James Thompson deceased has  
an undivided interest of - - - part and on which the said  
judgment in favor of said E. C. Shedd Sons and against said  
W. J. Thompson, is a lien valid and subsisting for the said  
sum of \$511<sup>42</sup> entered February 17<sup>th</sup>, 1885 with interest at rate of  
6% per annum and costs by said E. C. Shedd Sons on said  
execution paid amounting to the sum of seventeen <sup>27</sup>/<sub>100</sub> dollars  
(\$17<sup>27</sup>) no part of said judgment or costs have been paid all of  
which said judgment and costs are now a valid lien <sup>27</sup>/<sub>100</sub> sub-  
sisting lien on the said premises and wholly unsatisfied.

Therefore the defendants E. C. Shedd Sons ask that their  
rights in the premises be wholly protected and that upon distri-  
bution of the proceeds of the sale of said premises in partition in  
this case that the Court order the payment of the said judg-  
ment of \$511<sup>42</sup> with interest from February 17<sup>th</sup>, 1885 at 6% per annum  
and said costs amounting to \$17<sup>27</sup> out of the said interest of the  
said W. J. Thompson in said premises and for all other further  
and proper relief to which the said E. C. Shedd Sons defendants  
herein may be entitled.

E. C. Shedd Sons

By Robinson & Piper their Attorneys.

The State of Ohio,  
Union County ss

L. Piper being first duly sworn says that he is one  
of the attorneys of the said E. C. Shedd Sons above named duly  
authorized in the premises; that said E. C. Shedd Sons are  
a firm doing business in Columbus, Ohio, - non residents of said  
County of Union and that the firm nor any member thereof are

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residents of or within said County at this time and that the facts stated and allegations in this foregoing Answer and Cross-Petition of the said E. C. Shedd & Sons are as affiant verily believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 17<sup>th</sup> day of June A. D. 1890.  
 (Seal)

R. M. Crory, Clerk.

By W. M. Winger, Deputy.

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

Entry  
 against  
 Wray T.  
 Thompson.

Mary L. Rogers

vs.

Robert W. Thompson et al

Journal 16, Page 2.

This day came on this cause to be heard on the Cross-Petition of E. C. Shedd & Sons against Wray T. Thompson one of the defendants and the Court being fully advised in the premises do find the allegations of said Cross-Petition to be true and that there is now due said E. C. Shedd & Sons as alleged against said Wray T. Thompson the sum of \$511.<sup>42</sup> with 6 per cent. interest from February 17<sup>th</sup>, 1885 now amounting to the sum of seven hundred and eleven  $\frac{53}{100}$  dollars and \$17.<sup>27</sup> costs as set up in said petition which sums the Court find to be a lien on said Wray T. Thompson's interest in said lands by virtue of said levy made thereon the 28<sup>th</sup> day of October 1889.

Therefore it is ordered and decreed by the Court that out of the proceeds of the sale of said lands there be paid out of the interest of the said Wray T. Thompson in said lands to the said E. C. Shedd & Sons the said sum of \$711.<sup>58</sup> with interest from this date and the said \$17.<sup>27</sup> costs on said judgment in satisfaction of said lien.

Answer  
 of  
 Nelson P.  
 Thompson

Afterward, on the 30<sup>th</sup> day of October 1890, the following Answer was filed with the Clerk of said Court, to wit:

Mary L. Thompson  
 now Mary L. Rogers  
 vs.

Court of Common Pleas,  
 Union County, Ohio.

Robert W. Thompson et al

The defendant Nelson P. Thompson for answer to the plaintiffs petition and by way of Cross-Petition says he admits that James Thompson died seized of the lands in the petition described and the persons named are his widow and heirs at law and that said lands descended to said parties subject to the liability of the same to be taken to pay the debts of his estate but this defendant says that when said lands are partitioned it will be necessary and legal to take into the account the advancements made by said James Thompson to his children. This defendant says the several advancements so made are as follows as shown by the Schedule hereunto

attached which is an exact copy of said advancements as made by said James Thompson in his own hand-writing in his books,

Advancements

Mary L. Rogers, \$5170.<sup>00</sup>; Taylor Thompson, \$4500.<sup>00</sup>;  
 Joseph S. Thompson, 4000.<sup>00</sup>; Wray J. Thompson, 5325.<sup>00</sup>;  
 Robert W. Thompson, 1500.<sup>00</sup>; John G. Thompson, 3311.<sup>25</sup>;

This defendant also says that he is informed and believes and therefore charges that the debts of said estate will exceed by a considerable sum the personal estate of said decedent and the balance will have to be paid out of said real estate and that it be greatly to the injury of said estate to work partition of said lands at the present time before it can be ascertained and know what amount it may be necessary to sell to pay said balance of said debts.

Therefore this defendant prays that the partition of said lands be postponed and when a division shall be made thereof that said advancements be taken in account according to law and the shares of said several heirs be assigned them after such advancements have been so taken into account and that this defendant may have at the proper time his share of said land assigned to him in severally.

Robinson & Woodburn

The State of Ohio,  
 Union County ss:

Attorneys for said Defendant.

Nelson O. Thompson being duly sworn deposes and says he believes the allegations of the foregoing Answer are true.

Nelson O. Thompson.

Sworn to before me and signed in my presence this 29<sup>th</sup> of October 1870.  
 (Seal) J. H. Kinkade,  
 Notary Public.

1871

Copy of advancements to the heirs of the estate of James Thompson, Deceased, New Dover, Ohio.

February 1<sup>st</sup>

To Mrs. Mary L. Rogers

1 Bureau	\$ 18.00
1 Walnut Table	4.00
1 Set of Chairs	4.50
1 W. Stand	3.50
1 Bedstead	5.50
1 Post " "	5.00
1 Large Rocker-chair of Morey & Huff	3.50
1 Cook Stove	23.00
1 Cow	70.00
1 Set of table-ware	8.00
Beds & Bedding	25.00

March 1<sup>st</sup>

1875  
 April 1<sup>st</sup>

One hundred acres of land as Deed will show to amount, valued at 4000.00  
 One note surrendered her on her husband dated April 1, 1875, On Demand 1000.00  
 Total. \$5170.00

This being all I expect ever to give her which is intended by me to be her part of my estate when I am dead.

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as made by his books, viz:  
 and believes to exceed by a and the and that it of said and know balance ion of said made thereof ing to law hem after and that are of said findant. and says he e. pson. his 29<sup>th</sup> of  
 valued at 1875, On Decm 5170.00 ded by me

Share of the Estate of J. Thompson  
 To Tyler Thompson  
 1872 One hundred acres of land included in Deed dated June 22<sup>nd</sup>, 1872 Amount valued at - \$4500.00  
 1875 Received of James Thompson a Deed for 99 acres signed by N.P. Thompson and Bernelia Thompson dated February 3<sup>rd</sup>, 1873 valued at four thousand dollars, it being advanced to me out of his estate October 12<sup>th</sup>, 1875, \$4000.<sup>00</sup>  
 (Signed) Joseph S. Thompson.  
 1873 To Wray T. Thompson \$  
 January 1 Wagon 100.00  
 2 Horses at \$100<sup>00</sup> 200.00  
 Bed<sup>dy</sup> Bedding 25.00  
 100 acres of land valued at date of Deed January 10<sup>th</sup>, 1873 4000.00  
 \$4325.00  
 Received of James Thompson the above land and chattels to above amount (\$4325.<sup>00</sup>) four thousand three hundred and twenty-five dollars, it being advanced to me out of his estate.  
 (Signed) Wray T. Thompson  
 To payment made Habensack, Sheriff - Dr. \$500.<sup>00</sup>  
 Paid Conklin mortgage \$500.<sup>00</sup>  
 \$5325.00  
 1877 Robert W. Thompson  
 June 14<sup>th</sup> Is to abide in the settlement of my estate \$1500.<sup>00</sup> as expressed in a Memorandum in a Deed to 1/2 Ints. in said land deeded June 14<sup>th</sup>, 1877.  
 (Signed) J. Thompson. \$1500.<sup>00</sup>  
 John G. Thompson Dr.  
 To Cash<sup>ny</sup> Note taken March 14<sup>th</sup>, 1859 No. 1. \$551.77  
 Should be Interest since 900.00  
 1883 To one note signed with J. S. T. No. 2. 651.51  
 May 17<sup>th</sup> " " " " No. 3. 100.00  
 " " Draft paid 500.00  
 " 21<sup>st</sup> " " " " by J. N.P. Thompson as Draft will show 608.00  
 \$3311.28  
 Answer of Adms Mary L. Rogers vs. Robert W. Thompson et al  
 Court of Common Pleas, Union County, Ohio.  
 Now come Robert W. Thompson and Nelson P. Thompson as Administrators of the estate of James Thompson, deceased, and for their answer to said petition that the inventory of the personal and real estate of said decedent was as follows, viz:  
 Real estate valued at \$36320.<sup>75</sup>; Stock of goods at New Dover \$1573.73  
 Stock of goods at Watkins 1540.<sup>36</sup>; Accounts at New Dover 1435.<sup>11</sup>  
 Accounts at Watkins 512.<sup>14</sup>; Notes at Watkins 110.<sup>65</sup>  
 Cash at New Dover 232.<sup>31</sup>; Cash at Watkins 184.<sup>42</sup>

Personal property \$261.<sup>30</sup>; Notes at New Dover \$6372.<sup>00</sup>.

They say that some part of said notes and accounts were the remnants of a long business carried on in the merchantile line many of them small in the items. In their judgment there will be a large loss on the same and only a part of the amount can be collected therefrom.

That a copartnership had for a considerable time been carried on in farming business and stock business between said James Thompson and Nelson P. Thompson and at the time of the death of said Thompson the farm business and stock business was being carried on by them and a considerable amount of stock so named was on hand, and the same was in the inventory valued at \$-

That a considerable amount was due them on divers accounts and claims and they were considerably indebted but the amounts have not yet been ascertained and settled. That the said James Thompson at the time of his death largely indebted on his individual account and as surety for others but the amount has not yet been ascertained and cannot yet be ascertained. That the whole of the personal estate will fall considerably short of paying the indebtedness of said estate and it will be necessary to sell a considerable quantity of said lands to pay said indebtedness.

Therefore said Administrators pray that said partition be not made until a reasonable time shall elapse to enable them to adjust said credits and indebtedness and take the necessary steps to settle said estate.

Robinson & Woodburn,

Attorneys for said Administrators.

The State of Ohio,  
Union County ss:

Robert N. Thompson being duly sworn says he believes the allegations of the foregoing answer are true.

Sworn to before me and signed in my presence this 27<sup>th</sup> day of October 1890. Robert N. Thompson.  
J. H. Kinkade, Notary Public

Entry

5973

Afterward, on the 9<sup>th</sup> day of February, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Mary L. Rogers

vs.

Robert N. Thompson et al

Journal 15, Page 459.

On motion leave is given to N. P. Thompson to withdraw his amendment to answer and file new amendment to answer.

Amendment

to

Answer

of

N.P.

Thompson

Afterward, on the 10<sup>th</sup> day of February, 1891, the Amendment to Answer was filed with the Clerk of said Court,

Mary L. Rogers

vs.

Robert N. Thompson et al.

Court of Common Pleas,

Union County, Ohio.

In Partition.

The said defendant N.P. Thompson says that in

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in addition to the advancements set up in his answer herein that the following additional advancements should be taken into account in making partition of said lands, viz:

1<sup>st</sup> That on the 26<sup>th</sup> day of May 1884 the defendant G. C. Thompson gave his note to James Thompson his father in the figures and words following, viz:

" New Dover, May 26<sup>th</sup>, 1884. For value received I promise to pay to the order of James Thompson or his Adm. or Executors four hundred and fifteen dollars and thirty five cents with six per cent. interest from date. G. C. Thompson.

" Attest: Samuel Gamble.

That said note was intended to be an advancement with the interest thereon.

2<sup>nd</sup> That on the 1<sup>st</sup> of May 1880 Joseph S. Thompson one of the defendants gave to his father James Thompson his note in the words and figures following, viz:

" Watkins, Ohio, May 1<sup>st</sup>, 1880. One day after date I promise to pay to the order of R. W. Thompson  $\$450$ . four hundred and fifty seven and  $\frac{3}{4}$  dollars for value received at eight per cent. interest. Joseph S. Thompson.

On the back of the said note was assigned to James Thompson by R. W. Thompson and the same is held by his Administrators, but should be and was intended to be applied as an advancement with interest at his death.

3<sup>rd</sup> That this defendant on the 15<sup>th</sup> of April 1873 gave his note to said James Thompson in the words and figures following, viz:

" For value received I promise to pay to James Thompson's Administrators for the use of said estate two thousand dollars without interest until decease of J. Thompson.

" April 15<sup>th</sup>, 1873. \$2000. W. P. Thompson.

On the back of said note is endorsed in the hand-writing of said James Thompson the following: "on the within on settlement one thousand dollars without interest February 12<sup>th</sup>, 1888.

There is still remaining \$1000<sup>00</sup> unpaid on said note which was intended by the parties thereto as an advancement to said defendant and should be so treated.

4<sup>th</sup> The said G. C. Thompson bought of the Administrators of said James Thompson, deceased, an old stock of goods at a large price, viz: 1873<sup>72</sup> under an agreement that it should be paid by being taken out of his share of said estate and he gave them a written receipt to that effect which sale was to the advantage of said estate and it should be treated under said agreement as an advancement to him to be taken into account in the partition:

5<sup>th</sup> There is a note in the possession of said Administrator given by Tyler Thompson dated March 20<sup>th</sup>, 1867 to James Thompson amounting at his death to \$185. <sup>$\frac{3}{4}$</sup>  which should be treated as it was intended to be an advancement to him and be taken into consideration in making said partition.

6. There is in the possession of said Administrators a note given by Joseph S. Thompson to said James Thompson dated March 26<sup>th</sup> 1867 on which the amount due at his death was \$285. which was to be and should be treated as an advancement to him and should be considered in making said partition.

7. There is a note in the possession of said Administrator given by Robert W. Thompson dated July 27<sup>th</sup> 1888 for \$200 which with interest to his death should be treated as an advancement to him in making said partition.

Also another note of \$100 given by said Robert W. Thompson July 27<sup>th</sup> 1888 to said James Thompson which with interest to his death should be treated as an advancement to him and considered in making said partition.

Therefore this Defendant asks that all of said advancements be adjusted and adjudicated and the partition be made of said lands taking into consideration all of said advancements and claims intended to be advancements as aforesaid.

Robinson & Woodburn,  
Attorneys for N. P. Thompson.

The State of Ohio,  
Union County, ss: |

N. P. Thompson being duly sworn says he believes the allegations of the foregoing amendment to his answer are true.  
N. P. Thompson.

Sworn to before me and signed in my presence this 18<sup>th</sup> day of February 1891.  
R. M. Crooy, Clerk  
By N. M. Winger, Deputy.

Afterward, on the 15<sup>th</sup> day of February, 1891, a Reply was filed with the Clerk of said Court, to-wit:  
Mary L. Rogers, Plaintiff  
vs  
Robert W. Thompson, Defendant  
To the Court of Common Pleas  
Union County, Ohio.

The said Mary L. Rogers for her reply to the answer of the said N. P. Thompson says: That in his lifetime the said James Thompson had in contemplation giving her a note of \$1000. but he failed to do so: that he had sold her husband land for the sum of \$7000. and her husband had given him seven notes of \$1000. each, one payable in three months, one payable in six months, and the other at yearly intervals. That her husband paid five of the notes, and the others are still outstanding, one of them, in the hands of the Administrators of James Thompson, and the other in the hands of said R. W. Thompson. And to the extent of the \$1000. note said advancement is denied.

J. L. Cameron, Attorney for Plaintiff

W. S. Rogers being first duly sworn says he is the agent of the plaintiff, and that the facts stated in the foregoing reply

Reply to  
Answer  
of  
N. P. Thompson

5973

Reply to  
Answer  
of  
N. P. Thompson

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Answer of  
Elizabeth  
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are within his personal knowledge and are true as he believes.

W. S. Rogers.

Sworn to before me and signed in my presence this 14<sup>th</sup> day of February 1891.

(Seal) R. M. Croly, Clerk.

Afterward, on the 15<sup>th</sup> day of February, 1891, a Reply was filed with the Clerk of said Court, to wit:

Reply to Answer of N. P. Thompson

Mary L. Thompson now Mary L. Rogers

Court of Common Pleas, Union County, Ohio.

vs. Robert W. Thompson et al

The defendant Robert W. Thompson replies to the answer of Nelson P. Thompson, and denies that James Thompson in his life time made any charge as an advancement against this defendant, and denies that any advancement was made by said James Thompson, deceased, to said Robert W. Thompson either in real or personal property, money or otherwise, and this defendant denies all allegations in said answer of said Nelson P. Thompson in relation thereto.

Porter & Porter, Attorneys for Robert W. Thompson.

Robert W. Thompson being sworn makes oath that the facts stated in the foregoing pleading are true as he believes.

Robert W. Thompson.

Sworn to by Robert W. Thompson before me and signed by him in my presence this 18<sup>th</sup> day of February, 1891.

(Seal)

R. M. Croly, Clerk

By W. M. Viniget, Deputy.

Answer of Elizabeth Thompson

Afterward, on the 18<sup>th</sup> day of February, 1891, the following Answer was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff

Court of Common Pleas, Union County, Ohio.

vs. Robert W. Thompson et al, Defendant

Now comes Elizabeth Thompson widow of said James Thompson, deceased, and hereby consents to the sale of said premises prayed for in plaintiffs petition in this cause, and waives the assignment of dower in said premises to her by metes and bounds or in rents and profits and asks the Court to allow her in lieu of said dower such sum of money out of the proceeds of such sale as the Court may deem to be reasonable value of her dower interest in said premises.

Elizabeth Thompson

By W. F. Hooper her Attorney.

State of Ohio, Union County, ss:

Elizabeth Thompson being sworn says that she is the widow mentioned in the foregoing Answer and that the several matters set forth in said answer are true.

Elizabeth Thompson.

Sworn to and subscribed before me this 17<sup>th</sup> day of February 1891.

J. Edelblute, J.P.

rs a note n dated ath was advancement artition. nistrator \$200 which advancement t. W. Thompson interest to him and advancement ade of said cements and P. Thompson. ves the er are true. This 18<sup>th</sup> ly was filed non Pleas his. answer of e the g her a sold her and had a three t yearly otes, and nds of the the hands \$1000. or Plaintiff agent of ng reply

Entry  
5973  
Afterward, on the 23<sup>rd</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers  
vs.  
Robert W. Thompson  
Journal 15. Page 486.

It appearing to the Court that the defendant Greely Thompson is a minor over fourteen years of age, and that he has been duly and legally served with summons herein, and that he has neglected for more than twenty days from the return of the summons to apply for a guardian ad litem; on motion of the plaintiff J. M. Kennedy is hereby appointed guardian for the suit, for said minor defendant. And now comes the said J. M. Kennedy, and in open Court accepts said appointment.

Answer  
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Ad Litem  
5973  
Afterward, on the 23<sup>rd</sup> day of February, 1891, an Answer was filed with the Clerk of said Court, to wit:

The State of Ohio,  
Union County ss:  
Mary L. Rogers  
vs.  
Robert W. Thompson et al  
To the Court of Common Pleas.

Now comes Greely Thompson by Joseph M. Kennedy his guardian ad litem and for his answer to the plaintiffs petition says: That said Greely Thompson is a minor over the age of 14 years and that he is one of the heirs at law of James Thompson deceased and is entitled to one-ninth of the said lands and asks the Court to protect his rights.

Entry  
5973  
Afterward, on the 5<sup>th</sup> day of March, 1891, the following Entry was made on the Journal by the Clerk of Court, to wit:

Mary L. Rogers  
vs.  
R. W. Thompson et al  
Journal 15. Page 501.

This day this cause came on to be heard, and the same was submitted to the Court upon the pleadings and the evidence.

On consideration whereof the Court being fully advised in the premises finds: That all the parties have been duly and legally notified of the filing and pendency of the petition, and of the several cross-petitions, and that all the parties are before the Court, in due and legal form.

The Court further finds that the said James Thompson died seized of the lands and tenements in the petition described and that his personal estate was insufficient to pay his debts, and that there will be no personal estate for distribution.

The Court further finds that the parties named in the petition are the heirs and legal representatives of said James Thompson and that he died intestate, and that the said parties are entitled in the division of his estate to the parts and proportions in the said petition stated. The Court further

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find that in the lifetime of the said James Thompson he made advancements to some of his children, and that said advancements should be brought in and made part of his estate for distribution, and that they are as follows:

The said James Thompson advanced to Mary E. Rogers land to the value (as expressed in the deed for the same) of four thousand dollars, and personal estate to the amount of \$170<sup>00</sup> making a total advancement to her of \$4170<sup>00</sup>, and that the thousand dollars claimed to be advanced to her by a note on W. S. Rogers is not sustained by the evidence.

The said James Thompson also advanced to his son Taylor land to the value of \$4500<sup>00</sup> (as expressed in the deed for the same) also personal estate amounting to \$366<sup>00</sup> by his note set up in said answer making a total advancement to him of \$4866<sup>00</sup>.

The said James Thompson advanced to his son Joseph S. Thompson land to the value of \$4000, and also personal estate amounting to \$1021<sup>00</sup> as set forth in said answer making a total advancement to him of \$5021<sup>00</sup>.

The said James Thompson also advanced to his son Gray J. Thompson land to the value of \$4000<sup>00</sup> and personal estate to \$1325, as set forth in said answer the total amount of said advancement being \$5325<sup>00</sup>.

The said James Thompson, advanced to his son John B. Thompson personal estate amounting to \$3311<sup>00</sup>.

The said James Thompson advanced to his son G. C. Thompson in the manner set up in said answer and including the receipt he gave to said Administrators of property to be counted on his share of said estate the sum of \$2156<sup>00</sup> which should be charged to him as an advancement in making said partition.

The said James Thompson advanced to his son Nelson O. Thompson personal estate to the amount of \$1000<sup>00</sup> as set forth in said answer.

The said James Thompson did not make the advancement of \$1500<sup>00</sup> charged to said Robert W. Thompson as set up in said answer, but did advance to him \$339<sup>00</sup> as set forth in said answer by his notes therein set forth.

And the Court further find that the said several advancements should be brought in and made part of the estate of said James Thompson, and there being no personal estate to distribute the several parties receiving said advancements should receive less the amount in hand in this cause to be partitioned.

It is therefore adjudged and decreed by the Court that all said advancements be confirmed as a full and final adjudication of the said matters, and things put in issue in the pleadings as to advancements to all of said heirs of said James Thompson deceased, and the claims arising on said items set up in said answer are so confirmed and declared binding upon all of said parties, and a full settlement of the same.

It is further adjudged and decreed by the Court that

The lands in the petition described be appraised both subject to and free of the dower of the said Elizabeth Thompson, and that to the appraised value of the same subject to the dower aforesaid, there be added the sum of \$26,190<sup>00</sup> being the sum total of all said advancements, and that partition of said premises be made giving to the said Mary E. Rogers such portion of said premises as will when added to her advancement of \$4,170<sup>00</sup> equal one-ninth of the said premises.

To the said Tyler Thompson such portion as will when added to his advancement of \$4,866<sup>00</sup> equal one-ninth of said premises.

To Joseph S. Thompson such portion as will when added to his advancement of \$5,021<sup>00</sup> equal one-ninth of said premises.

To Wray T. Thompson such portion as will when added to his advancement of \$5,325<sup>00</sup> equal one-ninth of said premises.

To George E. Thompson such portion as will when added to his advancement of \$2,156<sup>00</sup> equal one-ninth of said premises.

To Robert V. Thompson such portion as will when added to his advancement of \$337<sup>00</sup> equal one-ninth of said premises.

To Nelson Thompson such portion as will when added to his advancement of \$1,000<sup>00</sup> equal one-ninth of said premises; but in making the said partition of the Eleventh, Twelfth, Ninth and Tenth tracts described in said petition in which the said Nelson O. Thompson holds the undivided one half in his own right, there shall be set off and assigned to him the full one-half of said premises in addition to the quantity he is to receive as the heir of said James Thompson.

To Howard Thompson such portion as will when added to his portion of the advancement made to his father, to wit: the sum of \$827<sup>00</sup> equal the one-thirty-sixth part of said premises.

To Nettie Ritson such portion as will when added to the sum of \$827<sup>00</sup> equal the one-thirty-sixth part of said premises.

To Fannie Thompson such portion as will when added to the sum of \$827<sup>00</sup> equal the one-thirty-sixth part of said premises.

To John Thompson such portion the value of which when added to the sum of \$827<sup>00</sup> will equal the one-thirty-sixth part of said premises.

To Greely Thompson the one-ninth part of said premises.

And it is further ordered that for the purpose of making the said partition an order issue to the Sheriff of said County of Union commanding him that by the oaths of Andrew S. Mowry, Marion Hopkins, and William H. Robb, there be set off and assigned to the said Elizabeth Thompson as and for her dower the full and equal one-third part of said premises without the advancement and that subject to the same be set off and divided to the said several parties, the parts and proportions to which they have hereinbefore been found entitled; but it is ordered that in case the said commissioners shall find that said lands cannot be divided by metes and bounds without manifest injury then they need not set off or assign said dower, but

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shall return their appraisement of said property free of the said dower.

It appearing to the Court that the said Elizabeth Thompson has filed her answer waiving the assignment of dower by metes and bounds, and has elected to take her interest in money in the event said lands are sold, and the Court finds it will be to the interest of all said parties for said lands in the event of sale to be sold free of dower.

And it is further ordered that in the event of the said Commissioners finding said lands cannot be divided by metes and bounds without manifest injury that each parcel of land shall be appraised separately, and that in making his return the said Sheriff shall return accordingly.

And it is ordered that of his proceedings in the premises the Sheriff make due return without unnecessary delay.

Partition  
Dower

Afterward, on the 17<sup>th</sup> day of March, 1871, a Writ of Partition and Dower 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 Andrew S. Mowry, Marion Hopkins and William H. Robb you cause to be set off and assigned to Elizabeth Thompson widow of James Thompson, late of said County, deceased, one full equal third part of the real estate hereinafter described without the advancement of \$26190.<sup>20</sup>; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate situate in the County of Union and State of Ohio, bounded and described as follows, to wit:

First: All of lots numbered sixteen (16) eighteen (18) twenty (20) and twenty-two (22) in the village of Watkins as shown by the recorded plat of said village.

Second: All of lots numbered one (1) two (2) three (3) four (4) five (5) six (6) seven (7) eight (8) and 37 in the village of New Dover according to the recorded plat of said village.

Third: The following parts of lots in said village of New Dover to wit: All of fractional lot N<sup>o</sup> 36, except 27 feet front and extending back same width on the east end of said lot; the east half of lot number thirty-eight (38) and the east half of lot number forty-five (45) and all of N<sup>o</sup> 46 not heretofore conveyed.

Fourth: The following real estate being part of Survey N<sup>o</sup> 3956 Beginning at a Stone in the center of Millcreek, it being S. W. corner to James Thompson's land: thence with said Thompson's west line N. 12- W. to a stone in the center of the Hinton Mill road, it being S. E. corner to William M<sup>o</sup>. Crary's land: thence with said M<sup>o</sup>. Crary's S. line and with said road west to said M<sup>o</sup>. Crary's S. W. corner in the S. line of Charles Dows land: thence with said Dows east line S. 12 E. to a stone in the center of Millcreek, it being S. E. corner to said Dows land: thence down

The center of said creek with the meanders thereof to the beginning containing sixty-six (66) acres.

Fifth: The following tract, being part of Survey N<sup>o</sup>: 5135, beginning in the east line of said Survey N. E. corner to N. P. Thompson's land: thence westerly with the N. line of said land to the center of Millcreek: thence up the creek with the meanderings thereof to the corner of a parcel of land owned by J. <sup>W</sup> N. P. Thompson: thence easterly with S. line of said land to the corner of the same in the N. line of Mary A. Shuler's land: thence southerly to the N. line of the R. R.: thence easterly with said line to the corner of a parcel of land owned by R. B. Thompson: thence southerly with the line of a four acre (4) lot owned by J. <sup>W</sup> N. P. Thompson to the S. W. corner of the same: thence easterly with the S. line of said lot to the E. line of said Survey N<sup>o</sup>: 5135: thence southerly with said line to the beginning containing 273 acres more or less, excepting from the above lots N<sup>o</sup>: 5, 6, 7, & 8 in New Dover <sup>W</sup> the old School property, now owned by Mary A. Shuler, excepting all rights of the C. C. C. <sup>W</sup> St. L. R. R. Co.

Sixth: Beginning in the N. line of the R. R. lands near the S. W. corner of lot N<sup>o</sup>: 4 in New Dover: thence with the N. line of said lot and continuing same course to the N. E. corner of J. F. M<sup>o</sup>: Cray's lot in the N. line of said Survey N<sup>o</sup>: 5135: thence easterly with said line to N. W. corner of a parcel of land owned by J. <sup>W</sup> N. P. Thompson: thence southerly with said line to the S. W. corner of same, in the northerly line of John Griffiths land: thence westerly to the N. W. corner of a one acre lot owned by N. P. Thompson: thence southerly with the N. line of said one acre lot to the center of the Marysville and Delaware road: thence westerly with said road and the northerly line of said R. R. to the beginning containing thirty one acres (31) after excluding lots N<sup>o</sup>: 1, 2, 3 & 4 in New Dover, Ohio: the said thirty one acre tract being part of Survey N<sup>o</sup>: 5135.

Sevent: Being part of Survey N<sup>o</sup>: 3956. Beginning at a stone in the center of Millcreek in the west line of Survey N<sup>o</sup>: 1307 and E. line of said Survey N<sup>o</sup>: 3956: thence with the west line of Survey N<sup>o</sup>: 1307 N. 10, W. 237 poles to a stake in the center of the Hinton Mill road and south-east corner of J. Baughman's land: thence with said Hinton road on the S. line of J. Baughman's a westerly course to Baughman's S. W. corner and John Battese N. E. corner and William M<sup>o</sup>: Cray's S. corner 105 poles: thence S. 10- E. on John Battese line 220 poles to the center of Millcreek: thence with the meandering of the creek 128 poles to the beginning containing 150 acres more or less.

Eighth: Being part of Survey N<sup>o</sup>: 4065, beginning in the west line of the Survey at the S. W. corner of James M<sup>o</sup>: Cray's land: thence with said Survey line S. 10- E. 148 poles to the corner of N. P. Thompson's land: thence with the N. line of said land N. 80 E. 110 poles to the S. W. corner of George M. Bramble's land: thence with the N. line of said lands N. 10- W. 148 to the Dover road

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County Line road: thence S. 80- N. 110 poles to the beginning contain-  
ing 106 acres more or less.

Ninth: The said James Thompson also died seized in fee-simple  
of the undivided one-half of the following described lands situate  
in said County of Union and State of Ohio, bounded and describ-  
ed as follows, to wit: Being a part of Survey N<sup>o</sup> 5504. Beginning  
at a stone the N. E. corner of said Survey where the Blues Creek  
and Dover road crosses the Waldo road: thence with the center  
of the Blues Creek and Dover road S. 10- E. 35 + 7/8 poles to a stone  
being the S. E. corner of said Survey: thence with the S. line S. 81  
1/2- N. 83 1/2 poles to a stone: thence N. 10- N. 35 6 7/8 poles to a stone in  
the center of the Waldo road and N. line of said Survey: thence  
N. 83 1/2- E. 83 1/8 poles to the place of beginning containing 174 7/8 acres  
more or less, except one acre in the N. E. corner used as a graveyard.

Tenth: The said James Thompson also died seized in fee sim-  
ple of the undivided one-half of the following lands, situate in  
the said County of Union and State of Ohio, bounded and de-  
scribed as follows, being part of Survey N<sup>o</sup> 5135, beginning at the  
N. E. corner of the Survey: thence southerly with said line to  
the corner of J. H. Griffith's lot: thence westerly to the corner of  
James Thompson's 31 acre tract: thence northerly with the line of  
said tract to the N. line of said Survey: thence easterly with  
said line to the beginning containing one and one-half acres  
more or less.

Eleventh: The said James Thompson also died seized in fee-  
simple of the undivided one-half of the following lands situ-  
ate in said County of Union and State of Ohio, being part of  
Survey N<sup>o</sup> 5135. Beginning in the E. line of said Survey and  
S. line of R. R.: thence westerly with said R. R. line to James  
Thompson's 272 acre lot: thence southerly with said line to a  
corner of the said tract: thence easterly to a corner of the same  
in the east line of said Survey: thence N. with said line to the  
beginning containing four acres more or less.

Twelfth: The said James Thompson also died seized in fee-  
simple of the undivided one-half of the following premises situate  
in the said County of Union and State of Ohio, and being part  
of Survey N<sup>o</sup> 5135 bounded and described as follows: Beginning in  
the center of the Marysville and Delaware road at the N. W. corner  
of Marion A. Shuler's land: thence southerly with the westerly  
line of said land to the corner of James Thompson's 272 acre  
tract to the center of Millcreek: thence up the creek to the corner  
of D. Shuler's mill lot: thence with the southerly and easterly lines  
of said lot to a corner of the same in the center of the Marysville  
and Delaware road: thence with the center of said road to the  
beginning containing 15 7/8 acres more or less.

And it is ordered that in making said partition, you  
cause said lands to be appraised subject to the power of the  
said Elizabeth Thompson, and to such appraised value you add  
the sum of \$2619.<sup>20</sup> being the sum total of certain advancements

and that you make partition of said premises by giving to the plaintiff Mary L. Rogers such portion the value of which when added to her advancement of \$4170.<sup>00</sup> will equal one-ninth of the total value of said premises with the advancements added.

And give to Taylor Thompson such portion of said premises as will when added to his advancement of \$4866.<sup>81</sup> equal the one-ninth of said premises with all advancements added.

To Joseph S. Thompson such portion the value of which when added to his advancement of \$5021.<sup>32</sup> will equal the one-ninth of said premises and all the advancements.

To Wray T. Thompson such portion the value of which when added to his advancement of \$5325.<sup>00</sup> will equal one-ninth of said premises with all advancements added.

To George C. Thompson such portion as will when added to his advancement of \$2156.<sup>70</sup> equal the one-ninth of said premises with all advancements added.

To Robert W. Thompson such portion the value of which when added to his advancement of \$337.<sup>00</sup> will equal the one-ninth of said premises with all advancements added.

To Greely Thompson such portion the value of which will equal one-ninth of said premises and all advancements.

To Howard Thompson such portion the value of which when increased by the sum of \$827.<sup>82</sup> will equal the one-thirty-sixth part of said premises with all advancements added.

To Nettie Ritson such portion as will when increased by the sum of \$827.<sup>82</sup> equal the one-thirty-sixth of said premises and all advancements.

To Fannie Thompson such portion the value of which when increased by the sum of \$827.<sup>82</sup> will equal the one-thirty-sixth part of said premises and the total advancements.

To John Thompson such portion the value of which when added to the sum of \$827.<sup>82</sup> will equal the one-thirty-sixth part of said premises and the advancements.

To Nelson Thompson such portion as will when increased by the sum of \$1000.<sup>00</sup> equal the one-ninth of said premises and advancements; but in making the division of the ninth, tenth, eleventh, and twelfth tracts herein described you will first set off to the said Nelson Thompson the one-half thereof in his own right, and which is not subject to dower, and the remaining half being subject to dower and to the division herein provided for.

And it is further ordered that in the event of the said Commissioners finding that said premises cannot be divided without manifest injury to the value thereof, then that you omit to assign dower, and make return of the appraised value of said property free of dower. And that in making such appraisement you appraise each tract separately, and make your return accordingly, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County

Sheriffs Return

Comm. Report

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of Union, in a certain civil action, for Partition & Dower wherein the said Mary L. Rogers is Plaintiff and Robert W. Thompson et al are Defendants; and that your proceedings in the premises are 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 17<sup>th</sup> day of March A. D. 1891.

(Seal) R. M. Crony, Clerk.

Sheriff's Return

And on the 10<sup>th</sup> day of April, 1891, the Sheriff of said County returned said Writ to the Clerk's Office in said County which return is as follows, to wit: Sheriff's Return.

Service	1 50
Mileage	2 40
Exp. Writ	1 20
Swear Com.	25
Report of Conway	8 00
Return	3 00
Total	17 85
Commissioner Surveyor	12 00
Chain Carriage	30 65
Total	4 50
Total	75 00

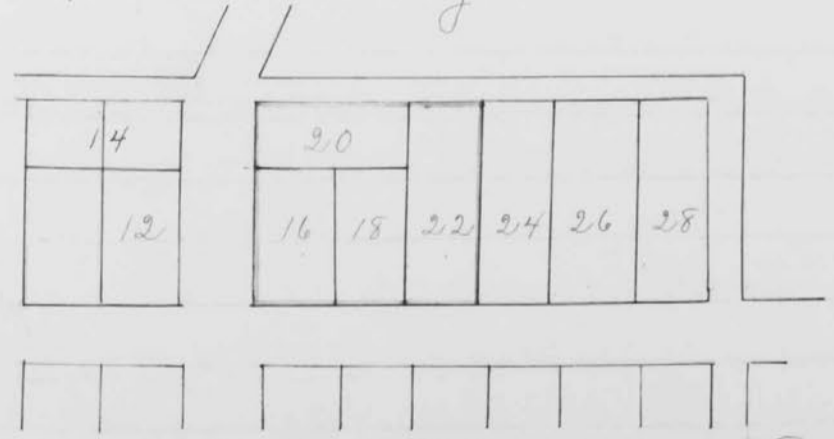
As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of Andrew S. Mowry, Marion Hopkins and William H. Robb; and the said Commissioners being of the opinion that the said premises in said writ described cannot be divided without manifest injury, I have caused 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 11<sup>th</sup> day of April A. D. 1891. Thomas Martin, Sheriff. Union County Court of Common Pleas In Partition & Dower.

Comm. Report

Mary L. Rogers vs. Robert W. Thompson et al

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 are of the opinion that the same cannot be divided without manifest injury we have therefore appraised said premises free of dower which appraisement is attached to each description and is shown in the summary attached to this report.



Plat of a part of Watkins Union County, Ohio. The First tract comprise lots N<sup>o</sup> 16, 18, 20, 22.

Title in James Thompson. Premises situate in Union County, Ohio Part of the First tract:

All of lot N<sup>o</sup> 14 in the village of Watkins. Premises including improvements appraised at \$450<sup>00</sup> Part of the First tract:

All of lot N<sup>o</sup> 18 in the village of Watkins. Premises vacant appraised at \$35<sup>00</sup> Part of the First tract.

All of lot N<sup>o</sup> 20 in the village of Watkins.

Premises vacant appraised at \$20.<sup>00</sup>

Part of the First tract:

All of lot N<sup>o</sup> 22 in the village of Watkins.

Premises including improvements appraised at \$500.<sup>00</sup>



Plat of a part of Dover  
Union County, Ohio.

Warehouse Property.

Title in James Thompson.

Premises situate in the village of Dover, Union County and being the east half of lot N<sup>o</sup> 45, and all of lot N<sup>o</sup> 46 and all that part of the west half of lot N<sup>o</sup> 38 conveyed by David Shuler to James Thompson on the 28<sup>th</sup> day of October 1878 and being 32 feet on Church Street and also including that part of the east half of said lot N<sup>o</sup> 38 described as follows: Beginning at the southerly end of the division line of said lot N<sup>o</sup> 38 and in the northerly line of the C. C. C. & St. L. R. R. thence northerly with said division line 25 feet; thence easterly parallel with the main track of said Railroad 20 feet; thence southerly parallel with said middle line 25 feet to the said railroad line; thence westerly with said line to the beginning, and to include all that part of said Warehouse upon the lands of said Railroad, and the rights and privileges connected therewith; and also to include the corn sheller and elevating machinery.

Appraised value (of the whole property) \$600.<sup>00</sup>

Title in James Thompson:

All of lot N<sup>o</sup> 37 in the village of Dover

Appraised value with house \$700.<sup>00</sup>

Title in James Thompson:

All of lot N<sup>o</sup> 36 in the village of Dover except

27 feet front and extending back the same width on the east end of said lot.

Appraised value with shop \$60.<sup>00</sup>

Title in James Thompson:

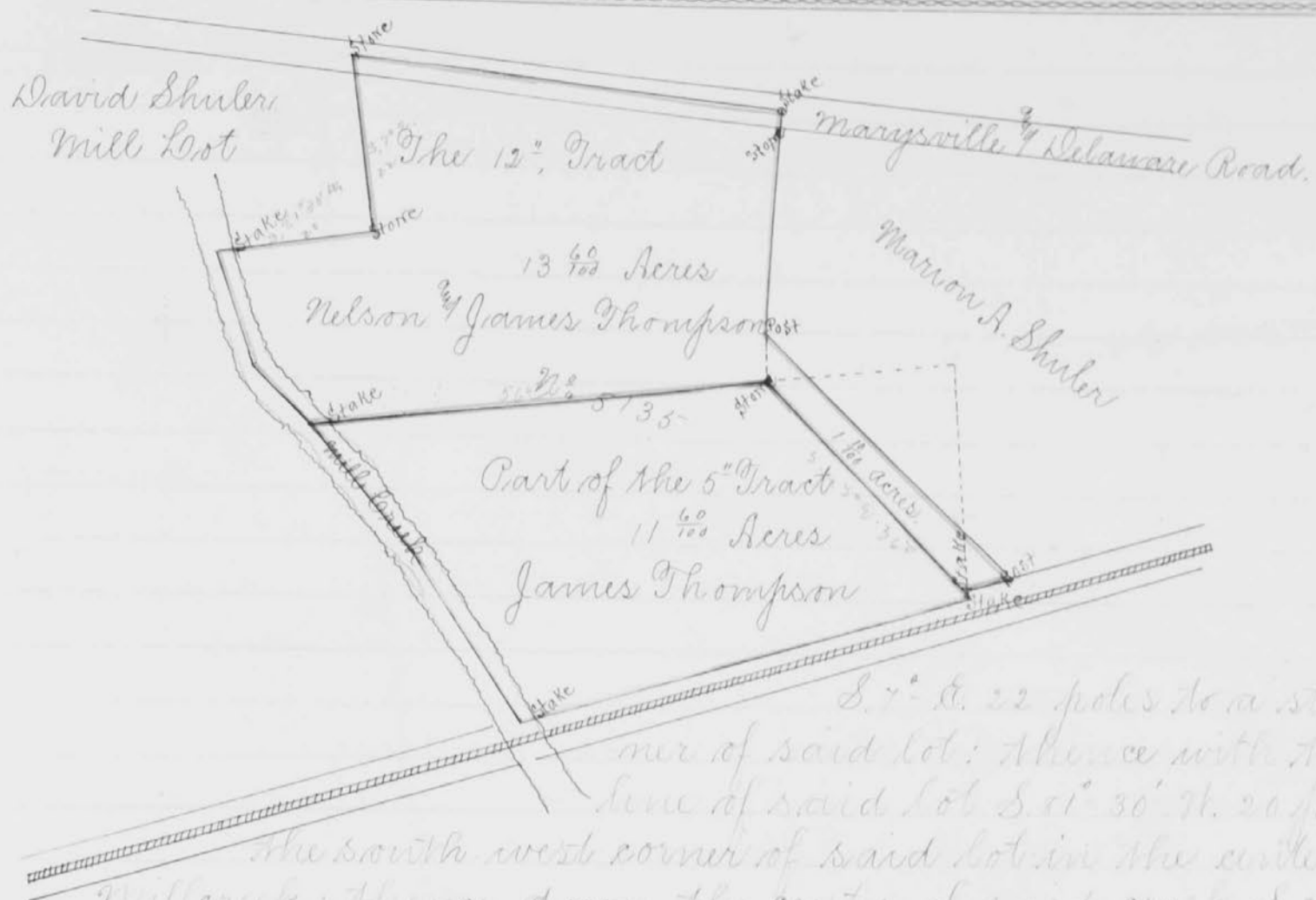
All that part of the east half of lot N<sup>o</sup> 38 in

the village of Dover not included in the Warehouse property.

Appraised value with store building \$450.<sup>00</sup>

Twelfth tract owned as tenants in common by James and Nelson C. Thompson. Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 and described as follows: Beginning at a stone in the center of the Marysville and Delaware gravel road and north-east corner of David Shuler's Mill lot: thence with the east line of said lot

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S. 7° E. 22 poles to a stone corner of said lot: thence with the south line of said lot S. 51° 30' W. 20 poles to the south-west corner of said lot in the center of Millcreek: thence down the center of said creek S. 20° 30' E. 14 5/8 poles and S. 44° E. 8 5/8 poles to the corner of James Thompson's land: thence with the north line of said land N. 55° E. 56 1/2 poles to a stone south-east corner of a lot of land conveyed by James H. Witcraft to James and Nelson P. Thompson October 5<sup>th</sup>, 1885: thence S. 45° E. 36 poles to a post in the north line of the C. C. C. & St. L. R. R. south-west corner of a lot of land containing 2 acres conveyed by James Thompson to James H. Witcraft October 5<sup>th</sup>, 1885: thence N. 74° 30' W. 1 1/2 poles to a stake: thence with the north line of said Railroad N. 74° 30' E. 5 poles to a post south-west corner of Marion A. Shuler's land: thence with a line of said land N. 45° W. 42 7/8 poles to a post: thence with another line of said land N. 2° 45' E. (passing a stone on the margin of said road) 27 1/2 poles to a stake north-west corner of said Marion A. Shuler's land in the center of the said Marysville and Delaware gravel road: thence with the center of said road N. 84° W. 53 1/2 poles to the beginning containing 14 7/8 acres more or less.

The whole tract is appraised at \$35<sup>00</sup> per acre, and the undivided one-half interest of James Thompson therein is appraised at \$27<sup>50</sup> per acre amounting to \$404. 2/10<sup>00</sup>

Part of the Fifth tract:  
Title in James Thompson:

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 and described as follows: Beginning in the center of Millcreek and in the north line of the C. C. C. & St. L. R. R.: thence with said line N. 74° 30' E. 56 poles to a post corner to James and Nelson P. Thompson's land: thence N. 45° W. 36 poles to a stone south-east corner of a lot of land conveyed by James H. Witcraft to James and Nelson P. Thompson October 5<sup>th</sup>, 1885: thence with the south line of said land S. 85° W. 56 1/2 poles to the corner of said lands in the center of Millcreek: thence down the center of said

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creek S. 40° E. 19 poles and S. 36° E. 25 <sup>7</sup>/<sub>10</sub> poles to the beginning containing 11 <sup>6</sup>/<sub>10</sub> acres more or less.  
Appraised at \$45.00 per acre amounting to \$522.00



Part of the Fifth tract.  
Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio and part of Virginia Military Survey N. 5135 and described as follows: Beginning at a stone in the center of the North road and 33 feet from the center of the main track of the C. C. C. St. L. R. R. on the south side: thence parallel with said railroad track and 33 feet therefrom S. 74° 30' N. 232 poles to the center of Mill Creek: thence down the center of said creek and with the meanders thereof to the north-west corner of Nelson O. Thompson's land: thence with the north line of said land N. 86° E. 64 poles to a stone in the center of said North road: thence with the center of said road N. 8° N. 177 <sup>6</sup>/<sub>10</sub> poles to the beginning containing 143 <sup>7</sup>/<sub>10</sub> acres more or less.  
Appraised at \$43.00 per acre and amounting to \$6181. <sup>2</sup>/<sub>10</sub>

The Ninth tract:

Title in James and Nelson O. Thompson as tenants in common.

Premises situate in Dover Township, Union County and part of Virginia Military Survey N. 5504 described as follows: Beginning at a stone the north-east corner of said Survey N. 5504: thence with the east line of said Survey S. 8° E. 355 <sup>7</sup>/<sub>10</sub> poles to a stone north-east corner to Survey N. 5135: thence with the north line of said Survey S. 85° N. 83 <sup>1</sup>/<sub>10</sub> poles to a stone: thence N. 8° N. 356 <sup>7</sup>/<sub>10</sub> poles to a stone in the center of the Walds road and in the north line of said Survey N. 5504: thence with said line N. 86° E. 83 <sup>1</sup>/<sub>10</sub> poles to the beginning containing 184 <sup>6</sup>/<sub>10</sub> acres more or less.

Excepting therefrom one acre used for the Mount Hermon Cemetery leaving 183 <sup>6</sup>/<sub>10</sub> acres.



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The 9<sup>th</sup> Tract.

The whole tract is appraised at \$45<sup>00</sup> per acre and the undivided one half interest of James Thompson therein is appraised at \$22<sup>50</sup> per acre amounting to 4136.<sup>85</sup>

James  
Nelson O.  
Thompson

183 <sup>86</sup>/<sub>100</sub> Acres

N<sup>o</sup> 5-5-04

The Tenth Tract

Title in James and Nelson O. Thompson as tenants in common.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Survey N<sup>o</sup> 5135 described as follows:

Beginning at a stone at the north-east corner of said Survey N<sup>o</sup> 5136; thence with the east line of said Survey S. 7<sup>o</sup> E. 26<sup>00</sup> poles to a stake north-east corner to the J. H. Griffith lot; thence with the north line of said lot S. 58<sup>o</sup> N. 9<sup>00</sup> poles to a stone; thence N. 9<sup>o</sup> N. 30<sup>00</sup> poles to a stone in the north line of said Survey N<sup>o</sup> 5135; thence with said line N. 75<sup>o</sup> E. 4<sup>00</sup> poles to the beginning containing 1<sup>50</sup>/<sub>100</sub> acres more or less.

The whole tract is appraised at \$56<sup>00</sup> per acre and the undivided one half interest of James Thompson therein is appraised at \$28<sup>00</sup> per acre amounting to \$42<sup>00</sup>.

James Thompson

10<sup>th</sup> Tract  
9 <sup>00</sup>/<sub>100</sub> N.P. Thompson  
1/2 Acres

lots

Part of the  
5<sup>th</sup> Tract,  
N<sup>o</sup> 5-135

11<sup>th</sup> Tract  
1 <sup>00</sup>/<sub>100</sub> N.P. Thompson  
1/2 Acres

The Eleventh Tract  
Title in James and Nelson O. Thompson as tenants in common

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 described as follows: Beginning at a stone in the east line of said Survey N<sup>o</sup> 5135 and 33 feet from the center of the main track of the C. C. & St. L. R. R. on the southerly side; thence parallel with said Railroad track and 33 feet therefrom

Part of the  
8<sup>th</sup> Tract.  
James Thompson N<sup>o</sup> 4065  
83 Acres

140 Acres.

Part of the 5<sup>th</sup> Tract  
James Thompson  
82 Acres.

Part of the  
8<sup>th</sup> Tract  
James Thompson  
52 <sup>00</sup>/<sub>100</sub> Acres

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S. 74° 30' N. 24 <sup>1</sup>/<sub>2</sub> poles to a stake: thence S. 22° E. 34 <sup>1</sup>/<sub>2</sub> poles to a stake: thence N. 72° E. 16 poles to a stake and tile in the east line of said Survey N. 57° 35'. Thence with said line N. 7° N. 33 <sup>1</sup>/<sub>2</sub> poles to the beginning containing 4 <sup>1</sup>/<sub>2</sub> acres more or less.

The whole tract is appraised at \$40<sup>00</sup> per acre, and the undivided one-half interest of James Thompson therein is appraised at \$20<sup>00</sup> per acre amounting to \$84<sup>00</sup>.

The Sixth Tract and lots N<sup>o</sup> 1-2-3-4 in the village of Dover which are a part of the Second Tract.

Title in James Thompson:

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135.

Beginning at a stake 33 feet from the center of the main track of the C. C. C. & St. L. R. R. on the northerly side and 37 feet S. 7° E. from the south west corner of lot N<sup>o</sup> 4 in the village of Dover: thence from the beginning corner N. 7° N. 75 <sup>1</sup>/<sub>2</sub> poles to a stone (witness an oak and an ash) north east corner of John F. W. Rice's land in the north line of said Survey N<sup>o</sup> 5135: thence with said line N. 55° E. 89 <sup>1</sup>/<sub>2</sub> poles to a stone north west corner to J. & N. C. Thompson's land: thence S. 9° E. 30 <sup>1</sup>/<sub>2</sub> poles to a stone corner to said land in the north line of the J. H. Griffith's lot: thence S. 58° N. 13 <sup>1</sup>/<sub>2</sub> poles to a post: thence S. 11° E. 16 <sup>1</sup>/<sub>2</sub> poles to a stake in the center of the Marysville and Delaware gravel road: thence S. 56° 5' N. 25 <sup>1</sup>/<sub>2</sub> poles to a stake 33 feet from the center of said railroad track: thence S. 75° N. 57 <sup>1</sup>/<sub>2</sub> poles to the beginning containing 35 acres more or less which includes lots N<sup>o</sup> 1-2-3-4 in the village of Dover and said premises are subject to all roads, streets and alleys in said village which are included in the above description. Appraised at \$70<sup>00</sup> per acre amounting to \$2450<sup>00</sup>.

Part of the Fifth and Eighth Tracts.

Title in James Thompson:

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Surveys N<sup>o</sup> 5135 and N<sup>o</sup> 4065 and described as follows: Beginning at a stone in the center of the North road and 33 feet from the center of the main track of the C. C. C. & St. L. R. R. on the southerly side: thence parallel with said railroad track and 33 feet therefrom N. 74° 30' E. 6 <sup>1</sup>/<sub>2</sub> poles to a stake corner to J. and N. C. Thompson's land: thence S. 22° E. 34 <sup>1</sup>/<sub>2</sub> poles to a stake: thence N. 72° E. 16 poles to a stake and tile south-east corner to said J. and N. C. Thompson's land in the east line of said Survey N<sup>o</sup> 5135: thence with said line S. 7° E. 25 <sup>1</sup>/<sub>2</sub> poles to a stone south-west corner to Jacob Edelblut's land: thence with the south line of said land N. 82° 30' E. 57 <sup>1</sup>/<sub>2</sub> poles to a stone: thence S. 7° 30' E. 59 poles to a stone: thence S. 84° 30' N. 157 <sup>1</sup>/<sub>2</sub> poles to a stone in the center of said North road: thence with the center of said road N. 8° N. 97 <sup>1</sup>/<sub>2</sub> poles to the beginning containing 83 acres more or less after excluding the old School lot 4 poles wide by 5 <sup>1</sup>/<sub>2</sub> poles long and containing 20 <sup>1</sup>/<sub>2</sub> square poles and including lot N<sup>o</sup> 5-6-7 and

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County as follows: County land: to a stone the north S. 82° 30' stone in E. 57 <sup>1</sup>/<sub>2</sub> Apprais



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in Dover and subject to streets and alleys.  
Appraised at \$51<sup>00</sup> per acre and amounting to \$4233<sup>00</sup>

Part of the Fifth and Eighth Tracts.

Title in James Thompson:

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Surveys N<sup>o</sup> 5135 and N<sup>o</sup> 4065 and described as follows: Beginning at a stone in the center of the north road and in the north line of Nelson P. Thompson's land: thence with said line N. 86° E. 99<sup>00</sup> poles to a stone corner to said land in the east line of said Survey N<sup>o</sup> 5135; thence with said line S. 7° E. 8<sup>00</sup> poles to a stone another corner to said Nelson P. Thompson's land thence with another line of said land N. 82°-30' E. 58 poles to a stone thence N. 7°-30' W. 78<sup>00</sup> poles to a stone; thence S. 84°-30' N. 157<sup>00</sup> poles to a stone in the center of said north road: thence with the center of said road S. 8° E. 80 poles to the beginning containing 82 acres more or less. Appraised at \$40<sup>00</sup> per acre and amounting to \$3280<sup>00</sup>

Part of the Eighth Tract.

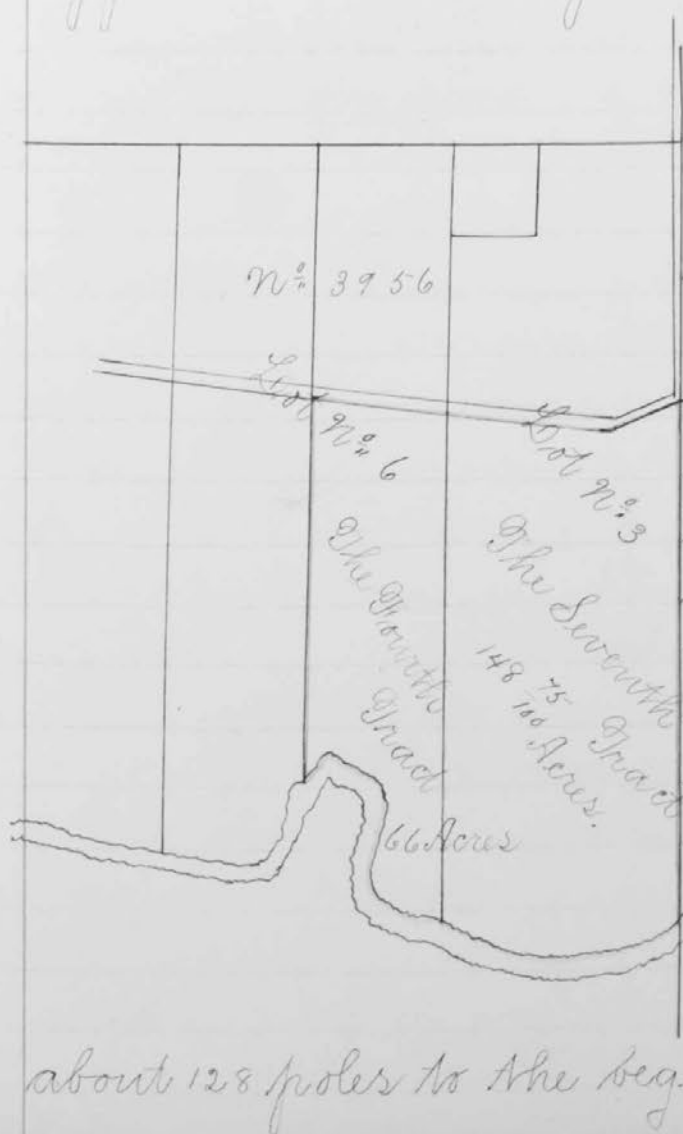
Title in James Thompson:

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 4065, described as follows: Beginning at a stone in the center of the Dover and County Line gravel road and north-west corner to George M. Gamble's land: thence with the west line of said land S. 7°-30' E. 147<sup>00</sup> poles to a stake and two tiles south-west corner to said land and in the north line of Nelson P. Thompson's land: thence with said line S. 82°-30' N. 57<sup>00</sup> poles to a stone. thence N. 7°-30' W. 147<sup>00</sup> poles to a stone in the south line of Jacob Edible's land; thence N. 82°-30' E. 57<sup>00</sup> poles to the beginning containing 52<sup>00</sup> acres more or less. Appraised at \$40<sup>00</sup> per acre and amounting to \$2104<sup>00</sup>.

The Seventh Tract.

Title in James Thompson.

Situate in Millcreek Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 3956 described as follows: Beginning at a stake in the center of Millcreek and in the east line of said Survey N<sup>o</sup> 3956: thence with said line N. 10° W. 225 poles to a stone in the center of the Hinton road: thence westerly with the center of said road 105 poles to a stone in the west line of lot N<sup>o</sup> 3 of the subdivision of said Survey: thence with said line S. 10° E. 220 poles to the corner of said lot N<sup>o</sup> 3 in the center of Millcreek: thence down the center of said creek with the meanders thereof about 128 poles to the beginning containing 148<sup>00</sup> acres more or less.



Appraised at \$45<sup>00</sup> per acre and amounting to \$5950<sup>00</sup>

The Fourth Tract:

Title in James Thompson:

Situate in Dover Township, Union County Ohio, and part of Virginia Military Survey N<sup>o</sup> 3956, described as follows: Beginning at a stone in the center of the Hinton road and in the line dividing lots N<sup>o</sup> 3 & 6 of the subdivision of said Survey: thence westerly with the center of said road to a stone southwest corner to W<sup>m</sup> J. M. Lerary's land and in the east line of Chark Bow's land: thence with said line S 10° E. to the center of Millcreek: thence down the center of said creek with the meanders thereof to the corner of said lot N<sup>o</sup> 3: thence with the west line of said lot N. 10° N. 220 poles to the beginning containing 66 acres more or less.

Appraised at \$42<sup>00</sup> per acre and amounting to \$2772<sup>00</sup>.

Summary of Appraisements, Title in James Thompson.

Watkins lot N <sup>o</sup> 16, Store Buildings &c:	\$ 450 <sup>00</sup>
Watkins lot N <sup>o</sup> 18,	35 <sup>00</sup>
Watkins lot N <sup>o</sup> 20,	20 <sup>00</sup>
Watkins lot N <sup>o</sup> 22, House and Barn &c:	500 <sup>00</sup>
Dover Warehouse Property	600 <sup>00</sup>
Dover, Part of lot N <sup>o</sup> 38, Store Building &c	450 <sup>00</sup>
Dover, Lot N <sup>o</sup> 37, House &c:	700 <sup>00</sup>
Dover, Part of lot N <sup>o</sup> 36,	60 <sup>00</sup>
11 <sup>60</sup> / <sub>100</sub> Acres in Survey N <sup>o</sup> 5135 at \$45 <sup>00</sup> per acre,	522 <sup>00</sup>
140 Acres in Survey N <sup>o</sup> 5135 at \$43 <sup>00</sup> per acre,	6181 <sup>25</sup>
35 Acres in Survey N <sup>o</sup> 3135 at \$70 <sup>00</sup> per acre	2450 <sup>00</sup>
73 Acres in Surveys N <sup>o</sup> 5135 and 4065 at \$57 <sup>00</sup> per acre,	4233 <sup>00</sup>
82 Acres in Surveys N <sup>o</sup> 5135 and 4065 at \$40 <sup>00</sup> per acre,	3280 <sup>00</sup>
52 <sup>60</sup> / <sub>100</sub> Acres in Survey N <sup>o</sup> 4065 at \$40 <sup>00</sup> per acre,	2104 <sup>00</sup>
66 Acres in Survey N <sup>o</sup> 3956 at \$42 <sup>00</sup> per acre,	2772 <sup>00</sup>
148 <sup>75</sup> / <sub>100</sub> Acres in Survey N <sup>o</sup> 3956 at \$40 <sup>00</sup> per acre,	5950 <sup>00</sup>
Title in James N. P. Thompson as tenants in common	
14 <sup>70</sup> / <sub>100</sub> Acres in Survey N <sup>o</sup> 5135 at \$27 <sup>50</sup> / <sub>100</sub> per acre,	404 <sup>25</sup>
183 <sup>70</sup> / <sub>100</sub> Acres in Survey N <sup>o</sup> 5504 at \$22 <sup>50</sup> / <sub>100</sub> per acre	4136 <sup>25</sup>
1 <sup>1</sup> / <sub>2</sub> Acres in Survey N <sup>o</sup> 5135 at \$28 <sup>00</sup> per acre	42 <sup>00</sup>
4 <sup>20</sup> / <sub>100</sub> Acres in Survey N <sup>o</sup> 5135 at \$20 <sup>00</sup> per acre	84 <sup>00</sup>
	<u>84<sup>00</sup></u>
	\$35274 <sup>35</sup>

Fees & Costs: ---

Andrew S. Mowry, Commissioner, 4 days,	\$ 4 <sup>00</sup>
Marion Hopkins, Commissioner, 4 days,	\$ 4 <sup>00</sup>
William H. Robt, Commissioner, 4 days,	\$ 4 <sup>00</sup>
Andrew S. Mowry, Surveyor	\$20 <sup>00</sup>
J. Charles Kennedy, Assistant	\$10 <sup>00</sup>
J. Charles Kennedy, Chain Carrier	2 <sup>00</sup>
Joseph W. Lawrence, Chain Carrier	4 <sup>00</sup>

Marion A.  
Frank H.  
Sergel Th.  
Nelson P.

Answer  
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Petition Mary D. C.  
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Robert W. C.  
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Marion A. Shuler, Chain Carrier, 1 day,	\$1. <sup>00</sup>	
Frank Holycross, Chain Carrier, 1 day,	\$1. <sup>00</sup>	(Paid by N. P. Thompson)
Siegel Thompson, Marker	1/2 day, \$0. <sup>50</sup>	
Nelson P. Thompson, Marker,	\$6. <sup>00</sup>	
	<u>Total</u>	\$57. <sup>15</sup>

Answer  
of Cross  
Petition  
of  
N. C. Fullington

Afterward, on the 20<sup>th</sup> day of March, 1891, the following Answer and Cross-Petition was filed with the Clerk of Court, to-wit:

Mary L. Rogers, Plaintiff  
vs.  
Robert W. Thompson  
et al Defendants

Court of Common Pleas,  
Union County, Ohio.

Now comes N. C. Fullington, surviving partner of Fullington & Phellis and for his answer and cross-petition says: That on the 28<sup>th</sup> day of January 1891, the said N. C. Fullington obtained a judgment against the said Robert W. Thompson in Court of Common Pleas, Franklin County, Ohio, for the sum of two thousand three hundred and seventy five <sup>100</sup>/<sub>100</sub> dollars with eight per cent. interest from January 28<sup>th</sup>, 1891, and costs \$3<sup>70</sup>, and increase costs made by Sheriff of Union County \$9<sup>46</sup> which judgment is still in full force and effect.

That on the 27<sup>th</sup> day of January, 1891, an execution was caused to be issued by Clerk of Court of Franklin County, Ohio to Sheriff of Union County, Ohio. That on the 29<sup>th</sup> day of January, 1891, Thomas Martin, Sheriff, Union County, received said execution at 9 o'clock A. M. and for want of goods and on the 29<sup>th</sup> day of January 1891, levied on the one-eighth interest of the lands described in the plaintiff's petition, being Robert W. Thompson's interest in said land inherited from his father's estate, James Thompson deceased, and that said judgment by virtue of a levy is a lien upon said premises.

N. C. Fullington says for his second cause of action he obtained a judgment in the Court of Common Pleas, Franklin County, Ohio, on the 28<sup>th</sup> day of January 1891, against Robert W. Thompson and N. P. Thompson (the said Robert W. Thompson being the principal debtor) for the sum of twenty-nine hundred and twelve <sup>75</sup>/<sub>100</sub> dollars and \$3<sup>70</sup> costs and increased costs made by the Sheriff of Union County Ohio \$9<sup>46</sup> which judgment is still in full force and effect. That on the 28<sup>th</sup> of January 1891, an execution was caused to be issued by Clerk of Court, Franklin -- Ohio, to Sheriff of Union County Ohio. That on the 29<sup>th</sup> day of January 1891, 9 o'clock A. M. Thomas Martin, Sheriff of Union County, Ohio received said execution; and on the 29<sup>th</sup> day of January 1891 for want of goods and chattels levied on the undivided one-eighth interest of lands described in plaintiff's petition being the interest of Robert W. Thompson inherited from his father's estate James Thompson deceased. And that said judgment by virtue of a levy made is a lien upon said Robert W. Thompson's interest in said real estate described in plaintiff's petition.

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4.<sup>00</sup>  
74.<sup>35</sup>

W. C. Pullington says there is due him from the said Robert W. Thompson on his first cause of action twenty three hundred and seventy-five  $\frac{3}{4}$   $\frac{1}{100}$  dollars with 8 per cent. interest from January 28<sup>th</sup>, 1891, and \$13<sup>00</sup> costs. And upon his second cause the sum of twenty-nine hundred and twelve  $\frac{3}{4}$   $\frac{7}{100}$  dollars with eight per cent. interest from January 28<sup>th</sup>, 1891 and \$13<sup>00</sup> costs. The said W. C. Pullington prays he may have a decree for the amount of said judgment and costs and interest and increased costs. And that said premises be sold and that said judgments and costs be paid out of the proceeds of said sale and for such further relief as the equity of case demands.

State of Ohio.

Union County ss:

Attorneys for W. C. Pullington.

W. C. Pullington being duly sworn says that the allegations stated in his foregoing answer and cross-petition are true as he verily believes.

Sworn to before me and subscribed by W. C. Pullington this 20<sup>th</sup> day of March 1891.

J. H. Minkade,

Notary Public.

Afterward, on the 20<sup>th</sup> day of March, 1891, the following Answer and Cross-Petition was filed with the Clerk of Court, to-wit:

Mary D. Rogers, Plaintiff

vs. Robert W. Thompson et al

Defendants

Court of Common Pleas, Union County, Ohio.

Now comes B. L. Robinson, one of the firm of Robinson, Curry & Company and for his answer and Cross-Petition says that on the 4<sup>th</sup> day of March 1890 the firm of Robinson, Curry & Company obtained a judgment in the Court of Common Pleas Union County, Ohio, against Wray T. Thompson for the sum of three hundred and thirty-four  $\frac{3}{4}$   $\frac{6}{100}$  dollars with six per cent. interest from March 4<sup>th</sup>, 1890, and seven dollars costs which judgment is still in full force and effect.

That by virtue of said judgment obtained in said Court of Common Pleas, in Union County Ohio, is a lien upon the interest of said Wray T. Thompson of the real estate described in said plaintiff's petition being the one eighth interest of said real estate inherited from his father James Thompson, deceased.

The said Robinson, Curry & Company says there is due them from said Wray T. Thompson the sum of three hundred and thirty-four  $\frac{3}{4}$   $\frac{6}{100}$  dollars and seven dollars costs with 6% interest from March 4<sup>th</sup>, 1890. And therefore prays they may have a decree for the amount of said judgment costs, interest and increased costs, and that said premises be sold, and that out of the proceeds of said sale be paid said judgments and costs and such other and further relief as the equity of the case demands.

Robinson & Woodburn, Attorneys.

Answer  
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Petition  
of  
Robinson,  
Curry & Co.

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The State of Ohio,  
Union County ss:

C. L. Robinson one of the firm of Robinson, <sup>Curry</sup> Company being duly sworn says the statements and allegations made in this his foregoing answer and cross-petition are true as he verily believes.  
C. L. Robinson.

Sworn to before me and subscribed in my presence this 20<sup>th</sup> day of March 1891.  
(Seal) W. F. Hooper, Notary Public

Entry for Robinson, Curry & Co.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of said Court, to-wit:

Mary L. Rogers  
vs.  
Robert W. Thompson et al

Journal 16, Page 14.

Now came on this cause to be heard on the cross-petition of C. L. Robinson, Curry <sup>Curry</sup> Company against Wray T. Thompson whereupon the Court being fully advised in the premises do find the allegations of said cross-petition to be true and that there is due to C. L. Robinson, Curry <sup>Curry</sup> Company against said Wray T. Thompson on the judgment in said cross-petition described the sum of three hundred and sixty three <sup>3/4</sup> <sup>4/5</sup> dollars with interest from this date and 37<sup>cts</sup> costs on said judgment which was a lien on said lands of said Wray T. Thompson from March 3<sup>rd</sup> 1890.

Therefore it is considered ordered and decreed by the Court that out of the proceeds of said lands of the interest of said Wray T. Thompson in the same, there be paid to C. L. Robinson, Curry <sup>Curry</sup> Company said sum of \$363. <sup>4/5</sup> and interest and costs in satisfaction of said judgment but this lien is junior to the lien of E. C. Shedd <sup>vs</sup> Son against said Wray T. Thompson mentioned in this record.

Entry 5773

Afterward, on the 10<sup>th</sup> day of April 1891, the following Entry was made on the Journal by the Clerk of said Court, to-wit:  
Mary L. Rogers  
vs.

Journal 15, Page 510.

Robert W. Thompson et al

On motion by the plaintiff and it appearing that part of lot Number 46 in the village of New Dover, Ohio, and also lot Number 37 in said village have been inadvertently omitted in the petition, it is ordered that the plaintiff have leave to file an amendment to her petition in shewer including said omitted property and as to said two lots to be included in said amendment, the rights of George C. Thompson are reserved for further order.

Amendment to Petition. Afterwards, on the 10<sup>th</sup> day of April, 1891, an Amendment to the Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff

Court of Common Pleas,  
Union County, Ohio.

vs. Robert W. Thompson et al. Defendants

Now comes the plaintiff and by leave of the Court first had makes this amendment to her petition, and says: That since filing her original petition she has discovered that said James Thompson, died seized in fee simple of the following premises not set forth in her original petition to wit: Situate in the County of Union and State of Ohio, and in the village of New Dover, and being all that part of lot N<sup>o</sup> forty-six which had not been deeded by said James Thompson prior to April 30<sup>th</sup>, 1882.

Also another tract in the same village described as follows: Being all of lot N<sup>o</sup> thirty-seven.

The foregoing tracts of land were inadvertently omitted from the petition by reason of the deeds therefor not being on record. The plaintiff says that the above mentioned land deeded to the said heirs of said James Thompson, in the same parts and proportions as the lands described in the petition, and are subject to the same division.

Plaintiff therefore asks that the lots and part of lot here in described may be partitioned in the same manner as is prayed for in the petition.

The State of Ohio,  
Union County ss:

J. L. Cameron,  
Attorney for Plaintiff.

Mary L. Rogers being sworn says the facts stated in her foregoing amendment to her petition are true as she believes.

Sworn to before me and signed in my presence this day of --- 1891.  
H. C. Welch, J. P.

Entry

5973

Afterward, on the 11<sup>th</sup> day of April 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers vs. Robert W. Thompson et al.

Journal 15, Page 5-15-

This cause come on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing that said estate cannot be divided by miles and bounds without manifest injury to the value thereof, and that said Commissioners have caused survey of said lands in convenient tracts to be made, and the Court finding that said Survey is for the best interests of all parties and that the appraisement made by the Commissioners is for the best interest for the estate and properly made.

The Court therefore find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

Order of Sale in Partition

A premises son ha bounds money premises for to A. A. may be Sheriff is unnces included. After was isse The Sta Union. within 1891 in a Court, w are defe ced to s Commis Union. a all of lot Also Also Also Total app Thompson known and he V (Seal) An returned return is Service mileage Copy to Str Copy of Not Poundage Affidavit of Total Deed Mortgage Printers Total.

And thereupon neither of said parties electing to take said premises at their appraised value and the said Elizabeth Thompson having by her answer waived her dower by votes and bounds and ask 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 and that an order issue therefor to the Sheriff of Union County.

And it is further ordered that separate orders of sale may be issued for several tracts or tract of said land, and the Sheriff is ordered to return his proceedings to this Court without unnecessary delay. Lot N<sup>o</sup> 37 in New Dover, Ohio, is not included in this order.

Order of Sale in Partition

Afterward, on the 27<sup>th</sup> 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:  
 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 Mary L. Rogers is plaintiff, and R. N. Thompson et al are defendants, we command you that without delay, you proceed to sell at public auction the lands and tenements in the Commissioners Report, to wit: Premises situate in the County of Union and State of Ohio, and in the village of Watkins, being all of lot N<sup>o</sup> 16 including the improvements appraised at \$450<sup>00</sup>  
 Also all of lot N<sup>o</sup> 18 appraised at \$35<sup>00</sup>  
 Also all of lot N<sup>o</sup> 20 appraised at \$20<sup>00</sup>  
 Also all of lot N<sup>o</sup> 22 appraised at, including improvements \$100<sup>00</sup>  
 Total appraised at \$1305<sup>00</sup> free of the Dower Estate of Elizabeth Thompson; 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 is writ.

Witness my hand and the Seal of the said Court, at Marysville this 27<sup>th</sup> day of April A. D. 1891.

R. M. Croy, Clerk  
 By W. M. Kinget, Deputy.

(Seal)

And on the 1<sup>st</sup> day of June, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows: Sheriff's Return.

Service	\$ 30
Mileage	1 60
Copy to Ptr.	30
Copy of Notice	30
Poundage	7 22
Affidavit of Ptr.	30
Total	\$13 22
Deed	2 00
Mortgage	1 00
Printers Fee	10 50
Total	27 73

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 30<sup>th</sup> day of May A. D. 1891 at twelve O. 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 Charles Hamawath who bid for lot N<sup>o</sup> 16 the sum of \$ 400.<sup>00</sup>; and for lot N<sup>o</sup> 18 \$ 25.<sup>00</sup>; and for lot N<sup>o</sup> 20 \$ 20.<sup>00</sup>; and for lot N<sup>o</sup> 22 \$ 795.<sup>00</sup>, total amount for all lots \$ 1230.<sup>00</sup>, said sums 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.

Mary L. Rogers,  
vs.

Sheriff's Sale  
Car Order of Sale in Partition.

Proof of  
Publication

R. W. Thompson 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 30<sup>th</sup>, 1891, at or about the hour of one o'clock P. M. on said day the following described real estate, to-wit: Situate in the Township of Mill-creek, County of Union and State of Ohio, and bounded and described as follows: and in the village of Mathews being all of lot N<sup>o</sup> 16 including improvements; also all of lot N<sup>o</sup> 18; also all of lot N<sup>o</sup> 20; also all of lot N<sup>o</sup> 22 including improvements.

Appraised at - lot N<sup>o</sup> 16, at \$ 450.<sup>00</sup>; lot N<sup>o</sup> 18, \$ 35.<sup>00</sup>; lot N<sup>o</sup> 20, \$ 20.<sup>00</sup>; lot N<sup>o</sup> 22 \$ 700.<sup>00</sup> Terms of sale one-third 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 29<sup>th</sup>, 1891.

W. C. Shearer.

Sworn to and subscribed before me, this 30<sup>th</sup> day of May 1891.

(Seal)

R. McCroly, Clerk.

Answer  
to Cross-  
Petition  
of  
C. Aultman  
by Geo.

Afterward, on the 13<sup>th</sup> day of May, 1891, the following Answer was filed with the Clerk of said Court, to-wit:

Mary L. Rogers, Plaintiff  
vs.  
R. W. Thompson et al. Defendants

Court of Common Pleas,  
Union County, Ohio.

C. Aultman & Company by leave of the Court having been made a party herein now comes and says it is a corporation duly and lawfully organized and doing business under the laws of Ohio. That by the consideration of the Court of Common Pleas of Starke County, Ohio, the said C. Aultman & Co., recovered a judgment against Wray Thompson one of the defendants herein, on the 27<sup>th</sup> day of May 1885 for the sum of \$ 126.<sup>40</sup> which judgment bears interest at 6%. And on the -- day of -- 1890, caused an execution to issue from said Court and on the -- day of -- 1890, the Sheriff of Union County, Ohio, made levy on the interest of said Wray Thompson in the lands described in plaintiff's petition, and as shown on page 35 of the Foreign Execution Docket of Union County, Ohio. C. Aultman & Co. therefore ask that if the proceeds of the sale of the lands herein said judgment lien and cost may

be paid.  
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be paid and for all proper relief.

D. W. Ayers.

State of Ohio,  
Union County ss:

D. W. Ayers being duly sworn says, he is the attorney of the above named C. Nuttman & Co. duly authorized in the premises. That C. Nuttman & Co. is a corporation duly organized and doing business under the laws of Ohio. That the facts stated and allegations in the 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 13<sup>th</sup> day of May, 1891.  
(Seal)

R. M. Crory, Clerk of Court.

Entry

5973

Afterward, on the 18<sup>th</sup> day of June 1891, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Mary D. Rogers, Plaintiff

vs.

Robert W. Thompson  
et al. Defendants

Journal 15, Page 559.

On motion to the Court by the plaintiff and on producing to the Court the return of the Sheriff of his proceedings and sale under the order of this dated April 27<sup>th</sup> 1891, and the Court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed.

And the Sheriff is ordered by deed duly executed to convey said premises to the purchaser Charles Cranawalt in fee simple free of dower.

And the said Elizabeth Thompson having asked that in lieu of dower its value be paid to her in money, the Court finds the just and reasonable value of her dower interest to be \$245.<sup>63</sup> the purchase money being in all \$1230.<sup>00</sup>, \$800.<sup>00</sup> of which was paid down, and the balance properly secured.

And it appearing to the Court that only a small portion of the real estate described in the petition has been sold, and that Robert W. Thompson and Nelson P. Thompson are the Administrators of said James Thompson, and that the personal estate is insufficient to pay his debts, and that it will require more than the proceeds of said sale to pay the indebtedness of said estate, and that said Administrators have taken the steps required by law to have said purchase money paid to them to be applied on the debts of said estate.

The Court make the following order of distribution of the cash proceeds of said sale being the sum of \$800.<sup>00</sup>

First: The Sheriff shall pay the taxes and penalty that are a lien upon said premises amounting to \$-

Second: The Sheriff shall pay to the Clerk of this Court the costs of this proceeding up to this date, excepting the fees of counsel, and that he pay to J. L. Cameron and the firm of Robinson & Woodburn counsel for the plaintiff the sum of \$100.<sup>00</sup> each to be applied on fees of plaintiff's counsel, all other matters in regard

to counsel fees being reserved until the further order of this Court.  
Third: The sum of \$159.<sup>77</sup> being the proportion of said cash payment due to Elizabeth Thompson the Sheriff shall pay to her.

Fourth: The balance of the cash proceeds of said sale the Sheriff shall pay to said Administrators of James Thompson to be by them applied upon the indebtedness of said estate, and accounted for by said Administrators in the Probate Court. All other matters are reserved until the further order of this Court.

Motion

Afterward, on the 26<sup>th</sup> day of June, 1891, the following motion was filed with the Clerk of said Court, to wit:

5973

Mary L. Rogers, Plaintiff

vs.

Robert W. Thompson et al.

Defendants.

Court of Common Pleas,  
Union County, Ohio.

G. E. Thompson one of the above defendants moves the Court that a receiver be appointed in this action on the grounds that the said G. E. Thompson has a joint interest in the lands described in said petition with the plaintiff and other defendants, except lot No. 37 thirty seven in the village of New Dover, Union County, Ohio.

That a petition for partition has been filed and an order for partition has been granted in said premises except in lot No. 37.

That said land came to them by descent from their father James Thompson deceased. That there has been nothing done with said order for partition except with lots No. 16, 18, 20, 21, 22 in the village of Watkins Union County, Ohio, which have been sold.

That said lands cannot be divided by metes and bounds and that sale cannot be had and confirmed before the November Term 1891 of this Court.

That there is a large tract of land and crops of grain and grass growing on said lands and that unless a Receiver is appointed herein said lands will not be in the custody and control of any one authorized to have charge of the same.

That the interest to all parties to this suit require that said lands should be in the care and control of some competent person that said parties to said suit may have the benefits of the rental of said lands until the same is finally disposed of and for the rental of said lands since the death of said James Thompson deceased.

That the said G. E. Thompson suggests the name of Thomas Martin, Sheriff of Union County as well qualified person for such Receiver.

W. J. Hooper,

Attorney for G. E. Thompson.

Service of notice hereby waived on the within petition.

Robinson & Woodburn Atty for

Mary L. Rogers, Plaintiff

vs.

Robert W. Thompson, et al.

Defendants

Court of Common Pleas,  
Union County, Ohio.

5973

To the Court of Common Pleas, Union County, Ohio  
In the matter of the application of a Receiver in the above case we, the undersigned heirs of the estate of James Thompson deceased

ask if it should be receiver. Thompson all the said Net  
Pracise Mary L.  
Robert W. et al  
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Order of Sale  
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ask if in the opinion of the Court it is necessary that a Receiver should be appointed that Nelson C. Thompson be appointed as such receiver. Taylor Thompson, Mary L. Rogers, N. T. Thompson, John G. Thompson Jr., Nettie T. Ritson, Howard N. Thompson, & Fannie Thompson all the heirs at law of John G. Thompson, & C. L. Ritson husband of said Nettie T. Thompson. Filed July 7<sup>th</sup>, 1891.

By C. N. Huggins their Attorney.

Gracipe Mary L. Rogers. Plaintiff

vs. Robert N. Thompson

Defendants.

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

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

Filed July 3<sup>rd</sup>, 1891.

J. D. Cramer, Attorney for Plaintiff.

Order of Sale

Afterward, on the 8<sup>th</sup> day of July, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio,

5973

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 May Term A. D. 1891 in a certain Petition for Partition, now pending in said Court, wherein Mary L. Rogers, plaintiff, and Robert N. Thompson, Nelson C. Thompson, defendants, we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit: The Twelfth Tract: Owned as tenants in common by James and Nelson C. Thompson. Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey No. 535 described as follows: Beginning at a stone in the center of the Marysville and Delaware gravel road and N. E. corner of David Shuler's Mill lot S. 7° E. 22 poles to a stone corner of said lot: thence with the south line of said lot S. 81° 30' N. 20 poles to the south-west corner of said lot in the center of Millcreek. thence down the center of Millcreek S. 20° 30' E. 14<sup>7/10</sup> poles and S. 47° E. 8<sup>5/10</sup> poles to corner of James Thompson's land: thence with the north line of said land N. 75° E. 56<sup>1/10</sup> poles to a stone S. E. corner of a lot of same conveyed by James H. Whitcraft to James and Nelson C. Thompson October 5<sup>th</sup>, 1815: thence S. 45° E. 36 poles to a post in the north line of L. L. C. & St. L. R. R. south-west corner of a lot of land containing two acres conveyed by James Thompson to James H. Whitcraft October 5<sup>th</sup>, 1815: thence N. 4° 30' N. 1<sup>1/4</sup> poles to a stake: thence with the N. line of said Railroad N. 74° 30' E. 5 poles to a post south-west corner of Marion A. Shuler's land: thence with a line of said land N. 45° N. 42<sup>7/10</sup> poles to a post: thence with another line of said land N. 2° 45' E. (passing a stone on the margin of said road) 27<sup>7/10</sup> poles to a stake north-west corner of said Marion A. Shuler's land in the center of said Marysville and Delaware gravel road: thence with the center of said gravel road N. 84° West 53<sup>7/10</sup> poles to the beginning containing fourteen <sup>3/4</sup> <sup>7/10</sup> (14<sup>7/10</sup>) acres more or less.

The whole tract appraised at \$55<sup>00</sup> per acre, and the undivided

one-half interest of James Thompson therein is appraised at \$27 <sup>50</sup>/<sub>100</sub> per acre, amounting to \$404. <sup>25</sup>/<sub>100</sub>.

The Fifth Tract: Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135, and described as follows:

Beginning at a stone in the center of the north road and 33 feet from the center of the main track of the C. C. C. & St. L. Railroad Company on the south side: thence parallel with said railroad track and 33 feet therefrom S. 74° 30' N. 232 poles to the center of Millcreek: thence down the center of said creek and with the meanders thereof to the north-west corner of Nelson O. Thompson's land: thence with the north-line of said land N. 86° E. 64 poles to a stone the center of said north road: thence with the center of said road N. 8° N. 177 <sup>50</sup>/<sub>100</sub> to the beginning containing 143 <sup>75</sup>/<sub>100</sub> acres more or less.

Appraised at \$43 <sup>00</sup>/<sub>100</sub> per acre and amounting to \$6181. <sup>25</sup>/<sub>100</sub>.

The Ninth Tract: Title in James Thompson, and Nelson O. Thompson as tenants in common.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5504, described as follows:

Beginning at a stone in the N. E. corner of said Survey N<sup>o</sup> 5504 thence with the east line of said Survey S. 8° E. 335 <sup>75</sup>/<sub>100</sub> poles to a stone north east corner to said Survey N<sup>o</sup> 5135: thence with north line of said Survey S. 85° N. 83 <sup>16</sup>/<sub>100</sub> poles to a stone: N. 8° N. 356 <sup>76</sup>/<sub>100</sub> poles to a stone in the center of the Walds road and in the north line of said Survey N<sup>o</sup> 5504: thence with said line N. 86° E. 83 <sup>16</sup>/<sub>100</sub> poles to the beginning, containing 184 <sup>86</sup>/<sub>100</sub> acres more or less. Excepting therefrom one acre used for the Mount Hermon Cemetery leaving 183 <sup>86</sup>/<sub>100</sub> acres.

The whole tract is appraised at \$45 <sup>00</sup>/<sub>100</sub> per acre, and the undivided one-half interest of James Thompson therein is appraised at \$22. <sup>50</sup>/<sub>100</sub> per acre amounting to \$4136. <sup>85</sup>/<sub>100</sub>.

The Tenth Tract: Title in James and Nelson O. Thompson as tenants in common.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 described as follows:

Beginning at a stone at the N. E. corner of said Survey N<sup>o</sup> 5135: thence with the east line of said Survey S. 7° E. 26 <sup>60</sup>/<sub>100</sub> poles to a stake north-east corner to the J. H. Griffith lot: thence with the north line of said lot S. 58° N. 9 <sup>76</sup>/<sub>100</sub> poles to a stone: thence N. 7° N. 30 <sup>70</sup>/<sub>100</sub> poles to a stone in the north line of said Survey N<sup>o</sup> 5135: thence with the said line N. 85° E. 9 <sup>60</sup>/<sub>100</sub> poles to the beginning containing 1 <sup>50</sup>/<sub>100</sub> acres more or less.

The whole tract is appraised at \$56 <sup>00</sup>/<sub>100</sub> per acre, and the undivided one-half interest of James Thompson therein is appraised at \$28 <sup>00</sup>/<sub>100</sub> per acre, amounting to \$42. <sup>00</sup>/<sub>100</sub>.

The Eleventh Tract: Title in James and Nelson O. Thompson, as tenants in common.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 described as follows:

Beginning at a stone in the east line of said Survey N<sup>o</sup> 5135

and 33 feet from the north road and 33 feet from the center of the main track of the C. C. C. & St. L. Railroad Company on the south side. The one-half acre amounting to \$404. <sup>25</sup>/<sub>100</sub>. The Sixth Tract: Title in James Thompson, and Nelson O. Thompson as tenants in common. The Seventh Tract: Title in James Thompson, and Nelson O. Thompson as tenants in common. The Eighth Tract: Title in James Thompson, and Nelson O. Thompson as tenants in common. The Ninth Tract: Title in James Thompson, and Nelson O. Thompson as tenants in common. The Tenth Tract: Title in James and Nelson O. Thompson as tenants in common. The Eleventh Tract: Title in James and Nelson O. Thompson as tenants in common. The Twelfth Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirteenth Tract: Title in James and Nelson O. Thompson as tenants in common. The Fourteenth Tract: Title in James and Nelson O. Thompson as tenants in common. The Fifteenth Tract: Title in James and Nelson O. Thompson as tenants in common. The Sixteenth Tract: Title in James and Nelson O. Thompson as tenants in common. The Seventeenth Tract: Title in James and Nelson O. Thompson as tenants in common. The Eighteenth Tract: Title in James and Nelson O. Thompson as tenants in common. The Nineteenth Tract: Title in James and Nelson O. Thompson as tenants in common. The Twentieth Tract: Title in James and Nelson O. Thompson as tenants in common. The Twenty-first Tract: Title in James and Nelson O. Thompson as tenants in common. The Twenty-second Tract: Title in James and Nelson O. Thompson as tenants in common. The Twenty-third Tract: Title in James and Nelson O. Thompson as tenants in common. The Twenty-fourth Tract: Title in James and Nelson O. Thompson as tenants in common. The Twenty-fifth Tract: Title in James and Nelson O. Thompson as tenants in common. The Twenty-sixth Tract: Title in James and Nelson O. Thompson as tenants in common. The Twenty-seventh Tract: Title in James and Nelson O. Thompson as tenants in common. The Twenty-eighth Tract: Title in James and Nelson O. Thompson as tenants in common. The Twenty-ninth Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirtieth Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirty-first Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirty-second Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirty-third Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirty-fourth Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirty-fifth Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirty-sixth Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirty-seventh Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirty-eighth Tract: Title in James and Nelson O. Thompson as tenants in common. The Thirty-ninth Tract: Title in James and Nelson O. Thompson as tenants in common. The Fortieth Tract: Title in James and Nelson O. Thompson as tenants in common. The Forty-first Tract: Title in James and Nelson O. Thompson as tenants in common. The Forty-second Tract: Title in James and Nelson O. Thompson as tenants in common. The Forty-third Tract: Title in James and Nelson O. Thompson as tenants in common. The Forty-fourth Tract: Title in James and Nelson O. Thompson as tenants in common. The Forty-fifth Tract: Title in James and Nelson O. Thompson as tenants in common. The Forty-sixth Tract: Title in James and Nelson O. Thompson as tenants in common. The Forty-seventh Tract: Title in James and Nelson O. Thompson as tenants in common. The Forty-eighth Tract: Title in James and Nelson O. Thompson as tenants in common. The Forty-ninth Tract: Title in James and Nelson O. Thompson as tenants in common. The Fiftieth Tract: Title in James and Nelson O. Thompson as tenants in common.

and 33 feet from the center of the main track C. C. C. & St. L. R. R. on the northerly side: thence parallel with said railroad track and 33 feet therefrom S. 74° 30' E. 24 <sup>1</sup>/<sub>2</sub> poles to a stake: thence S. 22° E. 34 <sup>1</sup>/<sub>2</sub> poles to a stake: thence N. 72° E. 16 poles to a stake and tile in the east line of said Survey N° 5135: thence with said line N. 7° E. 33 <sup>1</sup>/<sub>2</sub> poles to the beginning containing 4 <sup>1</sup>/<sub>2</sub> acres more or less.

The whole tract appraised at \$40<sup>00</sup> per acre, and the undivided one half interest of James Thompson therein is appraised at \$20<sup>00</sup> per acre amounting to \$84<sup>00</sup>.

The Sixth Tract, and lots N° 1, 2, 3, & 4 in the village of New Dover, which are a part of the Second tract. Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N° 5135.

Beginning at a stake 33 feet from the center of the main track of the C. C. C. & St. L. R. R. on the northerly side and 37 feet S. 7° E. from the southerly corner of lot N° 4 in the village of Dover: thence from the beginning corner N. 7° E. 75 <sup>1</sup>/<sub>2</sub> poles to a stone (with a oak and an ash) north-east corner of John F. M<sup>r</sup>'s land in the north line of said Survey N° 5135: thence with said line north 85° E. 87 <sup>1</sup>/<sub>2</sub> poles to a stone north-west corner of J. & N. P. Thompson's land: thence S. 7° E. 30 poles to a stone corner to said land in the north line of the J. H. Griffith lot: thence S. 58° E. 13 <sup>1</sup>/<sub>2</sub> poles to a post: thence S. 11° E. 16 <sup>1</sup>/<sub>2</sub> poles to a stake in the center of the Marysville and Delaware gravel road: thence S. 56° E. 15' N. 25 <sup>1</sup>/<sub>2</sub> poles to a stake 33 feet from the center of said railroad track: thence S. 75° E. 57 <sup>1</sup>/<sub>2</sub> poles to the beginning containing 35 acres more or less which includes lots 1, 2, 3, & 4 in the village of Dover, and said premises are subject to all roads, streets and alleys in said village, which are included in the above description. Appraised at \$70<sup>00</sup> per acre amounting to \$2450<sup>00</sup>.

Part of the Fifth and Eighth Tracts. Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N° 5135 and 4065, described as follows:

Beginning at a stone in the center of the north road and 33 feet from the center of the main track of the C. C. C. & St. L. R. R. on the southerly side thereof: thence parallel with said railroad track and 33 feet therefrom N. 74° 30' E. 76 <sup>1</sup>/<sub>2</sub> poles to a stake corner to J. and N. P. Thompson's land: thence S. 22° E. 34 <sup>1</sup>/<sub>2</sub> poles to a stake: thence N. 72° E. 16 poles to a stake and tile south-east corner to said J. and N. P. Thompson's land in the east line of said Survey N° 5135: thence with said line S. 7° E. 25 <sup>1</sup>/<sub>2</sub> poles to a stone south-west corner to Jacob Edelblute's land: thence with the south line of said land N. 82° 30' E. 57 <sup>1</sup>/<sub>2</sub> poles to a stone: thence S. 7° 30' E. 59 poles to a stone: thence S. 84° 30' E. 157 <sup>1</sup>/<sub>2</sub> poles to a stone in the center of said north road: thence with the center of said road N. 8° E. 97 <sup>1</sup>/<sub>2</sub> poles to the place of beginning containing 83 acres more or less, after excluding the old School lot four poles wide by 5 <sup>1</sup>/<sub>2</sub> poles long, and containing 20 <sup>1</sup>/<sub>2</sub> square poles and including lots N° 5, 6, 7 & 8 in Dover and subject to streets and alleys.

Appraised at \$51<sup>00</sup> per acre and amounting to \$4233<sup>00</sup>.

Part of the Fifth & Eighth Tracts: Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 and N<sup>o</sup> 4065, and described as follows, to wit:

Beginning at a stone in the center of the north road and in the north line of Nelson S Thompson's land: thence with said line N. 76° E. 98<sup>00</sup>/<sub>100</sub> poles to a stone corner to said land in the east line of said Survey N<sup>o</sup> 5135: thence with said line S. 7° E. 8<sup>00</sup>/<sub>100</sub> poles to a stone another corner to said Nelson P. Thompson's land: thence with another line of said land N. 82° 30' E. 58 poles to a stone: thence N. 7° 30' W. 88<sup>00</sup>/<sub>100</sub> poles to a stone: thence S. 74° 30' W. 157<sup>00</sup>/<sub>100</sub> poles to a stone in the center of said north road: thence with the center of said road S. 8° E. 80 poles to the beginning containing 82 acres more or less.

Appraised at \$40<sup>00</sup> per acre amounting to \$3280<sup>00</sup>

Part of the Eighth Tract: Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 4065, described as follows:

Beginning at a stone in the center of the Dover and County Line gravel road and north-west corner to George M. Gambles' land: thence with the west line of said land S. 7° 30' E. 147<sup>00</sup>/<sub>100</sub> poles to a stake and two tiles south-west corner to said land, and in the north line of Nelson P. Thompson's land: thence with said line S. 82° 30' W. 57<sup>00</sup>/<sub>100</sub> poles to a stone: thence N. 7° 30' W. 147<sup>00</sup>/<sub>100</sub> poles to a stone in the south line of Jack C. Delbut's land: thence N. 82° 30' E. 57<sup>00</sup>/<sub>100</sub> poles to the beginning containing 52<sup>00</sup>/<sub>100</sub> more or less.

Appraised at \$40<sup>00</sup> per acre amounting to \$2104<sup>00</sup>

The Seventh Tract: Title in James Thompson.

Situate in Millcreek Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 3956 described as follows:

Beginning at a stake in the center of Millcreek and in the east line of said Survey N<sup>o</sup> 3956: thence with said line N. 10° W. 225 poles to a stone in the center of the Clinton road: thence westerly with the center of said road 105 poles to a stone in the west line of lot N<sup>o</sup> 3 of the subdivision of said Survey: thence with said line S. 10° E. 220 poles to the corner of said lot N<sup>o</sup> 3 in the center of Millcreek: thence down the center of said creek with the meanders thereof about 125 poles to the beginning containing 148<sup>00</sup>/<sub>100</sub> acres more or less.

Appraised at \$60<sup>00</sup> per acre, amounting to \$8950<sup>00</sup>

The Fourth Tract: Title in James Thompson.

Situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 3956, described as follows:

Beginning at a stone in the center of the Clinton road and in the line dividing lot N<sup>o</sup> 3 & 6 of the subdivision of said Survey: thence westerly with the center of said road to a stone south-west corner to William J. McCrary's land and in the east line of Chark Lows land: thence with said line 10° E. to the center of Millcreek: thence down the center of said creek with the meanders thereof to the corner of said lot N<sup>o</sup> 3: thence with the west line of said lot N. 10° W. 220 poles to the beginning containing 66 acres more or less. Appraised

Sheriff's Return

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at \$42.<sup>00</sup> per acre, amounting to \$2772.<sup>00</sup>.

A part of the property in New Dover, Title in James Thompson. Premises situate in New Dover, Union County, Ohio, and being the east half of lot N<sup>o</sup> 45, all of lot N<sup>o</sup> 46 and the west half of lot N<sup>o</sup> 38 conveyed by David Stuler to James Thompson on the -- day of 18-- and being 32 feet on -- Street and also including that part of the east half of said lot N<sup>o</sup> 38 described as follows:

Beginning at the southerly end of lot N<sup>o</sup> 38 and in the northerly line of the C. C. & St. L. R. R. Co; thence northerly with the division line 25 feet; thence easterly parallel with the main track of said railroad 20 feet; thence southerly parallel with said middle line 25 feet to the said railroad line; thence westerly with said line to the beginning, and to include all that part of said Warehouse upon the lands of said railroad and the rights and privileges connected therewith and also to include the corn shelter and elevating machinery.

Appraised value (of the whole property) \$600.<sup>00</sup>

Lot N<sup>o</sup> 36. Title in James Thompson.

All of lot N<sup>o</sup> 36 in the village of New Dover, except 27 feet front and extending back the same width on the east side of said lot.

Appraised value with shop \$60.<sup>00</sup>

Title in James Thompson: All that part of the east half of lot N<sup>o</sup> 38 in the village of Dover not included in the Warehouse property.

Appraised value with store buildings \$450.<sup>00</sup>

Appraised free Dover Estate of Elizabeth Thompson; 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 8<sup>th</sup> day of July 1891.  
(Seal) R. M. Crou, Clerk.

And on the 22<sup>nd</sup> day of August, 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows to wit:

Sheriff's Return

Service	1 00
Mileage	2 40
Notice to Otr.	2 50
Copy to Otr.	2 50
Foundage	63 19
Return	1 00
Feed (12)	24 00
Record of Mortgage	15 00
Acknowledge Deeds	3 00
Making Feed on Order of Sale	2 00
Recording 3 old Deeds	3 00
Total	\$78 59

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 22<sup>nd</sup> day of August A. D. 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 thereupon the several parcels of land were sold to the following named persons, Marion A. Stuler 14<sup>00</sup> acres at \$60.<sup>00</sup> per acre, N. C. Thompson 143<sup>7</sup>/<sub>8</sub> acres at \$46.<sup>00</sup> per acre; N. C. Thompson 183<sup>26</sup>/<sub>100</sub> acres at \$33.<sup>33</sup>

v. This and nd describ. ad and h said east line is to a thence one; thence to a stone said road or less. his, and vs: County miles 7<sup>00</sup>/<sub>100</sub> poles and in aid line is a stone 8.57<sup>00</sup>/<sub>100</sub> poles and part the east 5 poles of with of lot N<sup>o</sup> 8.40 - E. 220 h: thence about 125 part of d and Survey: h-west of Chark creek: re of to the N. 10 N. Appraised

James Thompson 72 acres at \$34<sup>50</sup> per acre; M. H. Gamble Jr. 52 acres at \$29<sup>25</sup>; Walter B. Dullington east half of lot 70<sup>38</sup> including Warehouse at \$140<sup>00</sup>; N. C. Thompson lot 70<sup>36</sup> in Dover at \$70<sup>00</sup>; John Hersh east half of lot 70<sup>32</sup> not included in Warehouse property at \$451<sup>00</sup>; N. C. Thompson 4<sup>5</sup> acres at \$40<sup>00</sup> per acre; Josephine M. Thompson 66 acres at \$29<sup>00</sup> per acre; Josephine M. Thompson 33 acres at \$55<sup>00</sup> per acre; M. H. Bell one and one half acres at \$50<sup>00</sup> per acre.

The tract of 148 acres and 73 acres were not sold for want of bidders.  
Thomas Martin, Sheriff, Union County, Ohio.

Book of Mary L. Rogers  
Publication

Sheriff's Sale  
On Order of Sale in Partition

N. W. Sheriff and al Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday August 15<sup>th</sup>, 1891, at or about the hour of one o'clock P. M. on said day the following described real estate, to-wit:-

The Twelfth Tract: Owned as tenants in common by James and Nelson Thompson.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 described as follows:

Beginning at a Stone in the center of the Marysville and Delaware gravel road and north-east corner of David Shuler's mill lot South 7<sup>o</sup> east 22 poles to a stone corner of said lot: thence with the south line of said lot south 81<sup>o</sup> 30' west 20 poles to the south west corner of said lot in the center of Millcreek: thence down the center of Millcreek south 20<sup>o</sup> 30' east 14<sup>50</sup>/<sub>100</sub> poles and south 44<sup>o</sup> east 8<sup>50</sup>/<sub>100</sub> poles to corner of James Thompson's land: thence with the north line of said land north 85<sup>o</sup> east 56<sup>50</sup>/<sub>100</sub> poles to a stone south-east corner of a lot of same conveyed by James H. Whitcraft to James and Nelson C. Thompson October 5<sup>th</sup>, 1885; thence south 45<sup>o</sup> east 36 poles to a post in the north line of C. C. C. & St. L. Railroad south-west corner of a lot of land containing two acres conveyed by James Thompson to James H. Whitcraft October 5<sup>th</sup>, 1885; thence north 4<sup>o</sup> 30' west 1<sup>00</sup>/<sub>100</sub> poles to a stake: thence with the north line of said railroad north 74<sup>o</sup> 30' east 5 poles to a post south-west corner of Marion A. Shuler's land: thence with a line of said land north 45<sup>o</sup> west 42<sup>70</sup>/<sub>100</sub> poles to a post: thence with another line of said land north 2<sup>o</sup> 45' east (passing a stone on the margin of said road) 27<sup>50</sup>/<sub>100</sub> poles to a stake north-west corner of said Marion A. Shuler's land in the center of said Marysville and Delaware gravel road: thence with the center of said gravel road north 84<sup>o</sup> west 53<sup>70</sup>/<sub>100</sub> poles to the beginning containing fourteen and seventy-one hundredth (14<sup>70</sup>/<sub>100</sub>) acres more or less.

The whole tract appraised at \$55<sup>00</sup> per acre, and the undivided one-half interest of James Thompson therein is appraised at \$27<sup>33</sup> per acre amounting to \$404<sup>25</sup>.

Part of the Fifth Tract: Title in James Thompson.

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part of Virginia Military Survey N<sup>o</sup> 5135 and described as follows:  
 Beginning at a stone in the center of the North road and 33 feet from the center of the main track of the C. C. and St. L. Railroad on the south side; thence parallel with said railroad track and 33 feet therefrom south  $74^{\circ} 34'$  west 232 poles to the center of Millcreek; thence down the center of said creek and with the meanders thereof to the north-west corner of Nelson P. Thompson's land; thence with the north line of said land north  $86^{\circ}$  east 64 poles to a stone, the center of said North road; thence with the center of said road north  $8^{\circ}$  west  $177^{\frac{5}{8}}$  to the beginning containing  $143^{\frac{7}{8}}$  acres, more or less.  
 Appraised at \$73<sup>00</sup> per acre and amounting to \$6181.<sup>25</sup>

The Ninth Tract: Title in James Thompson, and Nelson P. Thompson as tenants in common.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5504 described as follows:

Beginning at a stone in the north-east corner of said Survey N<sup>o</sup> 5504; thence with the east line of said Survey south  $8^{\circ}$  east  $355^{\frac{3}{8}}$  poles to a stone north-east corner to said Survey N<sup>o</sup> 5135; thence with the north line of said Survey south  $55^{\circ}$  west  $83^{\frac{1}{2}}$  poles to stone north  $8^{\circ}$  west  $356^{\frac{7}{8}}$  poles to a stone in the center of the Waldo road and in the north line of said Survey N<sup>o</sup> 5504; thence with said line north  $56^{\circ}$  east  $83^{\frac{3}{8}}$  poles to the beginning containing  $184^{\frac{5}{8}}$  acres more or less. Excepting therefrom one acre used for the Mount Hermon cemetery leaving  $183^{\frac{5}{8}}$  acres.

The whole tract is appraised at \$45.<sup>00</sup> per acre and the undivided one-half interest of James Thompson therein is appraised at \$22.<sup>50</sup> per acre amounting to \$4136.<sup>85</sup>

The Tenth Tract: Title in James and Nelson P. Thompson as tenants in common.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 described as follows:

Beginning at a stone at the north-east corner of said Survey N<sup>o</sup> 5135; thence with the east line of said Survey south  $7^{\circ}$  east  $26^{\frac{1}{2}}$  poles to a stake north-east corner to the J. W. Griffith lot; thence with the north line of said lot south  $57^{\circ}$  west  $9^{\frac{1}{2}}$  poles to a stone; thence north  $9^{\circ}$  west  $36^{\frac{5}{8}}$  poles to a stone in the north line of said Survey N<sup>o</sup> 5135; thence with the said line north  $85^{\circ}$  east  $9^{\frac{1}{2}}$  poles to the beginning containing  $1^{\frac{5}{8}}$  acres more or less.

The whole tract is appraised at \$56.<sup>00</sup> per acre, and the undivided one-half interest of James Thompson therein is appraised at \$28.<sup>00</sup> per acre amounting to \$42.<sup>00</sup>

The Eleventh Tract: Title in James and Nelson P. Thompson as tenants in common.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 described as follows:

Beginning at a stone in the east line of said Survey N<sup>o</sup> 5135

and 33 feet from the center of the main track of the C. C. C. & St. L. Railroad on the northerly side: thence parallel with said railroad track and 33 feet therefrom south  $74^{\circ} 30'$  west  $24^{\frac{1}{2}}\%$  poles to a stake; thence south  $22^{\circ}$  east  $34^{\frac{1}{2}}\%$  poles to a stake; thence north  $72^{\circ}$  east 16 poles to a stake and tile in the east line of said Survey N<sup>o</sup> 5135; thence with said line north  $7^{\circ}$  west  $33^{\frac{1}{2}}\%$  poles to the beginning, containing  $4^{\frac{1}{2}}\%$  acres more or less.

The whole tract appraised at \$40<sup>00</sup> per acre, and the undivided one-half interest of James Thompson therein is appraised at \$20<sup>00</sup> per acre amounting to \$84<sup>00</sup>.

The Sixth Tract: And lots N<sup>o</sup> 1, 2, 3 & 4 in the village of New Dover, which are a part of the Second tract. Title in James Thompson. Premises situate in Dover Township, Union County, Ohio and part of Virginia Military Survey N<sup>o</sup> 5135.

Beginning at a stake 33 feet from the center of the main track of the C. C. C. & St. L. railroad on the northerly side and 37 feet south  $7^{\circ}$  east from the southernmost corner of Lot N<sup>o</sup> 4 in the village of Dover. thence from the beginning corner north  $7^{\circ}$  west  $75^{\frac{1}{2}}\%$  poles to a stone (witness an oak and an ash) north-east corner of John F. M<sup>o</sup> Rea's land in the north line of said Survey N<sup>o</sup> 5135; thence with said line north  $75^{\circ}$  east  $27^{\frac{1}{2}}\%$  poles to a stone north-west corner of J. & N. O. Thompson's land; thence south  $9^{\circ}$  east 30 poles to a stone corner to said land in the north line of the J. H. Griffith lot; thence south  $58^{\circ}$  west  $13^{\frac{1}{2}}\%$  poles to a post; thence south  $11^{\circ}$  east  $16^{\frac{1}{2}}\%$  poles to a stake in the center of the Marysville and Delaware gravel road; thence south  $56^{\circ}$  west  $25^{\frac{1}{2}}\%$  poles to a stake 33 feet from the center of said railroad track; thence south  $75^{\circ}$  west  $57^{\frac{1}{2}}\%$  poles to the beginning, containing 35 acres more or less, which includes lots 1, 2, 3 & 4 in the village of Dover, and said premises are subject to all roads, streets and alleys in said village which are included in the above description.

Appraised at \$70<sup>00</sup> per acre amounting to \$2450<sup>00</sup>.

Part of the Fifth and Eighth Tracts: Title in James Thompson. Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 and 4065 described as follows:

Beginning at a stone in the center of the north road and 33 feet from the center of the main track of the C. C. C. & St. L. Railroad on the southerly side thereof; thence parallel with said railroad track and 33 feet therefrom, north  $74^{\circ} 30'$  east  $76^{\frac{1}{2}}\%$  poles to a stake corner to J. and N. O. Thompson's land; thence south  $22^{\circ}$  east  $34^{\frac{1}{2}}\%$  poles to a stake; thence north  $72^{\circ}$  east 16 poles to a stake and tile south-east corner to said J. and N. O. Thompson's land in the east line of said Survey N<sup>o</sup> 5135; thence with said line south  $7^{\circ}$  east  $25^{\frac{1}{2}}\%$  poles to a stone south-west corner to Jacob Ledelblute's land; thence with the south

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line of said land north  $82^{\circ} 30'$  east  $57^{\frac{2}{100}}$  poles to a stone: thence south  $7^{\circ} 30'$  east  $59$  poles to a stone: thence south  $84^{\circ} 30'$  west  $157^{\frac{4}{100}}$  poles to a stone in the center of said North road: thence with the center of said road north  $8^{\circ}$  west  $97^{\frac{4}{100}}$  poles to the place of beginning containing 83 acres more or less after excluding the old School lot four poles wide by  $5^{\frac{2}{100}}$  poles long and containing  $20^{\frac{3}{100}}$  square poles and including lots N<sup>o</sup> 5, 6, 7, and 8 in Dover and subject to streets and alleys.

Appraised at  $\$50^{\circ}$  per acre and amounting to  $\$4,233^{\circ}$

Part of the Fifth and Eighth Tracts, continued. Title in James Thompson. Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 and N<sup>o</sup> 4065 and described as follows, to-wit:

Beginning at a stone in the center of the North road and in the north line of Nelson P. Thompson's land: thence with said line north  $86^{\circ}$  east  $75^{\frac{6}{100}}$  poles to a stone corner to said land in the east line of said Survey N<sup>o</sup> 5135: thence with said line south  $7^{\circ}$  east  $8^{\frac{2}{100}}$  poles to a stone, another corner to said Nelson P. Thompson's land: thence with another line of said land north  $22^{\circ} 30'$  east  $58$  poles to a stone: thence north  $7^{\circ} 30'$  west  $157^{\frac{2}{100}}$  poles to a stone in the center of said north road: thence with the center of said road south  $8^{\circ}$  east  $80$  poles to the beginning containing 82 acres more or less.

Appraised at  $\$40^{\circ}$  per acre amounting to  $\$3,280^{\circ}$

Part of the Eighth Tract: Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 4065 described as follows:

Beginning at a stone in the center of the Dover and County line gravel road and north-west corner to George M. Gambles' land: thence with the west line of said land south  $7^{\circ} 30'$  east  $147^{\frac{4}{100}}$  poles to a stake and two tiles south-west corner to said land and in the north line of Nelson P. Thompson's land: thence with said line south  $82^{\circ} 30'$  west  $57^{\frac{2}{100}}$  poles to a stone; thence north  $7^{\circ} 30'$  west  $147^{\frac{4}{100}}$  poles to a stone in the south line of Jack Edelblute's land: thence north  $82^{\circ} 30'$  east  $57^{\frac{2}{100}}$  poles to the beginning containing  $52^{\frac{4}{100}}$  acres more or less.

Appraised at  $\$40^{\circ}$  per acre, amounting to  $\$2,104^{\circ}$

The Seventh Tract: Title in James Thompson.

Situate in Millcreek Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 3956 described as follows:

Beginning at a stake in the center of Millcreek and in the east line of said Survey N<sup>o</sup> 3956: thence with said line north  $10$  west  $225$  poles to a stone in the center of the Barton road: thence westerly with the center of said road  $105$  poles to a stone in the west line of lot N<sup>o</sup> 3 of the subdivision of said Survey: thence with said line south  $10^{\circ}$  east  $220$  poles to

the corner of said lot n<sup>o</sup> 3 in the center of Millcreek: thence down the center of said creek with the meanders thereof about 128 poles to the beginning containing 148 <sup>7</sup>/<sub>10</sub> poles more or less.

Appraised at \$40<sup>00</sup> per acre amounting to \$5950.<sup>00</sup>

The Fourth Tract: Title in James Thompson.

Situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey n<sup>o</sup> 3956, described as follows:

Beginning at a stone in the center of the Hinton road and in the line dividing lots n<sup>o</sup> 3 and 6 of the subdivision of said Survey; thence westerly with the center of said road to a stone south west corner to William J. Mierau's land and in the east line of Charles Lewis land; thence with said line 10<sup>0</sup> east to the center of Millcreek; thence down the center of said creek with the meanders thereof to the corner of said lot n<sup>o</sup> 3; thence with the west line of said lot n<sup>o</sup> 10 west 220 poles to the beginning containing 66 acres more or less.

Appraised at \$42<sup>00</sup> per acre amounting to \$2772.<sup>00</sup>

A part of the Property in New Dover. Title in James Thompson.

Premises situate in New Dover, Union County, Ohio, and being the east half of lot n<sup>o</sup> 45 all of lot n<sup>o</sup> 46 and the west half of lot n<sup>o</sup> 38 conveyed by David Shuler to James Thompson on the day of -- 18 -- and being 32 feet on -- street, and also including that part of the east half of said lot n<sup>o</sup> 38 described as follows:

Beginning at the southerly end of lot n<sup>o</sup> 38 and in the northerly line of the C. C. & St. L. Railroad Company; thence northerly with the division line 25 feet; thence easterly parallel with the main track of said railroad 20 feet; thence southerly parallel with said middle line 25 feet to the said railroad line; thence westerly with said line to the beginning and to include all that part of said Warehouse upon the lands of said railroad and the rights and privileges connected therewith and also to include the corn sheller and elevating machinery.

Appraised value (of the whole property) \$600.<sup>00</sup>

Lot number thirty-six: Title in James Thompson.

All of lot n<sup>o</sup> 36 in the village of New Dover, except 27 feet front and extending back the same width on the east side of said lot.

Appraised value, with shop \$60.<sup>00</sup>

Lot number thirty-eight: Title in James Thompson.

All that part of the east half of lot n<sup>o</sup> 38 in the village of Dover not included in the Warehouse property.

Appraised value with store building \$450.<sup>00</sup>

Terms of Sale -- One-third of the purchase price cash in hand; one third in one year, and one-third in two years from date of sale. Deferred payments to bear interest and secured by mortgage on premises sold.

Filed August 15<sup>th</sup>, 1891.

Thomas Martin, Sheriff,  
Union County, Ohio.

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Answer  
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Petition  
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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 5 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with July 15<sup>th</sup>, 1891.

H. C. Shearer.

Sworn to and subscribed before me this 15<sup>th</sup> day of August 1891.

(Seal)

R. M. Crory, Clerk.

Afterward, on the 7<sup>th</sup> day of August, 1891, an Answer & Cross Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff

vs.

Robert W. Thompson  
et al. Defendant

Court of Common Pleas,  
Union County, Ohio.

Answer  
By Cross  
Petition  
of  
W. C.  
Fullington  
et al.

5773

Walter C. Fullington by leave of the Court files his answer and cross-petition in this case, and says that at the November Term of the Court of Common Pleas, within and for said County of Union in the year 1889, to wit: on the 3<sup>rd</sup> day of December 1889, he obtained a judgment against said Mary L. Rogers and her husband W. S. Rogers for the sum two thousand and eighty-four and <sup>45</sup>/<sub>100</sub> dollars (\$2084.<sup>45</sup>) with interest at 8 per cent. from said December 3<sup>rd</sup>, 1889.

That said judgment became, and was a lien upon all the interest, estate and share of the said Mary L. Rogers in all the real estate described in her said petition for partition, and now sought to be sold in said case by order of this Court.

That the said Mary L. Rogers paid on said judgment as follows: "January 14<sup>th</sup>, 1890, \$697.<sup>00</sup>"; February 27<sup>th</sup>, 1890 \$240.<sup>00</sup>."

That there is still due and unpaid from said Mary L. Rogers to this answering defendant on said judgment the sum of eleven hundred and seventy-nine and <sup>90</sup>/<sub>100</sub> dollars (\$1179.<sup>90</sup>) with interest on the same at 8 per cent. from the 27<sup>th</sup> day of February 1890 and said judgment to and in said amount is in full force and effect.

Said Walter C. Fullington therefore asks that the amount still due with the interest on said judgment be paid to him out of the proceeds of the sale of said premises, going to, and belonging to said Mary L. Rogers as her share of the said proceeds and for other proper relief.

Porter & Porter,

Attorneys for W. C. Fullington.

W. C. Fullington being sworn makes oath that the facts stated in the foregoing answer and cross-petition are true as he believes.

Walter C. Fullington.

Sworn to by Walter C. Fullington before me, and signed by him in my presence this 8<sup>th</sup> day of August 1891.

F. A. Thompson, Notary Public  
Union County, Ohio.

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Afterward, on the 25<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of Court, to-wit:

5973

Mary L. Rogers

vs.

Journal 15, Page 566.

Robert W. Thompson et al

This day Walter C. Fullington asked and obtained leave to file an answer and cross-petition in this case and enter his appearance as party defendant therein, which answer and cross-petition has already been filed, and said appearance entered.

Entry

5973

Afterward, on the 26<sup>th</sup> day of August 1891, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Mary L. Rogers,

vs.

Journal 16, Page 8.

Robert W. Thompson et al

This day came Walter C. Fullington (the said Mary L. Rogers failing to answer, reply or demur to the answer and cross-petition of the said Walter C. Fullington) and the Court being fully advised in the premises do find that the said Mary L. Rogers is indebted to said Walter C. Fullington as a balance upon a judgment obtained against said Mary L. Rogers and her husband W. E. Rogers on the 3<sup>rd</sup> day of December 1889, and that said judgment become, and was a lien upon her undivided interest in the real estate described in her petition in the above entitled case from said date December 3<sup>rd</sup>, 1889.

And that said balance yet due and unpaid upon said judgment is eleven hundred and seventy-nine and <sup>20</sup>/<sub>100</sub> dollars (\$1179.<sup>20</sup>/<sub>100</sub>) with interest to be computed on the same at 8 per cent. from the 27<sup>th</sup> day of February 1890.

It is therefore ordered and adjudged by the Court that out of the interest and share of said Mary L. Rogers of the proceeds of the sales of the real estate made in this case, the amount so remaining due and unpaid upon said judgment with said interest, computed, be first paid according to its said priority before distribution or payment be made to her from said proceeds of said sales.

Answer

of Cross

Petition

of

Josephine

Thompson

Afterward, on the 14<sup>th</sup> day of August, 1891, an Answer & Cross Petition was filed with the Clerk of said Court, to-wit:

Mary L. Rogers, Plaintiff

vs.

Court of Common Pleas,  
Union County, Ohio.

Robert W. Thompson et al.

Defendants

Now comes Josephine Thompson who says that she is the wife of the said defendant Robert W. Thompson and was and had been for many years before the commencement of this suit and death of James Thompson. That she has an inchoate right of dower in the undivided interest of her husband in the lands described in the petition in this case the wife of said Robert W. Thompson became seized of and which she has never relinquished or been barred of and that she be made a party to the action and that the land

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be sold free from her dower and that her inchoate right of dower be computed and the value thereof be paid to her in money and for all other and further relief to which she is entitled in law and equity.

Cole & Bales.

Attorneys for Cross Complainant.

State of Ohio,  
Union County ss:

Josephine Thompson being first duly sworn says that she is the cross-complainant in the foregoing cross-petition and that the facts therein set forth and allegations made are true as she verily believes.

Josephine Thompson

Subscribed and sworn to by Josephine Thompson this 14<sup>th</sup> day of August, 1891.

D. Piper, Probate Judge.

Afterward, on the 26<sup>th</sup> day of August, 1891, a Demurrer was filed with the Clerk of said Court, to wit:

Mary L. Rogers

vs.

Robert W. Thompson et al

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

This plaintiff demurs to the answer and cross-petition of Josephine M. Thompson because it does not contain facts sufficient to entitle her to the relief demanded.

J. L. Cameron, Attorney for Plaintiff.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of said Court.

Mary L. Rogers,

vs.

Robert W. Thompson et al

Journal 16, Page 23.

This day came this cause on to be heard upon the demurrer of plaintiff to the answer and cross-petition of Josephine Thompson and the same was argued by council and submitted. On consideration whereof the Court being fully advised in the premises sustains said demurrer.

Afterward, on the 24<sup>th</sup> day of August, 1891, the following Answer was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff

vs.

Robert W. Thompson et al

Court of Common Pleas,  
Union County, Ohio.

Defendants

G. C. Thompson for his separate answer herein says that on or about September or October 1888 he had a contract in writing and verbally with his father James Thompson deceased for lot N<sup>o</sup> 37 of New Dover as described in plaintiff's petition whereby said James Thompson was to deed said G. C. Thompson said lot N<sup>o</sup> 37 and that he took possession of said lot at or about said time under and by reason of said contract and has ever since said date held possession of said lot and now holds possession of the same.

That said James Thompson on or about said date built a house on said lot and that said George Thompson furnished a plat for same and paid large sum of money to help build

said house. That by the terms of said contract said James Thompson was to deed to said G. E. Thompson said lot n<sup>o</sup> 37. That the said James Thompson was to deed said G. E. Thompson said lot as a part of the consideration for said G. E. Thompson leaving a position with the railroad company at Wilmington Ohio, and coming to New Dover and assisting him in his business at New Dover. Wherefore said G. E. Thompson prays that there may be an order of this Court that the said heirs of the said James Thompson deceased and named in the petition herein as plaintiffs defendant, may deed to this said G. E. Thompson by quit-claim deed said lot n<sup>o</sup> 37 within 30 days and that in failure to do so that the order herein shall operate as such deed.

State of Ohio, Ayers & Hoopes, Attorneys.  
Union County ss:

G. E. Thompson being sworn says the facts in the foregoing answer are true.

G. E. Thompson.

Sworn to and subscribed in my presence this 24<sup>th</sup> day of August 1891.

(Seal) R. M<sup>c</sup>Crory, Clerk of Court.

Reply to  
Answer  
of  
G. E. Thompson

Afterward on the 26<sup>th</sup> day of August, 1891, a Reply was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Claimant  
vs.  
Robert W. Thompson  
et al. Defendant

Court of Common Pleas,  
Union County, Ohio.

Now comes the said plaintiff and for reply to the answer of George E. Thompson says: That she denies each and every allegation and averment therein contained.

Second: For a second defense to said answer the plaintiff says: That after the death of said James Thompson said G. E. Thompson presented an account against his estate for the sum of \$1369<sup>21</sup> and that said account was adjusted by the Administrators of said estate and all matters between them were then settled.

The plaintiff says that if said George E. Thompson ever had any claim on said property it was adjusted and settled in the settlement of said account and was then abandoned waived.

Third: The matters set up in defendants said answer are within the statute of frauds not being in writing and are therefore void.

Plaintiff prays for an order of partition of said estate as she has already prayed and for amendment to her petition.

J. L. Cameron and  
Robinson & Woodburn, Attorneys for Pltff.

The State of Ohio  
Union County ss

Mary L. Rogers being sworn says that the facts stated in the foregoing reply are true as she verily believes.

Mary L. Rogers.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891. (Seal) R. M<sup>c</sup>Crory, Clerk of Court.

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Afterward, on the 26<sup>th</sup> day of August, 1891 the following Entry was made on the Journal by the Clerk of said Court, to wit:  
Mary L. Rogers,  
vs.  
Robert W. Thompson et al  
Journal 16, Page 23.

This day came this cause on to be heard upon the petition and answer and cross-petition of George E. Thompson and reply of plaintiff and the evidence. On consideration whereof the Court being fully advised in the premises find in favor of the said plaintiff and against the said George E. Thompson upon the issues joined in said answer and cross-petition, petition and reply, and that the plaintiff is entitled to have said lands partitioned and sold as prayed for. And it appearing that before said answer and cross-petition was filed said lot No. 37 had been included in the order of partition heretofore issued, and that it had been appraised and the appraisement confirmed.

It is ordered that the said lot No. 37 be advertised and sold the same as the other lands, and that an order for that purpose issue to the Sheriff of said County and that said lot be sold free from the dower of Elizabeth Thompson and that the proceeds of said sale be brought into Court for further order.

And the said George E. Thompson gave notice of his intention to appeal the finding against him and the Court fix the bond for appeal at \$200.<sup>00</sup>

Entry  
5973

Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:  
Mary L. Rogers  
vs.  
Robert W. Thompson et al  
Journal 16, Page 21.

On motion to the Court, and it appearing from evidence offered that heretofore, in a suit by James Thompson against A. R. Bowen there was a sale made of the lands herein described, and that said James Thompson became the purchaser thereof, and that afterward, on the 11<sup>th</sup> day of May 1859, the said sale was confirmed by the Court and the said Sheriff Abraham Wiley ordered to make a deed for said lands to the said James Thompson which appears in the record of said case on Record Book No. 8 being on page 333, and it further appearing from the evidence that said James Thompson paid in full the purchase money and went into possession of said lands; but that no deed was in fact made to him by said Sheriff, and that the term of office of the said Abraham Wiley has long since expired; and it further appearing from the evidence that the said James Thompson has also deceased, and that the said lands have been sold at partition sale, brought by the heirs of said James Thompson, and that - - - - is the purchaser at said sale and that he has paid and secured to be paid the purchase money for said lands. It is ordered by the Court that Thomas Martin the

present Sheriff convey to the said - - - said lands by deed duly executed, and that the Clerk of this Court duly certify the facts herein found, so that the Sheriff may - - executed said deed, said lands are described as follows:

Situate in the County of Union and State of Ohio, and being part of Survey N<sup>o</sup> 5135. Beginning at a stone in the N. line of the Springfield, Mt. Vernon <sup>and</sup> Pittsburg Railroad; thence with the line of said Railroad S. 70° - N. 74 1/2° poles to a stone; thence N. 10° - N. 75° poles to a stone; thence N. 80° - E. 90° poles to a stone corner to J. Griffith's land; thence with said Griffith's land S. 10° - E. 31 1/2° poles to a stone; thence S. 10 1/2° - E. 16° poles to a stone; thence S. 50 1/2° - N. 8° poles to a stake; thence S. 20 1/2° - E. 4° poles to the beginning containing 34 acres more or less.

Entry

5973

Afterward, on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers,

vs.

Robert W. Thompson et al

Journal 16, Page 21.

On motion to the Court by the plaintiff, and upon producing to the Court the return of the Sheriff of his proceedings and sales under the former order hereof, and the same having been examined by the Court and found in all respects in conformity to law the said proceedings and sale are hereby approved and confirmed. And the Sheriff is ordered by deed duly executed to convey to the several purchasers the lands by them respectively bought, and that said conveyances be in fee simple free of the dower of Elizabeth Thompson.

And it appearing to the Court that all the lands in the order of sale described are not sold, and that a further order will have to be made, and that the Probate Court has certified a greater amount to be paid to the Administrators of said James Thompson than the cash payment will amount to; and that there are various creditors of the parties who have filed answers and cross-petitions, some of which claims are not yet due, and that it will be for the interest of all parties to defer the final distribution until all the lands are sold.

It is ordered that the said purchasers execute to the Sheriff, notes secured by mortgage on the lands by them bought to secure the purchase money, so far as there are deferred payments, and that said notes bear interest at 6% and be made payable in one and two years, from this date, and that said notes be held by said Sheriff in trust for the parties hereto and subject to the further order hereof, and that the Sheriff hold said notes in his official capacity.

It appearing to the Court that Nelson P. Thompson was the owner of the one half of the following tracts, exclusive of his inheritance from his father, to wit: 14.70 acres bid off by Marion A. Shuler for \$882, and 183 1/2 acres bid off by said Nelson P. Thompson

for \$6159. and 4 1/2 of amount chase on costs, and and exp notes for If waiving in lieu of said Cl the cost, Nelson P. Elizabeth the first ments; b ments to have be ing to s further o her said If have bee the adv Court ord of the w and tak ing the be paid If pay the of sale. Second: costs and Third: E as herein Fourth: may be a in certar Fifth: Th ministr for by Th As this can Approved

for \$6159.<sup>31</sup>, and  $1\frac{1}{2}$  acres bid off by Josephine M. Thompson for \$75.<sup>00</sup> and  $4\frac{1}{2}$  acres bid off by said Nelson O. Thompson for \$163.<sup>00</sup> The total amount of such sales being \$7287.<sup>31</sup>; it is ordered that the whole purchase money be charged with its just and equal proportion of the costs and expenses of this case, and that after deducting said costs and expenses, one-half of the cash payment and one-half of the notes for deferred payments be turned over to said Nelson O. Thompson.

The said Elizabeth Thompson, widow having filed her answer waiving the assignment of dower by notes and bonds and asking in lieu thereof its value in money; the Court finds the age of the said Elizabeth Thompson to be 53 years, and that after deducting the cost and expense hereof, and the said portion going to said Nelson O. Thompson; the value of the dower interest of the said Elizabeth Thompson is \$--- one-third of which is payable out of the first payments and one-third out of each of the deferred payments; but the said Elizabeth Thompson having suffered judgments to be taken against her in favor of various creditors who have become parties hereto, it is ordered that the amount coming to said Elizabeth Thompson be held by the Sheriff until the further order hereof, unless she consent that the same be paid to her said creditors in proportion to their respective claims.

The Court finds that the services of counsel in this case have been of an unusual and extraordinary nature owing to the advancements and various interests to be adjusted, and the Court orders the fees of counsel to be fixed by adding to the sum of the whole purchase money the amount of all the advancements and taking one and one-half per cent. of the total amount, making the fees of counsel thus far \$760.<sup>50</sup>, one-half of which shall be paid to J. L. Cameron and the other half to Robinson & Woodburn.

The Court orders that out of the cash payment the Sheriff pay the taxes that may be a lien on said lands at the time of sale.

Second: That he pay to the Clerk of this Court the unpaid costs and counsel fees.

Third: That he reserve the amount due Elizabeth Thompson as hereinbefore provided, until the further order hereof.

Fourth: That he pay over to Nelson O. Thompson the amount that may be due him as herein provided, being for his half interest in certain of the lands.

Fifth: That he pay the residue of the cash payment to the Administrators of James Thompson, to be applied and accounted for by them in settling the estate of said James Thompson.

As to all other matters not herein specifically provided this cause is continued.

Approved: John A. Price, Judge.

Entry 5973 Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of Court, to-wit:  
 Mary L. Rogers vs. Robert N. Thompson et al. Journal 16, Page 1.

This day came the Administrators of James Thompson deceased, and Nelson P. Thompson asked leave to file their cross-petition against the heirs John G. Thompson deceased. Whereupon on consideration of the Court leave is given to file said cross petition and the same is filed.

Cross Petition of Adminis. 5973 Afterward, on the 26<sup>th</sup> day of August, 1891, a Cross-Petition was filed with the Clerk of Court, to-wit:  
 Mary L. Rogers vs. Robert N. Thompson et al. Court of Common Pleas, Union County, Ohio.

Now comes Nelson P. Thompson and Robert N. Thompson as Administrators of the estate of James Thompson, deceased and said Nelson P. Thompson in his own right and say that the said James Thompson and said Nelson P. Thompson on or about the 20<sup>th</sup> of February 1884 endorsed for John G. Thompson a one thousand dollar note and to secure the same John G. Thompson gave them his mortgage on his property in Columbus, Ohio, to indemnify them.

That said John G. Thompson died without paying said sum or any part thereof leaving John Thompson, Howard Thompson, Fannie Thompson and Nettie Thompson married to Richardson who are defendants in this case his only children and heirs at law.

That during the life of said James Thompson a decree was taken in the Court of Common Pleas of Franklin County, Ohio, against said heirs of John G. Thompson for the sum of one thousand and dollars with six per cent. interest from February 17<sup>th</sup>, 1884, and the said property has been bid off and sold by order of said Court for \$6500. which sum the said Administrators and Nelson P. Thompson are informed and believe and aver will all be taken and applied in payment of costs and prior liens on said property so that nothing will be applied in payment of the said claim due said James Thompson and Nelson P. Thompson, said note paid by said endorsers is hereto attached.

They also aver that they are informed and believe and aver that said children and heirs of John G. Thompson deceased have no other property which can be reached to satisfy said claim except their interest in the estate of said James Thompson and they will unless ordered by this Court to offset said claim against their interest in said James Thompson's estate, deceased, the money and notes coming to them on the distribution of the proceeds of the sale of said real estate in this case mentioned and thereby render it impossible for said estate to obtain payment of said claim due from said John G. Thompson, deceased.

ask of the said job be found to what made in under the regard to of the Court The State Union Co. No. 70 allegation In 1891. note "\$1000." Six President received Bank of Bearer, \$116.85 Entry 5973 was made Mary L. Robert N. of the Ad Thompson Thompson the alleged John G. P. Thompson interest for him have the and the said loan ed by in said John G. one thousand

Therefore said Administrators and said Nelson O. Thompson ask of this Court an order applying so much of the interest of said John G. Thompson in said James Thompson's estate as may be found necessary to pay said decree and that an offset be made to that amount and if that cannot be done that an order be made in this cause and their share of said estate may be held under the order of this Court until the rights of the parties in regard to said decree may be adjusted by the parties or by the order of the Court.

Robinson & Woodburn  
Attorneys for Administrators N. O. Thompson.

The State of Ohio,  
Union County, ss:

Nelson O. Thompson being duly sworn says he believes the allegations of the foregoing cross-petition are true.

N. O. Thompson.

Sworn to before me and signed in my presence this 26<sup>th</sup> of August 1891.

(Seal) R. M. Brown, Clerk  
By W. M. Kinget, Deputy.

"\$1000." Columbus, Ohio, February 20<sup>th</sup>, 1884.  
Six months after date we promise to pay to the order of E. L. Kinman President, One thousand dollars at Citizens Savings Bank for value received with interest.

Marysville, Ohio, January 20<sup>th</sup>, 1887.  
Bank of Marysville, Pay to balance on John G. Thompson Note, or Bearer, One hundred sixteen and 55/100 dollars.

J. N. P. Thompson.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of said Court, to-wit:

Mary L. Rogers  
vs.  
Journal 16, Page 1.

Robert W. Thompson et al.  
This day came on this cause to be heard on the cross-petition of the Administrators of James Thompson deceased, and Nelson O. Thompson against John Thompson, Howard Thompson, Fannie Thompson and Nettie Richardson the heirs at law of John G. Thompson, and the Court being fully advised in the premises find the allegations of said cross-petition to be true, and that said John G. Thompson was indebted to said James Thompson and Nelson O. Thompson in the sum of one thousand dollars with six percent interest from the 20<sup>th</sup> day of February 1884 for money paid by them for him on said note as alleged and that said heirs are liable to have the said sum offset against their interest in said estate and that the same should be offset against their interest in said lands. Therefore it is considered, ordered and adjudged by the Court that out of the proceeds of the sales of the lands in said proceedings described which descends to said heirs of John G. Thompson deceased there be deducted the said sum of one thousand dollars, and said interest amounting now to the

Note

Entry

5973

whole sum of fourteen hundred and fifty dollars with interest from this date and that the same be applied in payment of said claim against them in favor of said estate and Nelson B. Thompson, and the Court hereby order said payment and offset to be made to the extent necessary out of their said share in said proceeds of said sales.

Answer  
by Cross  
Petition  
of  
Samuel  
Stevens

Afterward, on the 17<sup>th</sup> day of August, 1891, an Answer and Cross-Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers,

vs.

Robert W. Thompson et al

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

5973

Now comes Samuel Stevens and Company and for answer to the petition and by way of cross-petition says: That the said Samuel Stevens and Company is a partnership firm doing business in the State of Ohio under said firm name, and that on the 24<sup>th</sup> day of January 1891, the said George E. Thompson and Elizabeth Thompson made and delivered to said Samuel Stevens and Company their two promissory notes, one of said notes was due in six months without interest, and the other was due in twelve months with interest, and each note was drawn for the sum of two hundred and twenty-six dollars and fifty-eight cents.

The said Elizabeth Thompson signed said notes as security for the said George E. Thompson, and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in the lands and tenements in the petition described, which mortgage was on said 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and was by him recorded.

Afterward, to wit: about the 30<sup>th</sup> day of July, 1891, the first of said notes being due and unpaid, the said Samuel Stevens & Co caused a judgment to be rendered in its favor against the said George E. Thompson and Elizabeth Thompson by Jacob Edelblute a J. P. of said County, which judgment was for the sum of \$126.<sup>58</sup>

And afterwards the said Samuel Stevens and Company filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County, and said judgment thereby became a lien on the interest of both said George E. and Elizabeth Thompson in the premises described in said petition. And the said Elizabeth Thompson holds the said mortgage in trust for the said Samuel Stevens and Company in said lands; the same being a security for their said claim.

The said Samuel Stevens and Company claim a lien upon the interest of both the said George E. and Elizabeth Thompson in said lands.

Said Samuel Stevens & Company have also a judgment against George E. Thompson for \$85.<sup>27</sup> and transcript of same is filed in this Court and is a lien on said George E. Thompson in said lands.

Wherefore the said Samuel Stevens and Company ask that

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their interest may be protected and that their claim may be paid out of the money coming to the said George E. and Elizabeth Thompson, arising from the sale of said lands; that said judgment may be ordered paid forthwith and that the money for the note not due may be held for the payment thereof until the same becomes due, or present payment ordered as to the Court may seem just and for all such other and further relief as the nature of the case may require.

J. L. Cameron, Attorney for Samuel Stevens & Co.

The State of Ohio,  
Union County, ss:

J. L. Cameron being first duly sworn says, the facts stated and the allegations made in the foregoing answer and cross-petition are true as he believes. And he further says that he is the attorney for said Samuel Stevens & Company duly authorized, and that the said Samuel Stevens and Company are not residents of said County and that it is a partnership firm.

J. L. Cameron.

Sworn to before me and signed in my presence this 17<sup>th</sup> day of August, 1891.

(Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of Court, to wit:

Mary L. Rogers

vs.

Robert W. Thompson et al

Journal 16, Page 22.

This day came this cause on to be heard upon the answer and cross petition of Samuel Stevens and Company and the evidence

On consideration whereof the Court finds that the allegations in said answer and cross-petition are true, that the said notes and mortgage were executed, and said mortgage recorded as in said answer and cross-petition stated.

And the Court finds that the judgments were rendered and transcript filed as stated, and that there is due said Samuel Stevens & Company from George E. Thompson and Elizabeth Thompson upon the first judgment the sum of \$129.<sup>00</sup> and cost of suit \$3.<sup>00</sup> and the same is a lien on the interest of said George E. Thompson in said lands from January 24<sup>th</sup>, 1891, and upon the interest of said Elizabeth Thompson from August 11<sup>th</sup>, 1891, and that there is a note of \$226.<sup>58</sup> with interest from January 24<sup>th</sup>, 1891, which is a lien upon the interest of said George E. Thompson in said lands from January 24<sup>th</sup>, 1891.

And the Court further finds that there is due said Samuel Stevens and Company from George E. Thompson upon the other judgment mentioned in said answer and cross petition the sum of \$86.<sup>00</sup> and the same is a lien upon the interest of said George E. Thompson in said lands from August 11<sup>th</sup>, 1891.

It is therefore ordered by the Court that out of the proceeds

Entry

5973

of said sale the interest of George E. Thompson be subjected to the payment of all said indebtedness, and that the interest of the said Elizabeth Thompson be subjected to the payment of said sum of \$129.<sup>00</sup> and \$3.<sup>00</sup> cost of suit, and that the Sheriff pay the same out of any moneys coming to them.

Answer  
by Cross  
Petition  
of  
Ulrick Bell  
vs  
Robert W. Thompson

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer and Cross-Petition was filed with the Clerk of said Court, to wit:  
Mary L. Rogers, Plaintiff.

vs.  
Robert W. Thompson,  
Defendant

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

5973

Now comes Ulrick Bell & Company, and having been made parties by order of the Court for their answer and cross-petition say: That Ulrick Bell and Company is a partnership firm doing business in Ohio, and the name by which it is known is Ulrick Bell & Company.

Further answering this defendant says: that on the 24<sup>th</sup> day of January 1891 the said defendants George E. & Elizabeth Thompson being indebted to this defendant in the sum of \$224.<sup>25</sup> gave to this defendant their two promissory notes of that date each drawn for the sum of \$112.<sup>00</sup> one due and payable in six months without interest and the other due in one year with interest. The said note first due was not paid and on the 10<sup>th</sup> day of August 1891 this defendant recovered a judgment on the same against the defendants George E. and Elizabeth Thompson, before a Justice of the Peace of said County, for the sum of \$112.<sup>00</sup> and cost of suit amounting to \$3.<sup>00</sup> and on the 11<sup>th</sup> day of August 1891, this defendant caused a transcript of said judgment to be filed in the office of the Clerk of this Court, and the said judgment then became a lien upon the interests of the said George E. and Elizabeth Thompson in the lands and tenements described in the petition.

This defendant further says: that the said Elizabeth Thompson signed said notes as security for the said George E. Thompson, and to secure her as such security, the said George E. Thompson executed and delivered to the said Elizabeth Thompson his mortgage deed on the date of January 24<sup>th</sup>, 1891, which mortgage was conditioned that if both said notes should be paid when due then said mortgage was to be void, otherwise in full force.

On the said 24<sup>th</sup> day of January 1891, the said mortgage was left for record with the Recorder of said County of Union and the same was thereafter recorded.

Said Elizabeth Thompson holds said mortgage in trust for the payment of said notes, and in the said mortgage the said George E. Thompson conveyed to said Elizabeth Thompson his entire interest in the property in the petition described, and the said Elizabeth Thompson by said mortgage holds all the interest of the said George E. Thompson in said lands, in trust

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for the payment of this defendants claim.

Said mortgage has become absolute, no part of said judgment or costs has been paid, but there is still justly due the said Ulrich Bell and Company, from the said George E. and Elizabeth Thompson on said judgment the sum of \$112.<sup>00</sup> and the cost of suit \$3.<sup>00</sup> with interest from August 10<sup>th</sup> 1891, and the other note is wholly unpaid and the same will be due and payable on the 23<sup>rd</sup> day of January 1892, and it is secured by said mortgage.

Wherefore this defendant asks that the interest of the said George E. and Elizabeth Thompson in said lands may be subjected to the payment of said judgment, and said note not yet due, and that the interest of this defendant may be protected, and for all such relief as the nature of the case may require.

J. L. Cameron,

Attorney for Ulrich, Bell & Co., Defendants.

The State of Ohio,  
Union County ss:

J. L. Cameron being first sworn says that he is the Attorney for the said Ulrich, Bell & Co. Company, and that it is a partnership firm, and not a resident of said County, and that affiant believes the facts stated in the foregoing petition to be true.

J. L. Cameron.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891.

(Seal) R. McCrory, Clerk of Court.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of said Court.

Mary L. Rogers,

vs.  
Robert W. Thompson et al

Journal 16, Page 23.

This day came this cause on to be heard upon the answer and cross-petition of Ulrich, Bell & Co. Company, and was submitted to the Court upon the exhibits and testimony. On consideration whereof the Court being fully advised in the premises finds that the facts set forth in said answer and cross-petition are true; that the notes and mortgage therein set forth were executed and said mortgage recorded as therein stated and for the amount stated.

That the judgment was rendered and transcript filed as stated, and that the amount of said judgment at this date is \$114.<sup>00</sup> and \$3.<sup>00</sup> costs of suit all of which is a lien upon the interest of said Elizabeth Thompson from the 11<sup>th</sup> day of August 1891, and upon the interest of said George E. Thompson from the 24<sup>th</sup> day of January 1891.

And the Court finds that the amount of the said note not due, to wit: the sum of \$112.<sup>00</sup> is also a lien upon the interest of said George E. Thompson with interest from the 24<sup>th</sup> day of January 1891.

It is therefore considered by the Court that out of the money

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due to said George E. and Elizabeth Thompson there be first paid to said Ulrich Bell and Company the sum of \$114.<sup>00</sup> and three dollars costs making a sum total of \$117.<sup>00</sup> and that out of the interest of George E. Thompson there be retained a sum sufficient to pay the note not due, or as both claims bear interest the Sheriff may pay out of the interest of said George E. Thompson the amount of the note not due with interest to the day of payment.

And it is further ordered that no moneys be paid to said George E. Thompson until said claims are adjusted.

Answer  
of Admin  
to Cross  
Petition  
of  
W. C. Pullington

Afterward, on the 26<sup>th</sup> day of August, 1891, the following Answer and Cross-Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers  
vs.  
Robert W. Thompson et al.  
Court of Common Pleas  
Union County, Ohio.

5973

The Administrators of the estate of James Thompson come and by leave of the Court answer the cross-petition of W. C. Pullington setting up his judgment liens against Robert W. Thompson and say that the said two judgments were taken on notes against Robert W. Thompson as principal debtor on which said James Thompson now deceased was surety for him and one of the same said Nelson P. Thompson was co-surety with said James Thompson for said Robert W. Thompson and that before said Nelson P. Thompson signed the same the said James Thompson agreed in writing with said Nelson P. Thompson that if he the said Nelson P. Thompson would sign said note as his co-surety for Robert W. Thompson, that he the said James Thompson would see the same should be paid by him the said James Thompson and said Nelson P. Thompson should have no trouble in regard to the same. (A copy of said agreement is hereto attached.)

Therefore the whole of said claim should in equity be paid out of said Robert W. Thompson's share of said estate and if the same shall prove insufficient to satisfy said claim of said Pullington in full that said estate of James Thompson deceased be ordered to pay the said balance.

Therefore they pray for an order of the Court as equity requires.

Robinson & Woodburn,  
Attorneys for said Administrators.

The State of Ohio,  
Union County ss:

Nelson P. Thompson being duly sworn deposes and says he believes the allegations of the foregoing answer are true.

N. P. Thompson.

Sworn to before me and signed in my presence this 26<sup>th</sup> of August 1891.

(Seal) R. M. Crony, Clerk  
W. M. Winget, Deputy.

Entry on  
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Petition  
of  
W. C. Pullington

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Copy of written agreements referred to in the answer of the Administrators of James Thompson, deceased.

New Dover, Ohio, August 22<sup>nd</sup>, 1888.

This day Nelson P. Thompson signs a joint note with R. W. Thompson and myself for twenty two hundred thirty three dollars and seventy cents in favor of Bank of Marysville due six months and in case N. P. Thompson lose anything by signing the same I will make good to him.

James Thompson.

Copy of written agreement referred to in said answer on the renewal of the note referred to in the above written agreement.

Peoria, Ohio, February 20<sup>th</sup>, 1889.

I this day sign a note as security with N. P. Thompson calling for twenty two hundred thirty three and seventy cents in favor of Bank of Marysville signed by Robert W. Thompson and agree to make any loss that may accrue by signing by Robert W. --- same by N. P. Thompson and agree to make any loss that may occur by signing same by N. P. Thompson good to him, said note dated Marysville, Ohio, February 20<sup>th</sup>, 1889 for six months and renewal of note given previous for said amount.

Jas. Thompson.

Afterward, on the 26<sup>th</sup> day of August the following Entry was made on the Journal by the Clerk of Court, to wit:

Entry on Cross-Petition of Mary D. Rogers vs. W. C. Fullington

Mary D. Rogers vs. Robert W. Thompson et al

Journal 16, Page 2.

5973

This day came on this cause to be further heard on the cross-petition of W. C. Fullington against Robert W. Thompson and on the answer thereto by Nelson P. Thompson and the Administrators of the estate of James Thompson, deceased.

Whereupon the Court being fully advised in the premises do find the allegations of said cross-petition to be true and that there is due to said W. C. Fullington as surviving partner &c: from Robert W. Thompson the amount alleged in said petition to wit: on said two judgments fifty two hundred and eighty eight dollars with eight per cent. interest from January 28<sup>th</sup>, 1871 amounting to at this date to fifty four hundred and seventy two dollars which sum with \$26.<sup>00</sup> costs on said judgment which the Court finds to be a lien as alleged on the interest of said Robert W. Thompson in the lands in said proceedings described.

It is therefore considered, ordered and decreed by the Court that said Robert W. Thompson within three days pay said sums to said Fullington and in default thereof that on the confirmation of the sales of said premises that the said sums be deducted from his share and interest in said lands and be applied upon and in payment of said sums and interest at eight per cent from this date and costs and further it is found by the Court that as between James Thompson and Nelson P. Thompson who the Court find were co-sureties on the note mentioned in the answer

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of Nelson P. Thompson and the Administrators of James Thompson for Robert N. Thompson and that the said James Thompson agreed in writing with Nelson P. Thompson to guarantee said Nelson P. Thompson against loss on account of said suretyship as alleged in said answer.

Therefore it is considered ordered and adjudged by the Court that the said Administrators pay out of said estate any balance, if any exist of said sums found due said Fullington as aforesaid before said Nelson P. Thompson shall be held liable as between him and said estate.

Pracipe

Afterward, on the 26<sup>th</sup> day of September, 1891, a Pracipe was filed with the Clerk of Court, to wit:

5973

Mary L. Rogers

vs.

Robert N. Thompson et al

To the Clerk: Issue Order of Sale in this case directed to the Sheriff of Union County, include in the order lot 37 New Dover, Union County, Ohio: the 11<sup>1/2</sup> acres being part of the 5<sup>th</sup> Tract, 148<sup>1/2</sup> acres being the 7<sup>th</sup> Tract, 83 acres being part of the 5<sup>th</sup> & 8<sup>th</sup> Tracts.

J. L. Cameron, Atty.

Order of Sale and Partition

Afterward, on the 29<sup>th</sup> day of September, 1891, an Order of Sale was issued by the Clerk of said Court, to wit: The State of Ohio.

5973

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 May Term A. D. 1891 in a certain petition for partition, now pending in said Court wherein Mary L. Rogers plaintiff and Robert N. Thompson 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: All of lot N<sup>o</sup> 37 in the Village of New Dover, Union County, Ohio, title in James Thompson.

Also a part of the Fifth Tract, Title in James Thompson. Premises situate in Dover Township, Union County, State of Ohio and part of Virginia Military Survey N<sup>o</sup> 5135 described as follows:

Beginning in the center of Millcreek and in the north line of the C. C. & St. L. Ry.: thence with said line N. 74<sup>o</sup> 31' E. 56 poles to a post corner to James and Nelson P. Thompson's land: thence N. 45<sup>o</sup> W. 36 poles to a stone south-east corner of a lot of land conveyed by James H. Whitcraft to James and Nelson P. Thompson October 5<sup>th</sup> 1885: thence with the south line of said land S. 75<sup>o</sup> W. 56<sup>1/2</sup> poles to the corner of said lands in the center of Millcreek: thence down the center of said creek S. 40<sup>o</sup> E. 19 poles and S. 36<sup>o</sup> E. 25<sup>1/2</sup> poles to the beginning containing 11<sup>1/2</sup> acres more or less. Appraised at \$45<sup>00</sup> per acre, amounting to \$522.<sup>00</sup>

The 7<sup>th</sup> Tract: Title in James Thompson: Situated in Millcreek Township, Union County, Ohio, and part of Survey N<sup>o</sup> 3956 described as follows: Beginning at a stake in the center of Millcreek and in the east line of said Survey N<sup>o</sup> 3956: thence with said line N. 10<sup>o</sup>

N. 22<sup>o</sup> 5' pole with the lot N<sup>o</sup> 3 of E. 220 poles down to the bridge

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N. 22 1/2° poles to a stone in the center of the Hinton road; thence westerly with the center of said road 105 poles to a stone in the west line of lot N<sup>o</sup> 3 of the subdivision of said survey; thence with said line S. 10° E. 220 poles to the corner of said lot N<sup>o</sup> 3 in the center of Millcreek; thence down the center of said creek with the meanders thereof about 128 poles to the beginning containing 148 7/8 acres more or less.

Appraised at \$40<sup>00</sup> per acre, amounting to \$5950<sup>00</sup>.

Also a part of the 5<sup>th</sup> & 8<sup>th</sup> Tracts: Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5153 1/4 4065 described as follows:

Beginning at a stone in the center of the north road and 33 feet from the center of the main track of the C. C. C. & St. L. R. R. on the southerly side; thence parallel with the main railroad track and 33 feet therefrom N. 74° 30' E. 76 7/8° poles to a stake corner to J. and N. P. Thompson's land in the east line of said Survey N<sup>o</sup> 5135; thence with said line S. 7° E. 25 7/8° poles to a stone south-west corner to Jacob Edelblute's land; thence with the south line of said land N. 82° 30' E. 57 7/8° poles to a stone; thence S. 7° 30' E. 59 poles to a stone; thence S. 84° 30' N. 157 7/8° poles to a stone in the center of said north road; thence with the center of said road N. 80° W. 97 7/8° poles to the beginning containing 83 acres more or less after excluding the old school house lot 4 poles wide by 5 7/8 poles long and containing 20 7/8 square poles, and including lots N<sup>o</sup> 5, 6, 7 and 8 in Dover and subject to streets and alleys, appraised at \$51<sup>00</sup> per acre, and amounting to \$4233<sup>00</sup>.

Appraised clear of dower estate of Elizabeth Thompson; 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  
(Seal) Marysville this 29<sup>th</sup> day of September A. D. 1891.  
R. Milleroy, Clerk.

Afterward, on the 5<sup>th</sup> day of November, 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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Return	25
Total	3 65
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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 31<sup>st</sup> day of October, 1891, at 10 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. Said property was not sold for want of bidders.

Thomas Mattin, Sheriff, Union County, Ohio.

Afterward, on the 13<sup>th</sup> day of January, 1892, a Proof of the Publication was filed with the Clerk of said Court, to wit:

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Mary L. Rogers  
vs.

Sheriff's Sale,  
On Order of Sale in Partition.

R. N. Thompson 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 31<sup>st</sup>, 1891, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit; Situate in the Townships of Dover and Millcreek, County of Union, State of Ohio, and bounded and described as follows: All of lot N<sup>o</sup> 37 in the Village of New Dover, Union County, title in James Thompson.

Also a part of the Fifth Tract, title in James Thompson. Premises situate in Dover Township, Union County, State of Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135 described as follows: Beginning in the center of Millcreek and in the north line of the C. C. & St. L. Ry: thence with said line north 74° 30' east 56 poles to a post corner to James and Nelson P. Thompson's land: thence north 45° west 36 poles to a stone, south-east corner of a lot of land conveyed by James H. Whitcraft to James and Nelson P. Thompson, October 5<sup>th</sup> 1888: thence with the south line of said land S. 85° N. 56<sup>3/4</sup> poles to the corner of said lands in the center of Millcreek: thence down the center of said creek south 40° east 19 poles and south 36° east 25<sup>3/4</sup> to the place of beginning containing 11<sup>3/4</sup> acres more or less.

Appraised at \$45<sup>00</sup> per acre amounting to \$522<sup>00</sup>.

The Seventh Tract: Title in James Thompson: Situate in Millcreek Township, Union County, Ohio, and part of Survey N<sup>o</sup> 3956 described as follows: Beginning at a stake in the center of Millcreek, and in the east line of said Survey N<sup>o</sup> 3956: thence with said line north 10° west 225 poles to a stone in the center of the Clinton road: thence westerly with the center of said road 105 poles to a stone in the west line of lot N<sup>o</sup> 3 of the subdivision of said Survey; thence with said line south 10° east 220 poles to the corner of said lot N<sup>o</sup> 3 in the center of Millcreek thence down the center of said creek with the meanders thereof about 128 poles to the place of beginning containing 147<sup>3/4</sup> acres more or less.

Appraised at \$40<sup>00</sup> per acre amounting to \$5950<sup>00</sup>.

Also a part of the Fifth and Eighth Tracts: Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio, part of Virginia Military Surveys N<sup>o</sup> 5155 & 4165 described as follows: Beginning at a stone in the center of the North road and 33 feet from the center of the main track of the C. C. & St. L. Ry, on the southerly side: thence parallel with the main railroad track and 33 feet therefrom north 74° 30' east 76<sup>3/4</sup> poles to a stake corner to J. and N. P. Thompson's land; thence south 22° east 34<sup>3/4</sup> poles to a stake; thence north 72° east 16 poles to a stake and tile south-east corner to J. & N. P. Thompson's land in the east line of said Survey N<sup>o</sup> 5135: thence with said line south 7° east 25<sup>3/4</sup> poles to a stone, south-west corner to Jacob Edelblute's land: thence with the south line of said land north 82° 30' east 57<sup>3/4</sup> poles to a stone; thence south 7° 30' east 59 poles to a stone: thence south 84° 30' west 157<sup>3/4</sup> poles to a stone in the

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center of said North road: thence with the center of said road north 80° west 97<sup>3</sup>/<sub>10</sub> poles to the beginning, containing 73 acres more or less after excluding the old school house lot 4 poles wide by 5<sup>7</sup>/<sub>10</sub> poles long and containing 20<sup>1</sup>/<sub>10</sub> square poles and including lots 7<sup>1</sup>/<sub>2</sub> 5, 6, 7, 7<sup>1</sup>/<sub>2</sub> & 8 in Dover, and subject to streets and alleys.

Appraised at \$51<sup>00</sup> per acre and amounting to \$4233<sup>00</sup>.

Terms of Sale: One-third cash; one-third in one year and one-third in two years from the day of sale, deferred payments to bear 6 per cent. interest and secured by mortgage on the premises sold.

Thomas Martin, Sheriff, 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 30<sup>th</sup>, 1891.

W. O. Shearer.

Sworn to and subscribed before me, this 11<sup>th</sup> day of January

1892.

R. M. Croly, Clerk

Printers Fee \$35<sup>00</sup>

(Seal)

By W. M. Winget, Deputy.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary D. Rogers

vs.

Journal 16, Page 1.

Robert W. Thompson et al

This day came the following parties, to wit: G. D. Perfect & Sons, Deiglar, Barlow & Company, Eldridge & Huggins, J. D. Johnson, W. T. Hills, S. P. Elliott & Sons, Edwin B. Robbins & Company, Miles Bancroft & Sheldon, Belknap, Carpenter & Company, D. S. Ansdack & Company, W. C. Downey & Company, Dague, Andrews & Company, ask leave to file their Answers and Cross-Petition against George C. Thompson a son and Elizabeth Thompson the widow of James Thompson deceased.

Whereupon on consideration of the Court leave is given to file said Answers & Cross-Petitions of the above named parties and the same are filed.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer and Cross-Petition was filed with the Clerk of said Court, to wit:

Mary D. Rogers, Plaintiff

vs.

Robert W. Thompson, et al.

Defendants

Court of Common Pleas,  
Union County, Ohio.

Now comes Belknap, Carpenter & Co. and for answer to the petition by way of cross-petition says: That said Belknap, Carpenter & Co. company is a partnership firm doing business in the State of Ohio under said firm name, and that on the 24<sup>th</sup> day of January, 1891 the said George C. Thompson and Elizabeth made and delivered to said Belknap, Carpenter & Co. company their promissory notes one of said notes due in six months without interest, and

Answer  
& Cross  
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of  
Belknap  
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the other due in twelve months with six per cent. interest from date - each note was drawn for the sum of two hundred and six and <sup>7</sup>/<sub>16</sub> dollars. The said Elizabeth Thompson signed said notes as security for the said George E. Thompson, and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in the lands and tenements in the petition described, which mortgage was on the 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and was by him recorded.

Afterwards, to-wit. about the 16<sup>th</sup> day of August 1891, the first of said notes being due and unpaid the said Belknap, Carpenter & Company obtained a judgment against the said George E. Thompson and Elizabeth Thompson before Jacob Edelblute a Justice of the Peace of said County of Union for the sum of two hundred and six <sup>7</sup>/<sub>16</sub> dollars and interest from July 24<sup>th</sup>, 1891 and costs including filing of transcript \$2<sup>7</sup>/<sub>16</sub> in all amounting to \$209.<sup>7</sup>/<sub>16</sub>

And afterward the said Belknap, Carpenter & Company filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County, and said judgment thereby became a lien on the interest of both George E. Thompson and Elizabeth Thompson on the premises described in said petition.

And the said Elizabeth Thompson held the said mortgage in trust for the said Belknap, Carpenter & Company in said lands the same being a security for the said claim.

The said Belknap, Carpenter & Company claim a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Wherefore the said Belknap, Carpenter & Co. ask that their interest may be protected and that their claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the sale of the said lands amounting to \$209.<sup>7</sup>/<sub>16</sub> with 6 per cent. interest from August 26<sup>th</sup>, 1891 now due, and that said judgment may be ordered paid forthwith.

And that the money for the note not due may be held for the payment thereof until the same becomes as present payment as the Court may seem just and for all such other relief as the nature of the case may require.

The State of Ohio, | Robinson & Woodburn, Attorneys for  
Union County, ss: | Belknap, Carpenter & Company.

R. L. Woodburn being first duly sworn says the facts stated and allegations made in the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys for the said Belknap, Carpenter & Company duly authorized and that the said Belknap, Carpenter & Company are not residents of said County and are now absent therefrom, and that it is a partnership firm.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August, 1891. (Seal) R. McGroarty, Clerk of Court.

Entry for Belknap Carpenter & Co.

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Entry for Belknap Carpenter & Co.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of Court, to wit:

Mary L. Rogers vs. Robert N. Thompson et al. Journal 16, Page 16.

5773

Now comes on this to be heard on the answer and cross-petition Belknap, Carpenter & Co., against George E. Thompson and Elizabeth Thompson whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true: that there is due to said Belknap, Carpenter & Co. from the said George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition described the sum of two hundred and seven <sup>25</sup>/<sub>100</sub> dollars with interest from this date and \$2 <sup>56</sup>/<sub>100</sub> being costs on said judgment which was a lien on said lands of George E. Thompson and Elizabeth Thompson from August 11<sup>th</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to Belknap Carpenter & Co. said sum of \$207 <sup>25</sup>/<sub>100</sub> and costs \$2 <sup>56</sup>/<sub>100</sub> in all \$209 <sup>75</sup>/<sub>100</sub> in satisfaction of said judgment.

The Court further finds that on the 24<sup>th</sup> day of January 1891, George E. Thompson and Elizabeth Thompson made and delivered to Belknap, Carpenter & Co. their promissory note for the sum of two hundred <sup>25</sup>/<sub>100</sub> six <sup>25</sup>/<sub>100</sub> <sup>25</sup>/<sub>100</sub> dollars due in twelve months with six per cent. interest from date. That the said Elizabeth Thompson signed said note as security.

The Court further find that George E. Thompson gave a mortgage deed to Elizabeth Thompson on his entire interest in the lands described in the plaintiff's petition and that the said Elizabeth Thompson holds said mortgage in trust for the said Belknap, Carpenter & Co.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E. Thompson and Elizabeth Thompson be paid to Belknap, Carpenter and Company said note calling for two hundred and six <sup>25</sup>/<sub>100</sub> <sup>25</sup>/<sub>100</sub> <sup>25</sup>/<sub>100</sub> dollars with six per cent. interest from the date thereof and costs in satisfaction of said note.

Answer by Cross-petition of Edwin B. Robbins and Co.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer and Cross-Petition was filed with the Clerk of Court, to wit:

Mary L. Rogers, Plaintiff vs. Robert N. Thompson et al. Defendants To Court of Common Pleas, Union County, Ohio.

5773

Now comes Edwin B. Robbins & Company and for answer to the petition and by way of cross-petition say: That the said Edwin B. Robbins & Company is a partnership firm doing business in the State of Ohio, under said firm name, and that

on the 24<sup>th</sup> of January 1891, the said George E. Thompson and Elizabeth Thompson, made and delivered to said Edwin B. Robbins <sup>4</sup>/<sub>1</sub> Company their two promissory notes, one of said notes due in six months without interest and the other note due in twelve months with six per cent. interest and each note was drawn for the sum of thirty-three <sup>3</sup>/<sub>100</sub> dollars.

The said Elizabeth Thompson signed said notes as security for the said George E. Thompson and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in the lands and tenements in the petition described which mortgage was on said 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and was by him recorded.

Afterward to wit: about the 7<sup>th</sup> day of August, 1891 the first of said notes being due and unpaid the said Edwin B. Robbins <sup>4</sup>/<sub>1</sub> Company obtained a judgment in its favor against the said George E. Thompson and Elizabeth Thompson by Jacob Edelblute a Justice of the Peace of said County, which judgment was for the sum of thirty-three and <sup>1</sup>/<sub>100</sub> dollars, and costs amounting to one dollar and seventy cents, and fifty cents for filing transcript; interest, costs and all to August 26<sup>th</sup>, 1891 amounting to \$35.<sup>57</sup>

And afterwards said Edwin B. Robbins <sup>4</sup>/<sub>1</sub> Company filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County, and said judgment thereby became a lien on the interest of both George E. Thompson and Elizabeth Thompson on the premises described in said petition.

And the said Elizabeth Thompson holds the said mortgage in trust for the said Edwin B. Robbins <sup>4</sup>/<sub>1</sub> Company in said lands, the same being a security for their said claim.

The said Edwin B. Robbins <sup>4</sup>/<sub>1</sub> Company claim a lien upon the interest of both the said George E. and Elizabeth Thompson in said lands.

Whereupon the said Edwin B. Robbins <sup>4</sup>/<sub>1</sub> Company ask that their interest may be protected, and that their claim may be paid out of the money coming to the said George E. and Elizabeth Thompson arising from the sale of said lands amounting to \$35.<sup>57</sup> to August 26<sup>th</sup>, 1891 with six per cent. interest and that said judgment and costs may be ordered paid forthwith, and that the money for the note not due may be held for the payment thereof until the same becomes due, as present payment ordered as to the Court may seem just and for all such other and further relief as the nature of the case may require.

The State of Ohio,  
Union County, ss: Robinson <sup>3</sup>/<sub>1</sub> Woodburn, Attorneys for  
Edwin B. Robbins <sup>4</sup>/<sub>1</sub> Company.

R. L. Woodburn being first duly sworn says: the facts stated and allegations made in the foregoing answer and cross petition are true as he verily believes. And he further says he is one of the attorneys for said Edwin B. Robbins <sup>4</sup>/<sub>1</sub> Company duly

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authorized, and that the said Edwin B. Robbins & Company are not residents of the County and are now absent therefrom and that it is a judgment partnership firm.

R. L. Woodburn.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891.

(Seal) R. McCrory, Clerk of Court.

Afterward, on the 26<sup>th</sup> day of August 1891, an Entry was made on the Journal by the Clerk of Court, to wit:

Mary L. Rogers

vs.

Journal 16, Page 14.

Robert W. Thompson et al

Now comes on this cause to be heard on the answer and cross-petition of Edwin B. Robbins & Company against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true; that there is due to said Edwin B. Robbins & Company from the said George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition described the sum of thirty-three <sup>3/4</sup> <sup>3/100</sup> dollars with interest from this date and \$2 <sup>7/100</sup> costs on said judgment which was a lien on said lands of George E. Thompson and Elizabeth Thompson from August 8<sup>th</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to Edwin B. Robbins & Company said sum of \$33. <sup>3/4</sup> <sup>3/100</sup> and costs amounting to \$2 <sup>7/100</sup>, in all \$35. <sup>3/4</sup> <sup>3/100</sup> interest and costs in satisfaction of said judgment.

The Court further finds that on the 24<sup>th</sup> day of January 1891, George E. Thompson and Elizabeth Thompson made and delivered to Edwin B. Robbins & Company their promissory note for the sum of thirty-three <sup>3/4</sup> <sup>1/100</sup> dollars due in twelve months with six per cent. from date and that the said George E. Thompson gave his mortgage deed to the said Elizabeth Thompson upon his entire interests in the land in petition described. That said Elizabeth Thompson holds said mortgage in trust for the said Edwin B. Robbins & Company.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E. Thompson and Elizabeth Thompson be paid to Edwin B. Robbins and Company said note calling for thirty-three <sup>3/4</sup> <sup>1/100</sup> dollars with 6 per cent. interest from January 24<sup>th</sup>, 1891, and cost in satisfaction of the same.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer and Cross-Petition was filed with the Clerk of Court, to wit:

Mary L. Rogers, Plaintiff

vs.

Robert W. Thompson, et al. Defendant

Court of Common Pleas, Union County, Ohio.

Entry for Edwin B. Robbins & Co.

5974

Answer to Cross-Petition of W. L. Downey by Geo.

now comes N. C. Downey & Company and for answer to the petition by way of cross-petition say that N. C. Downey & Company is a partnership firm doing business in the State of Ohio under said firm name, and that on the 24<sup>th</sup> of January 1891 the said George E. Thompson and Elizabeth Thompson made and delivered to said N. C. Downey & Company their promissory note due in six months without interest calling for twenty-one & 7/8 with six per cent. from July 24<sup>th</sup> 1891.

The said Elizabeth Thompson signed said note as security for the said George E. Thompson and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in the lands and tenements in the petition described, which mortgage was on said 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and was by him recorded.

Afterward to wit, about the 11<sup>th</sup> day of August 1891 said note being due and unpaid the said N. C. Downey & Company caused a judgment to be rendered in its favor against the said George E. Thompson and Elizabeth Thompson by Jacob Edelblute a Justice of the Peace of said County which judgment was for the sum of twenty-one & 7/8 dollars and costs including filing of transcripts \$2.00 in all including interest to August 26<sup>th</sup> 1891 72 1/2

And afterward the said N. C. Downey & Company filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County and said judgment thereby become a lien on the interest of both George E. Thompson and Elizabeth Thompson the premises described in said petition.

And the said N. C. Downey & Company holds the said mortgage in trust for the said N. C. Downey & Company in said lands the same being a security for their said claim.

The said N. C. Downey & Company claim a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Whereupon the said N. C. Downey & Company ask that their interest may be protected and that their claim may be paid out of the money coming to the said George and Elizabeth Thompson arising from the sale of said lands amounting to \$24.76 now due and interest, and that said judgment may be ordered paid forthwith and for all such other and further relief as the nature of the case may require.

The State of Ohio, | Robinson & Woodburn, Attorneys for  
Union County ss: | N. C. Downey & Company.

R. L. Woodburn being first duly sworn says the facts stated and the allegations made the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys for the said N. C. Downey & Company duly authorized; and that the said N. C. Downey & Company are non-residents of said County and are now absent therefrom; and that

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it is a partnership firm.

R. L. Woodburn.

Sworn to before me this 26<sup>th</sup> day of August 1891 and the same signed by R. L. Woodburn in my presence.

(Seal)

R. McCroy, Clerk of Court.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers

vs.

Journal 16, Page 18.

Robert W. Thompson et al

Now comes on this cause to be heard on the answer and cross-petition of N. C. Downey & Company against George E. Thompson and Elizabeth Thompson, wherein upon the Court being fully advised in the premises, do find the allegations of said answer and cross-petition to be true, that there is due to said N. C. Downey & Company from said George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition described the sum of twenty two <sup>34</sup>/<sub>100</sub> dollars with interest from this date and costs amounting to \$2<sup>60</sup>/<sub>100</sub> on said judgment, which was a lien on said lands of George E. Thompson and Elizabeth Thompson from August 15<sup>th</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to N. C. Downey & Company said sum of \$22<sup>34</sup>/<sub>100</sub> and costs <sup>260</sup>/<sub>100</sub> amounting in all to \$24<sup>60</sup>/<sub>100</sub> in satisfaction of said judgment.

Afterward, on the 26<sup>th</sup> day of August 1891, an Answer and Cross-petition was filed with the Clerk of Court, to wit:

Mary L. Rogers, Plaintiff

vs.

Court of Common Pleas,  
Union County, Ohio.

Robert W. Thompson

Defendants.

Now comes Dague Andrews and Company and for answer to the petition by way of cross-petition say: That said Dague Andrews & Company is a partnership firm doing business in the State of Ohio, under said firm name, and that on the 24<sup>th</sup> day of January 1891, the said George E. Thompson and Elizabeth Thompson made and delivered to said Dague Andrews & Company their two promissory notes one of said notes due in six months with six per cent. interest from July 24<sup>th</sup> 1891, and the other due in twelve months with six per cent. interest from January 24<sup>th</sup>, 1891, and each note was drawn for fifty-nine dollars.

The said Elizabeth Thompson signed said notes as security for the said George E. Thompson and in order to protect herself as such security she took from said George E. Thompson a mortgage conveying his entire interest in the lands and tenements in the petition described which mortgage was on said 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and was by him recorded.

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Robert W. Thompson et al  
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Now comes on this cause to be heard on the answer and cross-petition of N. C. Downey & Company against George E. Thompson and Elizabeth Thompson, wherein upon the Court being fully advised in the premises, do find the allegations of said answer and cross-petition to be true, that there is due to said N. C. Downey & Company from said George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition described the sum of twenty two <sup>34</sup>/<sub>100</sub> dollars with interest from this date and costs amounting to \$2<sup>60</sup>/<sub>100</sub> on said judgment, which was a lien on said lands of George E. Thompson and Elizabeth Thompson from August 15<sup>th</sup>, 1891.  
Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to N. C. Downey & Company said sum of \$22<sup>34</sup>/<sub>100</sub> and costs <sup>260</sup>/<sub>100</sub> amounting in all to \$24<sup>60</sup>/<sub>100</sub> in satisfaction of said judgment.  
Afterward, on the 26<sup>th</sup> day of August 1891, an Answer and Cross-petition was filed with the Clerk of Court, to wit:  
Mary L. Rogers, Plaintiff  
vs.  
Robert W. Thompson  
et al  
Defendants.  
Now comes Dague Andrews and Company and for answer to the petition by way of cross-petition say: That said Dague Andrews & Company is a partnership firm doing business in the State of Ohio, under said firm name, and that on the 24<sup>th</sup> day of January 1891, the said George E. Thompson and Elizabeth Thompson made and delivered to said Dague Andrews & Company their two promissory notes one of said notes due in six months with six per cent. interest from July 24<sup>th</sup> 1891, and the other due in twelve months with six per cent. interest from January 24<sup>th</sup>, 1891, and each note was drawn for fifty-nine dollars.  
The said Elizabeth Thompson signed said notes as security for the said George E. Thompson and in order to protect herself as such security she took from said George E. Thompson a mortgage conveying his entire interest in the lands and tenements in the petition described which mortgage was on said 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and was by him recorded.

Afterward, to wit: about August 11<sup>th</sup>, 1891, the first of said notes being owing and unpaid the said Dague, Andrews & Company, obtained a judgment against the said George E. Thompson and Elizabeth Thompson before Jacob Edelblute, a Justice of the Peace in Union County, Ohio, which judgment was for the sum of \$57<sup>00</sup> with interest from July 24<sup>th</sup>, 1891, and costs including filing of transcript and interest to August 26<sup>th</sup>, 1891 amounting to 2<sup>00</sup>, in all amounting to \$61<sup>00</sup> with 6 percent interest from August 26<sup>th</sup>, 1891.

And afterward the said Dague, Andrews & Company filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County and said judgment thereby became a lien on the interest of both George E. Thompson and Elizabeth Thompson on the premises described in said petition.

And the said Elizabeth Thompson holds the said mortgage in trust for the said Dague, Andrews & Company in said lands the same being a security for their said claim.

The said Dague, Andrews & Company claims a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Whereupon the said Dague, Andrews & Company ask that their interest may be protected and that their claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the sale of said lands amounting to \$61<sup>00</sup> dollars, and that said judgment may be ordered paid forthwith, and that the money for the note not due may be held for the payment thereof until the same becomes due as present payment as the Court may seem just and for all such other and further relief as the nature of the case may demand.

Robinson & Woodburn, Attorneys for  
The State of Ohio, Dague, Andrews & Company.  
Union County ss:

R. L. Woodburn being first duly sworn says the facts stated and the allegations made in the foregoing answer and cross-petition are true as he believes. And he further says -- is one of the attorneys for said Dague, Andrews & Company duly authorized and that the said Dague, Andrews & Company are not residents of said County and are now absent therefrom; and that it is a partnership firm.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891.  
(Seal)

R. M. Crony, Clerk of Court.  
Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers  
vs.  
Robert W. Thompson et al

Journal 11, Page 13.

Entry for Dague Andrews & Co.

Now cross-petition Thompson being full said ans to said D Thompson and cross with inter was a lien Thompson

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Answer by cross-petition of J. B. Ambach et al.

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Now comes on this cause to be heard on the answer and cross-petition of Dague Andrews & Company against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true. That there is due to said Dague Andrews & Company from the said George E. Thompson & Elizabeth Thompson on the judgment in said answer and cross-petition, described the sum of fifty-nine  $\frac{3}{4}$   $\frac{3}{100}$  dollars with interest from date and \$2.<sup>40</sup> costs on said judgment which was a lien on said lands of George E. Thompson and Elizabeth Thompson from August 12, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to Dague Andrews & Company the sum of \$59  $\frac{3}{4}$  and \$2  $\frac{40}{100}$  cost, in all \$61.<sup>70</sup> interest and costs in satisfaction of said judgment.

The Court further find that on the 24<sup>th</sup> day of January 1891, George E. Thompson and Elizabeth Thompson made and delivered to Dague Andrews & Company their promissory note for the sum of fifty-nine  $\frac{3}{4}$   $\frac{3}{100}$  dollars due twelve months from date with 6 per cent. interest. And that the said Elizabeth Thompson signed said note as surety for the said George E. Thompson. That on the 24<sup>th</sup> day of January 1891, the said George E. Thompson gave his mortgage deed to Elizabeth Thompson on his entire interest on the lands in the petition described.

That the said Elizabeth Thompson holds said mortgage in trust for the said Dague Andrews & Company.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest in said lands in the petition described of George E. Thompson and Elizabeth Thompson, be paid to Dague Andrews & Company said promissory note calling for fifty-nine dollars and interest from January 24<sup>th</sup>, 1891, in full satisfaction of the same and costs.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer and Cross-Petition was filed with the Clerk of said Court, to wit:

Answer & Cross- Petition of D. S. Amback & Co. vs. Robert W. Thompson et al. Defendants	Mary L. Rogers, Plaintiff  Court of Common Pleas, Union County, Ohio.
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Now comes D. S. Amback & Company and for answer to the petition by way of cross-petition say: That said D. S. Amback & Company is a partnership firm doing business in the State of Ohio, under said firm name and that on the 24<sup>th</sup> day of January 1891, the said George E. Thompson and Elizabeth Thompson made and delivered to said D. S. Amback & Company their two promissory notes one of said notes due in six months without interest and the other due in twelve months with six per cent. interest from date, each note was drawn for the sum of two hundred and fifty-four  $\frac{3}{4}$   $\frac{2}{100}$  dollars. The said Elizabeth

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Answer  
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of  
D. S. Amback  
& Co.  
vs.  
Robert W. Thompson  
et al.  
Defendants

5-273

Thompson signed said notes as security for the said George E. Thompson, and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in the lands and tenements in the petition described which mortgage was on said 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and was by him recorded.

Afterward, to wit about the 14<sup>th</sup> day of August 1891, the first of said notes being due the said D. S. Amback & Company obtained a judgment against the said George E. Thompson and Elizabeth Thompson before Jacob Edelblute a Justice of the Peace for Union County, Ohio, which judgment was for the sum of two hundred and fifty-four <sup>74</sup>/<sub>100</sub> dollars with six per cent. interest from July 24<sup>th</sup> 1891, and costs including filing of transcript \$3.<sup>00</sup> in all including interest amounting to \$257.<sup>45</sup>.

And afterwards the said D. S. Amback and Company filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County and said judgment thereby become a lien on the interest of both George E. Thompson and Elizabeth Thompson on the premises described in said petition. And the said Elizabeth Thompson holds the said mortgage in trust for the said D. S. Amback & Company in said lands, the same being a security for the said claim.

The said D. S. Amback & Company claim a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Wherefore the said D. S. Amback & Company ask that their interest may be protected and that their claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the sale of said lands amounting to \$257.<sup>45</sup> with six per cent. interest from August 26<sup>th</sup> 1891. That said judgment may be ordered paid forthwith, and that the money for the note not due may be held for the payment thereof until the same become due - as present payment of the same - as the Court may seem just and for such other and further relief as the nature of the case may require.

The State of Ohio, | Robinson & Woodburn, Attorney for  
Union County ss: | D. S. Amback & Company.

R. L. Woodburn being first duly sworn says the facts stated and allegations made in the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys for the said D. S. Amback & Company duly authorized and that the said D. S. Amback & Company are not residents of said County and are absent now therefrom, and that it is a partnership firm.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891.  
R. L. Woodburn.  
(Seal) R. McCrory, Clerk of Court.

Entry for D. S. Amback & Co., 5973  
Afterwards made Mary E. B. Co. Robert N. T. Now cross-petition son and fully advised answer on Amback & Elizabeth Thompson petition the with interest which was abeth Thompson There out of the son and D. S. Amback in all \$2: The 1891, George delivered to sum of two months w said Elizabeth said Hebr The the said land in The holds said Ther of the proc Thompson sory note with interest said note Answer to cross-petition of Perfect Sons et al. Now by way of a partner said firm



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Afterward, on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:  
Mary L. Rogers,  
vs.  
Robert W. Thompson et al.  
Journal 16, Page 17.

Now comes on this cause to be heard on the answer and cross petition of D. S. Amback & Company against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true, that there is to said D. S. Amback & Company from the said George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition the sum of two hundred and fifty five <sup>55</sup> dollars \$255.<sup>55</sup> with interest from this date, and \$2<sup>40</sup> costs on said judgment which was a lien on said lands of George E. Thompson and Elizabeth Thompson from August 15, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same, there be paid to D. S. Amback & Company the said sum of \$255.<sup>55</sup> and \$3<sup>00</sup> costs in all \$258.<sup>55</sup> in satisfaction of said judgment and costs.

The Court further finds that on the 24<sup>th</sup> day of January 1891, George E. Thompson and Elizabeth Thompson made and delivered to D. S. Amback & Company their promissory note for the sum of two hundred and fifty four <sup>75</sup> dollars due in twelve months with six per cent. interest from date thereof. That said Elizabeth Thompson signed said note as surety for the said George E. Thompson.

The said George E. Thompson gave his mortgage deed to the said Elizabeth Thompson upon his entire interest in the land in the petition described.

The Court further finds that said Elizabeth Thompson holds said mortgage in trust for the said D. S. Amback & Company.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E. Thompson and Elizabeth Thompson to be paid to D. S. Amback & Company said promissory note calling for two hundred and fifty-four <sup>75</sup> dollars with interest from date thereof and costs in satisfaction of said note.

Answer  
to Cross-  
Petition  
of  
C. D. Perfect  
& Sons

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer & Cross-Petition was filed with the Clerk of said Court, to wit:  
Mary L. Rogers, Plaintiff  
vs.  
Robert W. Thompson  
Defendants  
Court of Common Pleas,  
Union County, Ohio.

5773

Now comes C. D. Perfect & Sons and for answer to the petition by way of cross petition say: That said C. D. Perfect & Sons is a partnership firm doing business in the State of Ohio under said firm name, and that on the 24<sup>th</sup> day of January 1891, the

The said George E. Thompson and Elizabeth Thompson made and delivered to C. D. Perfect & Sons their two promissory notes one of said notes due in six months without interest, and the other due in twelve months with six per cent. interest from date, each of said notes was drawn for the sum of thirty-six <sup>36</sup>/<sub>100</sub> dollars.

The said Elizabeth Thompson signed said notes as security for the said George E. Thompson, and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in the lands and tenements in the petition described which mortgage was on said 24<sup>th</sup> day of January 1891, filed with the Recorder of said County for record and was by him recorded.

Afterward, to wit, about the 29<sup>th</sup> day of July 1891, the first of said notes being due and unpaid the said C. D. Perfect & Sons obtained a judgment against the said George E. Thompson and Elizabeth Thompson before Jacob Edelblute, Justice of the Peace for said County, which judgment was for the sum of thirty-six <sup>36</sup>/<sub>100</sub> dollars with interest from July 24<sup>th</sup> 1891 and 2<sup>1</sup>/<sub>2</sub>% costs and interest, in all amounting to \$ 39<sup>75</sup>/<sub>100</sub>.

And afterward the said C. D. Perfect & Sons filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County on said judgment thereby became a lien on the interest of both George E. Thompson and Elizabeth Thompson on the premises described in said petition.

And the said Elizabeth Thompson holds the said mortgage in trust for the said C. D. Perfect & Sons on said lands the same being a security for their said claim.

The said C. D. Perfect & Sons claim a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Wherefore the said C. D. Perfect & Sons ask that their interest may be protected and that their claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the sale of said lands amounting to \$ 39<sup>75</sup>/<sub>100</sub> now due, and that said judgment may be ordered paid forthwith, and the money for the note not due may be held for the payment thereof until the same becomes due, - as present payment - as to the Court may seem just and for all such other and further relief as the nature of the case may require.

Robinson & Woodburn, Attorneys for  
C. D. Perfect & Sons.

The State of Ohio,  
Union County ss:

C. D. Perfect being first duly sworn says that the facts and allegations made in his foregoing answer and cross-petition are true as he verily believes; and further the said C. D. Perfect says he is one of the firm of C. D. Perfect & Sons.

R. L. Woodburn.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891.  
(Seal) R. M. Leroy, Clerk of Court.

Entry for C. D. Perfect & Sons

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Entry for C. D. Perfect & Sons

Afterward, on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers vs. Robert W. Thompson et al. Journal 16, Page 10.

5973

Now comes on this cause to be heard on the answer and cross petition of C. D. Perfect & Sons against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true and that there is due to said C. D. Perfect & Sons against said George E. Thompson and Elizabeth Thompson on the judgment in said cross petition described the sum of thirty-six <sup>3/4</sup> <sup>7/8</sup> dollars with interest from this date <sup>3/4</sup> <sup>32</sup> <sup>60</sup> costs on said judgment which was a lien on said lands of said George E. Thompson and Elizabeth Thompson from July 30<sup>th</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to C. D. Perfect and Sons said sum of \$39.<sup>00</sup> and interest and costs in satisfaction of said judgment.

The Court further find that on the 24<sup>th</sup> day of January 1891 George E. Thompson and Elizabeth Thompson made and delivered to C. D. Perfect & Sons their promissory note for thirty six <sup>3/4</sup> <sup>7/8</sup> dollars due in twelve months with six per cent. from date. That George E. Thompson executed mortgage to the said Elizabeth Thompson conveying his entire interest in the lands described in the petition. And the said Elizabeth Thompson holds said mortgage in trust for the said C. D. Perfects & Sons.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E. Thompson and Elizabeth Thompson be paid to C. D. Perfect & Sons said note calling for \$36.<sup>75</sup> and interest from January 24<sup>th</sup>, 1891 and costs in satisfaction of the same.

Answer to Cross Petition of Eldridge & Higgins et al.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer and Cross Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff vs. Robert W. Thompson Defendants Court of Common Pleas, Union County, Ohio.

5973

Now comes Eldridge & Higgins and for answer to the petition by way of cross-petition say: That said Eldridge & Higgins is a partnership firm doing business in the State of Ohio under said firm name. And that on the 24<sup>th</sup> day of January 1891, the said George E. Thompson and Elizabeth Thompson made and delivered to said Eldridge and Higgins their two promissory notes one of said notes due in six months without interest and the other due in twelve months with six per cent. from date, and each note was drawn for the sum of one hundred and forty two <sup>3/4</sup> <sup>7/8</sup> dollars.

The said Elizabeth Thompson signed said notes as security

for the said George E. Thompson and in order to protect herself as such security she took from said George E. Thompson a mortgage conveying his entire interest in the lands and tenements in the petition described, which mortgage was on said 24<sup>th</sup> of January 1891 filed with the Recorder of said County for record and was by him recorded.

Afterward, to wit: about the 29<sup>th</sup> day of July 1891, the first of said notes being due and unpaid, the said Eldridge & Higgins obtained a judgment against the said George E. Thompson and Elizabeth Thompson before Jacob Edelblute, a Justice of the Peace for said Union County for the sum of one hundred and forty-two & 7/8 dollars with interest from July 24<sup>th</sup> 1891 @ 6% costs, including filing of transcript and interest all amounting to \$145<sup>66</sup>.

And afterward the said Eldridge & Higgins filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County and said judgment thereby became a lien on the interest of both George E. Thompson and Elizabeth Thompson the premises described in said petition.

And the said Elizabeth Thompson holds the said mortgage in trust for the said Eldridge & Higgins in said lands the same being a security for the said claim.

The said Eldridge & Higgins claim a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Wherefore the said Eldridge & Higgins ask that their interest may be protected and that their claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the sale of said lands amounting to \$145<sup>66</sup> now due. And that said judgment may be ordered paid forthwith, and that the money for the notes due may be held for the payment thereof until the same become due, as present payment as to the Court may seem just and for all such other and further relief as the nature of the case may require.

The State of Ohio,  
Union County ss:

Robinson & Woodburn, Attorneys for  
Eldridge & Higgins.

R. L. Woodburn being first duly sworn says: the facts stated and the allegations made in the foregoing answer and cross petition are true as he believes. And he further says he is one of the attorneys for the said Eldridge & Higgins duly authorized and the said Eldridge & Higgins are not residents of said County and are now absent therefrom. And that it is a partnership firm.  
R. L. Woodburn.

Sworn to before me and signed in my presence this 26<sup>th</sup> 1891.  
R. McCrory,  
Clerk of Court.

(Seal)

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Entry for Eldridge & Huggins

Afterward, on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers vs. Robert W. Thompson et al.

Journal 16, Page 15.

5973

Now comes on this cause to be heard on the answer and cross-petition of Eldridge & Huggins against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true, that there is due to said Eldridge & Huggins from the said George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition described the sum of one hundred and forty three <sup>24</sup>/<sub>100</sub> dollars with interest from this date and \$2<sup>20</sup>/<sub>100</sub> costs on said judgment which was a lien on said lands of said George E. Thompson and Elizabeth Thompson from July 30<sup>th</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to Eldridge & Huggins said sum of \$143.<sup>24</sup>/<sub>100</sub> and cost \$2<sup>20</sup>/<sub>100</sub> in all \$145.<sup>44</sup>/<sub>100</sub> and costs and interest in satisfaction of said judgment. The Court further find that on the 24<sup>th</sup> day of January 1891 George E. Thompson and Elizabeth Thompson made and delivered to Eldridge & Huggins their promissory note for the sum of one hundred and forty two <sup>72</sup>/<sub>100</sub> dollars with 6 per cent. interest from date due in twelve months.

The Court further finds that George E. Thompson gave his mortgage deed on the 24<sup>th</sup> day of January 1891 to Elizabeth Thompson (who was only surety on said note) on his entire interest in the lands in petition described. And that the said Elizabeth Thompson holds said mortgage in trust for the said Eldridge and Huggins.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E. Thompson and Elizabeth Thompson be paid to Eldridge & Huggins said note calling for \$142 <sup>72</sup>/<sub>100</sub> with 6 per cent. interest from January 24<sup>th</sup>, 1891 and costs in satisfaction of same.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer & Cross-Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff vs. Robert W. Thompson et al., Defendants

Court of Common Pleas, Union County, Ohio.

Answer & Cross-Petition of Leglow, Barlow & Co.

5973

Now comes Leglow, Barlow & Company and for answer to the petition by way of cross-petition say: That said Leglow, Barlow & Company is a partnership firm doing business in the State of Ohio, under said firm name, and that on the 24<sup>th</sup> day of January 1891, the said George E. Thompson and Elizabeth Thompson made and delivered to said Leglow, Barlow & Company their two promissory

notes, one of said notes due in six months without interest and the other due in twelve months with six per cent. interest from date, and each note was drawn for the sum of one hundred and twenty one  $\frac{3}{4}$  dollars.

The said Elizabeth Thompson signed said notes as security for the said George E. Thompson, and in order to protect herself from said George E. Thompson as such security she took a mortgage covering his entire interest in the petition described which mortgage was on said 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and was by him recorded. Afterward, to wit, on or about the 29<sup>th</sup> day of August 1891, the first of said notes being due and unpaid, the said Leglow, Barlow & Company caused a judgment to be rendered in its favor against the said George E. Thompson and Elizabeth Thompson by Jacob Edelblute, a Justice of the Peace of said County which judgment was for the sum of one hundred and twenty one  $\frac{3}{4}$  dollars and interest from July 24<sup>th</sup> 1891 and costs including filing transcript, \$2<sup>30</sup>. Interest and all to date \$124<sup>40</sup>.

And afterwards the said Leglow, Barlow & Company filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County and said judgment thereby become a lien on the interest of both George E. Thompson and Elizabeth Thompson on the premises described in said petition. And the said Elizabeth Thompson holds the said mortgage in trust for the said Leglow, Barlow & Company in said lands, the same being a security for their said claim.

The said Leglow, Barlow & Company claim a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Wherefore the said Leglow, Barlow & Company ask that their interest may be protected and that their claim may be paid out of the money coming to the said George E. and Elizabeth Thompson arising from the sale of said lands amounting to \$124<sup>40</sup> now due with interest from date. And that said judgment may be ordered paid forthwith and that the money for the note not due may be held for the payment thereof until the same becomes due as present payment as to the Court may seem just and for all such other and further relief as the nature of the case may require.

The State of Ohio,  
Union County ss: Robinson & Woodburn, Attorneys for  
Leglow, Barlow & Company.

R. L. Woodburn being first duly sworn says: the facts stated and the allegations made in the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys for the said Leglow, Barlow & Company duly authorized; and that the said Leglow, Barlow & Company are not residents of said County and are now absent therefrom; and that it is a partnership firm.  
R. L. Woodburn.

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Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891.  
(Seal) O. McHenry, Clerk of Court

Entry

for  
Leglow  
Barlow & Co.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:  
Mary L. Rogers

vs.  
Robert W. Thompson et al

Journal 16, Page 11.

Now comes on this cause to be heard on the answer and cross-petition of Leglow, Barlow & Company against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises, do find the allegations of said answer and cross-petition to be true and that there is due to said Leglow, Barlow & Company against said George E. Thompson and Elizabeth Thompson on the judgment in said cross-petition described the sum of one hundred and twenty-two <sup>3</sup>/<sub>4</sub> <sup>33</sup>/<sub>100</sub> dollars with interest from this 26<sup>th</sup> day of August 1891 <sup>3</sup>/<sub>4</sub> <sup>32</sup>/<sub>100</sub> costs on said judgment which was a lien on said lands of said George E. Thompson and Elizabeth Thompson from July 30<sup>th</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to Leglow, Barlow & Company said sum of \$122 <sup>3</sup>/<sub>4</sub> <sup>33</sup>/<sub>100</sub> costs <sup>32</sup>/<sub>100</sub> in all \$124 <sup>3</sup>/<sub>4</sub> <sup>33</sup>/<sub>100</sub> and interest in satisfaction of said judgment.

The Court further find that on the 24<sup>th</sup> day of January 1891 George E. Thompson and Elizabeth Thompson made and delivered to said Leglow, Barlow & Company their promissory note for the sum of one hundred and twenty-one <sup>3</sup>/<sub>4</sub> <sup>75</sup>/<sub>100</sub> dollars due in twelve months with six per cent. interest from date. That on the 24<sup>th</sup> day of January 1891 George E. Thompson executed a mortgage to the said Elizabeth Thompson covering his entire interest in the lands described in the petition. And the said Elizabeth Thompson holds said mortgage in trust for the said Leglow, Barlow & Company.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E. Thompson and Elizabeth Thompson be paid to Leglow, Barlow & Company said note calling for one hundred and twenty-one <sup>3</sup>/<sub>4</sub> <sup>75</sup>/<sub>100</sub> dollars and interest from January 24<sup>th</sup>, 1891 and costs in satisfaction of said note.

Answer  
Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer <sup>3</sup>/<sub>4</sub> errors  
Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff

vs.  
Robert W. Thompson  
et al. Defendants

Court of Common Pleas,  
Union County, Ohio.

Now comes Miles, Bancroft & Sheldon and for answer to the petition by way of cross-petition say: That said Miles, Bancroft

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and Sheldon is a partnership firm doing business in the State of Ohio, under said firm name, and that on the 24<sup>th</sup> day of January 1891 the said George E. Thompson and Elizabeth Thompson made and delivered to said Miles Bancroft & Sheldon their two promissory notes, one of said notes due in six months without interest, and the other due in twelve months with six per cent interest from date and each note was drawn for the sum of forty & 2/3 dollars.

The said Elizabeth Thompson signed said notes as security for the said George E. Thompson, and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in all the lands and tenements in the petition described which mortgage was on said 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and was by him recorded.

Afterward, to wit, about the 10<sup>th</sup> day of August, 1891 the first of said notes being due and unpaid the said Miles Bancroft & Sheldon caused a judgment to be rendered in its favor against the said George E. Thompson and Elizabeth Thompson by Jacob Edelblute a Justice of the Peace of said County, which judgment was for the sum of \$40<sup>00</sup> and interest from July 24<sup>th</sup>, 1891, and costs including filing of transcript \$2.75 in all amounting to \$43.<sup>75</sup>

And afterward the said Miles Bancroft and Sheldon filed a transcript of said judgment in the office of the Clerk of the Court of Common Pleas of said County, and said judgment thereby become a lien on the interest of both George E. Thompson and Elizabeth Thompson on the premises described in said petition. And the said Elizabeth Thompson holds the said mortgage in trust for the said Miles Bancroft and Sheldon in said lands, the same being a security for their said claim.

The said Miles Bancroft & Sheldon claim a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Wherefore the said Miles Bancroft & Sheldon ask that their interest may be protected and that their claim may be paid out of the money coming to the said George E. and Elizabeth Thompson arising from the sale of said lands amounting to \$43<sup>75</sup> dollars now due, and that said judgment may be ordered paid forthwith, and that the money for the note not due may be held for the payment thereof until the same becomes due, as present payment as to the Court may seem just and for all such other and further relief as the nature of the case may require.

The State of Ohio,  
Union County ss:

Robinson & Woodburn, Attorney for  
Miles Bancroft & Company.

R. L. Woodburn, being first duly sworn says: the facts stated and the allegations made in the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys for the said Miles Bancroft & Sheldon duly au-

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authorized, and that the said Miles, Bancroft & Sheldon are not residents of said County, and are now absent therefrom, and that it is a partnership firm.

R. L. Woodburn.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August, 1891.

(Seal) R. McGroarty, Clerk of Court.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of said Court:

Mary L. Rogers  
vs.  
Robert W. Thompson et al

Journal 16, Page 16.

Now comes on this cause to be heard on the answer, cross-petition of Miles, Bancroft & Sheldon against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true. That there is due to said Miles Bancroft & Sheldon from the said George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition described the sum of forty  $\frac{3}{4}$   $\frac{5}{100}$  dollars with interest from this date and \$2  $\frac{4}{100}$  costs on said judgment which was a lien on said lands of George E. Thompson and Elizabeth Thompson from August 11<sup>th</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of the lands of the interest of George E. Thompson & Elizabeth Thompson in the same there be paid to Miles Bancroft & Sheldon \$40  $\frac{3}{4}$   $\frac{5}{100}$  and costs amounting \$2  $\frac{4}{100}$ , in all \$43  $\frac{3}{4}$   $\frac{5}{100}$  and costs in satisfaction of said judgment.

The Court further find that on the 24<sup>th</sup> day of January 1891, George E. Thompson and Elizabeth Thompson made and delivered to Miles, Bancroft & Sheldon their promissory note for the sum of forty  $\frac{3}{4}$   $\frac{5}{100}$  dollars due in twelve months with six per cent. from date. That the said George E. Thompson gave a mortgage deed to the said Elizabeth Thompson upon his entire interest in the lands described in petition. That said Elizabeth Thompson signed said note as surety and that said Elizabeth Thompson holds said mortgage in trust for the said Miles Bancroft & Sheldon.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E. Thompson and Elizabeth Thompson be paid to Miles, Bancroft & Sheldon said note calling for forty  $\frac{3}{4}$   $\frac{5}{100}$  dollars with six per cent. interest from January 24<sup>th</sup> 1891, and costs in satisfaction of the same.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer & cross-petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff  
vs.  
Robert W. Thompson et al  
Defendants

Court of Common Pleas,  
Union County, Ohio.

Entry for Miles Bancroft & Sheldon

273.

Answer & cross-petition of J. E. Johnson

Now comes J. T. Johnson and for answer to the petition by way of cross-petition says: That on the 24<sup>th</sup> day of January 1891 the said George E. Thompson and Elizabeth Thompson made and delivered to J. T. Johnson their two promissory notes, one of said notes due in six months without interest and the other due in twelve months with six per cent. interest from date, and each note was drawn for the sum of fifteen <sup>75</sup>/<sub>100</sub> dollars.

The said Elizabeth Thompson signed said notes as security for the said George E. Thompson and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in the lands and tenements in the petition described which mortgage was on the 24<sup>th</sup> day of January 1891 filed with the Recorder of said Union County for record and the same by him recorded.

Afterward to wit, about the 29<sup>th</sup> day of July 1891 the first of said notes being due and unpaid the said J. T. Johnson caused a judgment to be rendered in its favor against the said George E. Thompson and Elizabeth Thompson by Jacob Edelblute, a Justice of the Peace of said County, which judgment was for the sum of \$15. <sup>75</sup>/<sub>100</sub> and costs \$2. <sup>75</sup>/<sub>100</sub> including filing transcript, total amount due to date \$18. <sup>50</sup>/<sub>100</sub>. And afterward the said J. T. Johnson filed a transcript of said judgment in the office of the Clerk of the County of Common Pleas of said County and said judgment hereby become a lien on the interest of both George E. Thompson and Elizabeth Thompson in said premises described in said petition.

And the said Elizabeth Thompson holds the said mortgage in trust for the said J. T. Johnson in said lands the same being a security for the said claim. The said J. T. Johnson claims a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Wherefore the said J. T. Johnson ask that their interest may be protected and that his claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the sale of said lands amounting to \$18. <sup>50</sup>/<sub>100</sub> now due, and that said judgment may be ordered paid forthwith, and the money for the note not due may be held for the payment thereof until the same become due as present payment as to the Court may seem just and for all such other relief as the nature of the case may require.

The State of Ohio,  
Union County ss: Robinson <sup>74</sup>/<sub>100</sub> Woodburn, Attorney for J. T. Johnson.

R. L. Woodburn being first duly sworn says: the facts stated and the allegations made in the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys for the said J. T. Johnson duly authorized and that said J. T. Johnson is a non-resident of said County and is now absent therefrom.

R. L. Woodburn.

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Sworn to before me and signed in my presence this 26<sup>th</sup> day of August, 1891. R. McCrory. Clerk of Court.

Entry for J. P. Johnson

Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

5973

Mary L. Rogers vs. Robert W. Thompson et al | Journal 16, Page 2.

Now come on this cause to be heard on the answer and cross-petition of J. P. Johnson against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true and that there is due to J. P. Johnson against George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition described the sum of fifteen <sup>75</sup>/<sub>100</sub> dollars with interest from this date and \$2 <sup>20</sup>/<sub>100</sub> on said judgment which was a lien on said lands of said George E. Thompson and Elizabeth Thompson from July 30<sup>th</sup>, 1891. Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to the said J. P. Johnson the sum of \$15 <sup>75</sup>/<sub>100</sub> and costs \$2 <sup>20</sup>/<sub>100</sub>, in all \$17 <sup>95</sup>/<sub>100</sub> and costs in satisfaction of said judgment.

The Court further find that on the 24<sup>th</sup> day of January 1891 George E. Thompson and Elizabeth Thompson made and delivered to J. P. Johnson their promissory note calling for fifteen <sup>75</sup>/<sub>100</sub> dollars due in twelve months with 6 per cent. interest from date. The Court further finds that George E. Thompson gave a mortgage deed to Elizabeth Thompson who was surety for him on said note - to secure her against any loss on his entire interest in the lands described in the petition and further finds that said Elizabeth Thompson holds said mortgage in trust for the said J. P. Johnson.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E. Thompson and Elizabeth Thompson be paid to J. P. Johnson said note amounting to \$15 <sup>75</sup>/<sub>100</sub> with six per cent. from January 24<sup>th</sup>, 1891 and costs in satisfaction of the same.

Entry for Mary L. Rogers

Afterward, on the 26<sup>th</sup> day of August, 1891, the following Entry was made on the Journal by the Clerk of said Court, to wit:

5973

Mary L. Rogers vs. Robert W. Thompson et al | Journal 16, Page 1.

This day came Nelson P. Thompson ask leave to file his answer and cross-petition against the said Mary L. Rogers one of the heirs of James Thompson, deceased. Whereupon in consideration of the Court leave is granted to file said answer and cross-petition and same is filed.

Answer  
 Cross  
 Petition  
 of  
 N.P.  
 Thompson  
 et al.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer and Cross Petition was filed with the Clerk of said Court, to wit:  
 Mary L. Rogers, Plaintiff.  
 vs.  
 Robert W. Thompson  
 et al. Defendants.

Court of Common Pleas,  
 Union County, Ohio.

5973 Now comes Nelson O. Thompson and for answer to the petition by way of cross petition says: That on the 27<sup>th</sup> day of April 1891 the said Mary L. Rogers, N. S. Rogers and Nelson O. Thompson made and delivered to the Bank of Marysville their two promissory notes one drawn for the sum of two hundred dollars due in ninety days from date with eight per cent. after maturity the other for eight hundred and twenty-seven dollars due in six months from date with eight per cent. interest after maturity. Copy of which notes are hereby attached and made part of this proceeding marked exhibit "A." & "B."

The said Nelson O. Thompson signed said notes as security for the said Mary L. Rogers, and in order to protect himself as such security the said Mary L. Rogers and her husband N. S. Rogers on the 27<sup>th</sup> day of April 1891 did execute and make a mortgage deed to the said Nelson O. Thompson covering her entire interest in the lands and tenements described in the plaintiffs petition. On the 27<sup>th</sup> day of April the same was filed with the Recorder of Union County for record and the same by him was recorded. That by the terms of said mortgage the same has become absolute, and there is now due and unpaid upon said notes and mortgage the sum of ten hundred and twenty-seven dollars with eight per cent. interest on \$200<sup>00</sup> from July 27<sup>th</sup>, 1891.

Wherefore the said Nelson O. Thompson asks that his interest may be protected and that the amount of his claim for which he is security for the said Mary L. Rogers may be held out of the money coming to Mary L. Rogers arising from the sale of said lands to satisfy said notes or immediate payment of the same as to the Court may seem just and for all other and further relief as the equity of the case may require.

The State of Ohio,  
 Union County, ss: Robinson & Woodburn, Attorney for  
 Nelson O. Thompson.

Nelson O. Thompson being first duly sworn says: that the facts stated and allegations made in his foregoing answer and cross-petition are true as he verily believes.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891.  
 N. O. Thompson.  
 R. M. Crary, Clerk of Court.

Afterward on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

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Entry for  
Mary L. Rogers  
vs.  
Robert W. Thompson et al

Journal 14, Page 8.

5973

Now comes on this cause to be heard upon the answer and cross petition of Nelson P. Thompson against Mary L. Rogers.

Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true. That there is due to said Nelson P. Thompson from the said Mary L. Rogers on her first note described in said answer and cross-petition the sum of two hundred dollars with 8 per cent. from July 27<sup>th</sup>, 1891 and costs. Also that there is due to the said Nelson P. Thompson on his second note described in said petition the sum of eight hundred and twenty-seven dollars with 8 per cent. interest from August 26<sup>th</sup>, 1891.

The Court further find that on the 27<sup>th</sup> day of April that the said Mary L. Rogers executed a mortgage deed to the said Nelson P. Thompson upon her entire interest in the lands in the petition described, and that the same is a lien upon said lands from the 27<sup>th</sup> day of April 1891 to the full amount of the notes described in answer and cross-petition two hundred dollars with 8 per cent. interest from July 27<sup>th</sup>, 1891 and eight hundred and twenty-seven dollars 8 per cent. interest from August 26<sup>th</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest in the lands in the petition described of Mary L. Rogers be paid to the said Nelson P. Thompson \$200.<sup>00</sup> with 8 per cent. from July 27<sup>th</sup>, 1891, and \$827.<sup>00</sup> with 8 per cent. from August 26<sup>th</sup>, 1891 and costs in full satisfaction of both said notes.

Answer  
of  
N.P. & R.W.  
Thompson  
Adminis.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer and Cross Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff  
vs.  
Robert W. Thompson  
et al. Defendants

Court of Common Pleas,  
Union County, Ohio.

Now comes Nelson P. Thompson and R. W. Thompson, Administrators of the estate of James Thompson, deceased, duly appointed and qualified by the Probate Court of Union County, Ohio and for their answer to the petition by way of cross-petition say: That on the 25<sup>th</sup> day of March 1890 the said Mary L. Rogers made and delivered to the said Nelson P. Thompson and R. W. Thompson as Administrators of said James Thompson, deceased, her promissory note for five hundred and sixty-one <sup>2</sup>/<sub>100</sub> dollars with eight per cent interest from date due in eighteen months from date. That on

the 27<sup>th</sup> day of April 1891, the said Mary L. Rogers and her husband N.S. Rogers did make and execute to the said Nelson P. Thompson and R. W. Thompson as Administrators of said James Thompson deceased their mortgage deed conveying her entire interests in the lands and tenements described in the plaintiffs petition and thereby

making the same a lien upon said premises.

That said mortgage was filed for record on the 27<sup>th</sup> day of April 1891 with the Recorder of Union County, Ohio, and the same by him recorded. That there is coming from said Mary L. Rogers to said Administrators the sum of five hundred and sixty one <sup>3</sup>/<sub>4</sub> <sup>10</sup>/<sub>100</sub> dollars with eight per cent. interest from March 25<sup>th</sup>, 1891. Wherefore the said Nelson O. Thompson and R. W. Thompson as Administrators ask that their interest may be protected, that their claim may be paid out of the money coming to the said Mary L. Rogers arising from the sale of said lands or that the same may be held for the payment thereof until the same may become due, as to the Court may seem just and for such other and further relief as the equity of the case may demand.

Robinson & Woodburn, Attorneys for.

N. O. & R. W. Thompson, Administrators.

The State of Ohio,  
Union County, ss:

Nelson O. Thompson one of the Administrators, being first duly sworn says the facts stated and allegations made in the foregoing answer and cross-petition are true as he verily believes.

N. O. Thompson.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891. (Seal) R. Milroy, Clerk of Court.

Entry for Admis.

Afterward, on the 26<sup>th</sup> day of August, 1891, the following entry was made on the Journal by the Clerk of said Court, to wit:

5973 Mary L. Rogers vs. Robert W. Thompson et al. Journal 4, Page 9.

Now comes on this cause to be heard upon the answer and cross-petition of Nelson O. Thompson and Robert W. Thompson, Administrators of the estate of James Thompson, deceased. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true: That there is due to said Nelson O. Thompson and Robert W. Thompson as Administrators of said James Thompson deceased from the said Mary L. Rogers the sum of five hundred and sixty one <sup>3</sup>/<sub>4</sub> <sup>10</sup>/<sub>100</sub> dollars with 8 per cent. interest from March 25<sup>th</sup>, 1890; and that there is due to said Nelson O. Thompson and Robert W. Thompson as Administrator the sum of five hundred sixty one <sup>3</sup>/<sub>4</sub> <sup>10</sup>/<sub>100</sub> dollars with eight per cent. interest from March 25<sup>th</sup>, 1890.

The Court further find that the said Mary L. Rogers executed her mortgage deed to the said Nelson O. Thompson and Robert W. Thompson as Administrator upon all of her interest in the lands described in her petition and that the same is a lien upon her interest in said lands from April 27<sup>th</sup>, 1891 to the full amount of note described in said answer and cross-petition and that the same is a lien next to the said lien of Nelson O. Thompson filed in this case.

Therefore it is considered and ordered by the

Court the lands of Nelson County one 1891 and

Answer by cross Petition of Mary L. Thompson against Robert W. Thompson

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Court that out of the proceeds arising from the sale of said lands of the interest of the said Mary L. Rogers be paid to the said Nelson O. Thompson and Robert N. Thompson five hundred and sixty-one  $\frac{3}{4}$   $\frac{13}{100}$  dollars with eight per cent. interest from March 25<sup>th</sup> 1891 and costs in full satisfaction of said note.

Answer  
By cross  
Petition  
of  
N. O. Thompson  
against  
Wray J.  
Thompson

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer  $\frac{3}{4}$  cross-Petition was filed with the Clerk of said Court, to wit:  
Mary L. Rogers, Plaintiff  
vs.  
Court of Common Pleas,  
Union County, Ohio.  
Robert N. Thompson  
et al. Defendants

5973

Now comes Nelson O. Thompson and for answer to the petition by way of cross petition says: That on or about the 20<sup>th</sup> day of March 1890 one in six months with eight per cent. interest the said Wray J. Thompson and Nelson O. Thompson made and delivered to O. M. Scott Bro. their promissory note calling for the sum of fifty dollars with interest. That the said Nelson O. Thompson was surety only for the said Wray J. Thompson. That on or about January 15<sup>th</sup> 1891 judgment was obtained against the said Wray J. Thompson and Nelson O. Thompson before Clint Blony, a Justice of the Peace in Delaware County, Ohio, for the sum of \$100. That afterward a transcript was filed with the Clerk of the Court in Delaware County, Ohio, on about January 31<sup>st</sup> 1891.

Afterwards, on the 7<sup>th</sup> day of February 1891 an execution was issued by the Clerk of said Court to the Sheriff of Union County Ohio, and a levy was made by him upon the interest of Wray J. Thompson in the lands and tenements described in said petition no goods or chattels being found in the name of said Wray J. Thompson to satisfy said execution. Whereupon the said Sheriff was about to levy upon the property of said Nelson O. Thompson and on the 23<sup>rd</sup> day of February 1891, the said Nelson O. Thompson paid to the Sheriff of Union County, Ohio, sixty eight  $\frac{3}{4}$   $\frac{13}{100}$  dollars being the amount of the judgment, interest and costs in full as shown by the Foreign Execution on page 43 in the office of the Sheriff Union County, Ohio.

That the said O. M. Scott on the 23<sup>rd</sup> day of February, 1891 assigned over to said Nelson O. Thompson said judgment. That by virtue of said levy made upon the interest of said Wray J. Thompson in the lands described in said petition the same is a lien upon said land to the amount of said claim \$68  $\frac{13}{100}$  with 6% interest from February 23<sup>rd</sup>, 1891.

Wherefore the said Nelson O. Thompson ask that her interest may be protected, that his claim may be paid out of the money coming to Wray J. Thompson arising from the sale of said land and for all other and further relief that the equity of the case may demand.

Robinson & Woodburn, Attorneys for  
Nelson O. Thompson.

The State of Ohio,  
Union County ss:

Nelson P. Thompson being duly sworn says the facts stated and allegations made in his foregoing answer and cross petition are true as he verily believes.

N. P. Thompson.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891.

(Seal) R. M. Crovy, Clerk of Court.

Entry  
against  
Mary J.  
Thompson

Mary L. Rogers  
vs.  
Robert W. Thompson et al

Journal 16, Page 175.

5973

Now comes on this cause to be heard on the answer and cross petition of Nelson P. Thompson one of the defendants against Mary J. Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross petition to be true, and that there is due to said Nelson P. Thompson on the judgment in said cross petition described the sum of sixty eight  $\frac{7}{10}$  dollars with 6% interest from February 23<sup>rd</sup>, 1891 which was a lien on said lands of Mary J. Thompson from February 7<sup>th</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of Mary J. Thompson there be paid to Nelson P. Thompson the said sum of \$68.<sup>13</sup> with 6% interest from February 23<sup>rd</sup>, 1891 in satisfaction of said judgment.

This Entry made on the Journal by the Clerk of said Court on the 20<sup>th</sup> day of April, 1892.

Answer  
to cross  
petition  
of  
S.P. Elliott  
& Sons.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer to cross petition was filed with the Clerk of said Court, to wit:  
Mary L. Rogers, Plaintiff

vs.  
Robert W. Thompson  
et al Defendants

Court of Common Pleas,  
Union County, Ohio.

5973

Now comes S. P. Elliott & Sons and for answer to the petition by way of cross petition says: That on the 24<sup>th</sup> day of January 1891 the said George E. Thompson and Elizabeth Thompson made and delivered to said S. P. Elliott & Sons their two promissory notes of said notes due in six months without interest and the other due in twelve months with six per cent. interest from January 24<sup>th</sup>, 1891, each note was drawn for the sum of thirty three and  $\frac{7}{10}$  dollars.

The said Elizabeth Thompson signed said notes as security for the said George E. Thompson, and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in the lands and tenements described in said petition which mortgage was on the 24<sup>th</sup> day of January 1891 filed with the Recorder and the same was by him recorded.

Afterwards, about the 7<sup>th</sup> day of August, 1891, the first of

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said notes being due and unpaid the said S. P. Elliott & Sons caused a judgment to be rendered in its favor against the said George E. Thompson and Elizabeth Thompson by J. C. Edlert a Justice of the Peace of said County, which judgment was for the sum of thirty three <sup>34</sup>/<sub>100</sub> dollars and costs <sup>20</sup>/<sub>100</sub> judgment interest, costs amounting to <sup>36</sup>/<sub>100</sub>.

Afterward the said S. P. Elliott & Sons filed a transcript of said judgment and costs in the office of the Clerk of the Court of Common Pleas, said judgment hereby becomes a lien on the interest of both George E. Thompson and Elizabeth Thompson in said premises described in said petition. And the said Elizabeth - holds the said mortgage in trust for the said S. P. Elliott & Sons in said lands the same being a security for the said claim.

The said S. P. Elliott & Sons claim a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Wherefore the said S. P. Elliott & Sons ask that their interest may be protected and that his claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the sale of said lands amounting to <sup>36</sup>/<sub>100</sub> now due and that said judgment may be ordered paid forthwith. And the money for the note not due may be held for the payment thereof until the same become due or present payment be ordered as to the Court may seem best and just and for all other and further relief as the nature of the case may require.

Robinson & Woodburn,

Attorney for S. P. Elliott & Sons.

The State of Ohio,  
Union County ss:

R. L. Woodburn being first duly sworn says the facts stated and allegations made in the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys for the said S. P. Elliott & Sons duly authorized, and that the said S. P. Elliott & Sons are non residents of said County and are now absent therefrom; and the firm is a partnership.

R. L. Woodburn.

Sworn to before me this 26<sup>th</sup> day of August 1891.

(Seal)

R. Wilcox, Clerk of Court.

Afterward, on the 26<sup>th</sup> day of August 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary D. Rogers  
vs.  
Robert W. Thompson et al

Journal 16, Page 9.

Now comes on this cause to be heard on the answer and cross-petition of S. P. Elliott & Sons against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully

Entry for S. P. Elliott & Sons

the facts stated in cross-petition

This 26<sup>th</sup> day

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advised in the premises do find the allegations of said answer and cross-petition to be true; that there is due to said S. O. Elliott & Sons from the said George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition described the sum of thirty-three  $\frac{3}{4}$   $\frac{2}{100}$  dollars and  $\$2\frac{2}{100}$  costs on said judgment which was a lien on said lands of said George E. Thompson and Elizabeth Thompson from August 8<sup>th</sup> 1891. Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same to be paid to S. O. Elliott & Sons said sum of  $\$33\frac{3}{4}\frac{2}{100}$   $\$2\frac{2}{100}$  costs and interest in satisfaction of said judgment.

The Court further find that on the 24<sup>th</sup> day of January 1891 George E. Thompson and Elizabeth Thompson made and delivered to S. O. Elliott & Sons their promissory note for the sum of thirty-three  $\frac{3}{4}$   $\frac{2}{100}$  dollars with 6 per cent. interest from date said note due in twelve months from date thereof.

The Court further find that George E. Thompson gave his mortgage to Elizabeth Thompson on his entire interest in the lands in the petition described, the said Elizabeth Thompson signing said note as security.

The Court further finds that said Elizabeth Thompson holds said mortgage in trust for the said S. O. Elliott & Sons.

Therefore it is considered and ordered by the Court that out of the proceeds of the interest of George E. Thompson and Elizabeth Thompson be paid to said S. O. Elliott & Sons a note calling for  $\$33\frac{3}{4}$  with 6% from January 24<sup>th</sup> 1891, and costs in satisfaction of said note.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Answer <sup>and</sup> cross-petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff

vs.

Robert H. Thompson

Court of Common Pleas,  
Union County, Ohio.

Defendants

Answer  
by cross  
petition  
of  
V. J. Hills

5973

Now comes V. J. Hills and for answer to the petition by way of cross-petition says: That on the 24<sup>th</sup> day of January 1891 the said George E. Thompson and Elizabeth Thompson made and delivered to said V. J. Hills their two promissory notes one of said notes due in six months without interest and the other due in twelve- - - with six per cent. from January 24<sup>th</sup>, 1891 - each note was drawn for the sum of forty  $\frac{3}{4}$   $\frac{2}{100}$  dollars.

The said Elizabeth Thompson signed said notes as security for the said George E. Thompson, and in order to protect herself as such security she took from said George E. Thompson a mortgage covering his entire interest in the lands and tenements in the petition described which mortgage was on the 24<sup>th</sup> day of January 1891 filed with the Recorder of said County for record and the same by him recorded. Afterward, to wit

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Entry  
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5973

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about the 27<sup>th</sup> day of July 1891 the first of said notes being due and unpaid the said V. J. Hills obtained a judgment against the said George E. Thompson and Elizabeth Thompson for the sum of forty  $\frac{3}{4}$   $\frac{7}{100}$  dollars with six percent interest from July 24<sup>th</sup> 1891 before Jacob Edelblute, a Justice of the Peace in Dover Township, Union County Ohio and for  $32\frac{7}{100}$  costs including filing of transcript, interest judgment, costs in all amounting to  $73\frac{7}{100}$

Afterward the said V. J. Hills filed a transcript of said judgment and costs in the office of the Clerk of the County of Common Pleas Court, and judgment hereby become a lien on the interest of both George E. Thompson and Elizabeth Thompson in said premises described in said petition. And the said Elizabeth Thompson holds the said mortgage in trust for the said V. J. Hills in said lands the same being a security for the said claim. The said V. J. Hills claims a lien upon the interest of both the said George E. Thompson and Elizabeth Thompson in said lands.

Wherefore the said V. J. Hills ask that their interest may be protected and that his claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the sale of said lands amounting to  $73\frac{7}{100}$  now due and that said judgment may be ordered paid forthwith, and the money for the note not due may be held for the payment thereof until the same be come due or present payment be ordered as to the Court may seem just and for all such other and further relief as the nature of the case may require.

Robinson & Woodburn, Attorney  
for V. J. Hills.

The State of Ohio,  
Union County ss:

R. L. Woodburn being first duly sworn says: the facts stated and allegations made in the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys for the said V. J. Hills duly authorized, and that the said V. J. Hills is a non-resident of said County, and is now absent therefrom.  
R. L. Woodburn.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of August 1891.

(Seal) R. McIlroy, Clerk of Court.

Afterward, on the 26<sup>th</sup> day of August, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary E. Rogers  
vs.

Journal 16, Page 12.

5973 Robert W. Thompson et al

Now comes on this cause to be heard on the answer and cross-petition of V. J. Hills against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true. That there is due to said V. J. Hills from the said George E. Thompson and Elizabeth Thompson the judgment

Entry for V. J. Hills

in said answer and cross petition described the sum of forty  $\frac{3}{4}$  <sup>70</sup>/<sub>100</sub> dollars with interest from this date and \$2.<sup>75</sup> costs on said judgment which was a lien on said lands of said George E. Thompson and Elizabeth Thompson from July 30, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson in the same there be paid to V. T. Hills said sum of \$40.<sup>00</sup>  $\frac{3}{4}$  costs \$2.<sup>75</sup> in all \$43.<sup>00</sup> and costs and interest in satisfaction of said judgment.

The Court further find that on the 24<sup>th</sup> day of January 1891 George E. Thompson and Elizabeth Thompson made and delivered to V. T. Hills their promissory note for the sum of forty  $\frac{3}{4}$  <sup>70</sup>/<sub>100</sub> dollars with 6 per cent. interest from date due in twelve months from date.

The Court further find that George E. Thompson gave his mortgage deed on the 24<sup>th</sup> day of January 1891 to Elizabeth Thompson is surety on said note, on his entire interest on the lands in the petition described. And that the said Elizabeth Thompson holds said mortgage in trust for the said V. T. Hills. Therefore it is considered and ordered by the Court that out of the proceeds of the interest in said lands of George E. Thompson and Elizabeth Thompson be paid V. T. Hills, said note amounting to \$40.<sup>00</sup> with six per cent. from January 24<sup>th</sup> 1891 in satisfaction of said note.

Affidavit

5973

Afterward, on the 30<sup>th</sup> day of October, 1891, an Affidavit was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff

vs  
Robert N. Thompson  
et al. Defendants

Court of Common Pleas,  
Union County, Ohio.

State of Ohio

Franklin County ss:

Fannie Thompson, the above named defendant being first duly sworn, says that the residence of the defendant John B. Thompson Jr. is unknown and cannot with reasonable diligence be ascertained.

Affiant further says that the cause of action arising upon the cross petition of said defendants is one of those mentioned in section four thousand and forty-eight of the Revised Statutes of Ohio.

Sworn to before me and signed in my presence this 11<sup>th</sup> day of September 1891.

D. H. Sowers, Notary Public,

Franklin County, Ohio

Afterward, on the 30<sup>th</sup> day of October, 1891, an Answer <sup>to</sup> Cross-Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff

vs  
Robert N. Thompson  
et al. Defendants

Court of Common Pleas,  
Union County, Ohio.

Answer

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now comes the defendant Fannie Thompson and for answer and cross-petition herein, filed by leave of Court first had and obtained says, that she is the mother of the defendant John S. Thompson.

That said defendant John S. Thompson is indebted to this defendant in the sum of one thousand and one dollars which she claims with interest from the first day of September, 1891, all of said money being then due and unpaid, and all of said money being loaned to said defendant in different sums and at different times within the past six years.

The exact dates of the loaning to said defendant of said several amounts this defendant is unable to state. This defendant further says that said defendant John S. Thompson is insolvent, except such interest as he may have in the property involved in this action. That his whereabouts and residence are and have been for a long time unknown to this defendant.

That she has no security for said indebtedness, and has no means of collecting the same by attachment or otherwise said defendant's interest in the property involved in this suit being in such condition that it cannot be reached by proceedings in attachment.

Wherefore, this defendant prays judgment against the defendant John S. Thompson in the sum of one thousand and one dollars with interest thereon from the first day of September 1891; that any interest said defendant may have in the property matters and things involved in this action may be ordered subjected to the payment of the claim of this defendant as above set forth and for such other and further relief as she may be entitled to in the premises.

Watson & Huggins, Attorney for  
The State of Ohio, | The defendant Fannie Thompson.  
Union County, ss: |

Edward N. Huggins being first duly sworn, says that he is one of the attorneys of record for the above named defendant Fannie Thompson, that said defendant is a non-resident of this County, and that the averments and allegations of fact contained in the foregoing answer and cross-petition are true as he verily believes.

Edward N. Huggins.  
Sworn to before me and signed in my presence this 30<sup>th</sup> day of October, 1891.  
(Seal) R. McCrooy, Clerk of Court.

We, the undersigned do hereby waive any objection to the within order and consent to the same, also the filing of this cross-petition.  
R. W. & N. P. Thompson, Administrators  
By Robinson & Woodburn, their Attorneys  
J. L. Cameron, Attorney for Mary L. Rogers.

Afterward, on the 3<sup>rd</sup> day of November, 1891, an Order of Sale was issued by the Clerk of said Court, to wit:

The State of Ohio, | To the Sheriff of said County, Greeting:  
Union County, ss: | Whereas, In pursuance of the order of our Court of Common Pleas,

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Alias  
Order of  
Sale in  
Partition

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within and for said County, at the May Term thereof A. D. 1891 in a certain Petition for Partition, at that time pending in said Court wherein Mary L. Rogers petitioner, and Robert N. Thompson et al respondents, a writ issued out of said Court, on the 29<sup>th</sup> day of September, for the sale of the lands and tenements in said petition described to wit: All of lot N<sup>o</sup> 37 in the village of New Dover, Union County Ohio. Title in James Thompson.

Also a part of the Fifth Tract: Title in James Thompson. Premises situated in Dover Township, Union County, Ohio, and part of Virginia Military Survey N<sup>o</sup> 5135, described as follows:

Beginning in the center of Millcreek and in the north line of the C. & C. St. L. Ry: thence with said line N. 74° 30' E. 56 poles to a post corner to James & Nelson O. Thompson's land: thence N. 45° W. 36 poles to a stone S. E. corner of a lot of land conveyed by James H. Whitcraft to James and Nelson O. Thompson October 5<sup>th</sup>, 1885: thence with the south line of said land S. 85° W. 56 poles to the corner of said lands in the center of Millcreek: thence down the center of said Creek S. 40° E. 19 poles and S. 36° E. 25 poles to the beginning containing 11 acres more or less. Appraised at \$45 per acre amounting to \$522.

Also the Seventh Tract: Title in James Thompson.

Situate in Millcreek Township, Union County, State of Ohio and part of Survey N<sup>o</sup> 3956 described as follows: Beginning at a stake in the center of Millcreek and in the east line of said Survey N<sup>o</sup> 3956: thence with said line N. 10° W. 225 poles to a stone in the center of the Hinton road: thence westerly with the center of said road 105 poles to a stone in the west line of lot N<sup>o</sup> 3 of the subdivision of said Survey: thence with said line S. 10° E. 220 poles to the corner of said lot N<sup>o</sup> 3 in the center of millcreek: thence down the creek with the meanders thereof about 128 poles to the beginning containing 148 acres more or less. Appraised at \$40 per acre amounting to \$5950.

Also a part of the 5<sup>th</sup> & 8<sup>th</sup> Tracts. Title in James Thompson. Premises situate in Dover Township, Union County, Ohio and part of Virginia Military Survey N<sup>o</sup> 5155 & 4065 described as follows:

Beginning at a stone in the center of the North road and 33 feet from the center of the main track of the C. & C. St. L. Railroad on the southerly side: thence parallel with the main railroad track and 33 feet therefrom N. 74° 30' E. 76 poles to a stake corner to J. and N. O. Thompson's land: thence S. 32° E. 34 poles to a stake: thence N. 72° E. 16 poles to a stake and tile south east corner to J. and N. O. Thompson's land, in the east line of said Survey N<sup>o</sup> 5135: thence with said line S. 7° E. 25 poles to a stone S. N. corner to Jacob Edelblute's land: thence with the south line of said land N. 82° 30' E. 57 poles to a stone: thence S. 7° 30' E. 59 poles to a stone: thence S. 84° 30' W. 157 poles to a stone in the center of said north road: thence with the center of said road N. 80° W. 97 poles to the beginning containing 83 acres more or less after excluding the old school house lot 7 poles wide by 5 poles long

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and containing 20<sup>7</sup>/<sub>8</sub> square poles and including lots n<sup>o</sup> 5, 6, 7, & 8 in New Dover subject to streets and alleys. Appraised at \$51<sup>00</sup> per acre amounting to \$4233<sup>00</sup>.

And whereas, no sale was had under said order.

We therefore command you, That you proceed without delay to advertise and sell according to the statute regulating judgments and executions at law, the said premises above described, under the appraisement had under the said former order of sale, to wit: not subject to the Dower Estate of Elizabeth Thompson; and that your proceedings in the premises you make known, to our Court of Common Pleas within sixty days from the date hereof; and have you then and there this writ.

Witness my hand and the seal of the said Court, this 3<sup>rd</sup> day of November, A. D. 1891.  
(Seal) R. McCreary, Clerk.

And on the 8<sup>th</sup> 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.

Service	30
Milage	2 40
Copy to Pr.	30
Affidavit	30
Return	25
Total	3 55
Printer's Fee	33 80

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 5<sup>th</sup> 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.

Said lands and tenements were not sold for want of bidders.  
Thomas Martin, Sheriff.  
Union County, Ohio.

Afterward, on the 11<sup>th</sup> day of January 1892, a Proof of the Publication was filed with the Clerk of said Court to wit:

Mary D. Rogers  
vs.

Sheriff's Sale  
On Order of Sale in Partition

R. W. Thompson 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 5<sup>th</sup>, 1891 at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit: Situate in the townships of Dover and Millcreek, County of Union, State of Ohio, and bounded and described as follows:

All of lot n<sup>o</sup> 37 in the village of New Dover, Union County, Title in James Thompson. Appraised at \$700<sup>00</sup>.

Also a part of the Fifth Tract. Title in James Thompson. Premises situate in Dover Township, Union County, State of Ohio, and part of Virginia Military Survey n<sup>o</sup> 5135 described as follows:

Beginning in the center of Millcreek and in the north line

Sheriff's Return

Proof of Publication

of the C. C. & St. L. Ry; thence with said line north  $74^{\circ} 30'$  east 56 poles to a post corner to James and Nelson P. Thompson's land; thence north  $45^{\circ}$  west 36 poles to a stone south-east corner of a lot of land conveyed by James B. Whitcraft to James and Nelson P. Thompson October 5, 1875; thence with the south line of said land  $S 85^{\circ} - N. 56^{\frac{1}{2}}$  poles to the corner of said lands in the center of Millcreek; thence down the center of said creek south  $40^{\circ}$  east 19 poles and south  $36^{\circ}$  east  $25^{\frac{1}{2}}$  to the place of beginning containing  $11^{\frac{1}{2}}$  acres more or less.

Appraised at  $\$45^{\frac{1}{2}}$  per acre amounting to  $\$522^{\frac{1}{2}}$ .

The Seventh Tract: Title in James Thompson.

Situate in Millcreek Township, Union County, Ohio, and part of Survey n<sup>o</sup> 3956 described as follows: Beginning at a stake in the center of Millcreek and in the east line of said Survey n<sup>o</sup> 3956 thence with said line north  $10^{\circ}$  west 225 poles to a stone in the center of the Hinton road; thence westerly with the center of said road 105 poles to a stone in the west line of lot n<sup>o</sup> 3 of the subdivision of said survey; thence with said line south  $10^{\circ}$  east 220 poles to the corner of said lot n<sup>o</sup> 3 in the center of Millcreek thence down the center of said creek with the meanders thereof about 128 poles to the place of beginning containing  $148^{\frac{7}{10}}$  acres more or less.

Appraised at  $\$40^{\frac{1}{2}}$  per acre amounting to  $\$3950^{\frac{1}{2}}$ .

Also a part of the Fifth and Eighth Tracts: Title in James Thompson.

Premises situate in Dover Township, Union County, Ohio, and part of Virginia Military Survey n<sup>o</sup> 5155  $\frac{3}{4}$  4065 described as follows:

Beginning at a stone in the center of the North road and 33 feet from the center of the main track of the C. C. & St. L. Ry. on the southerly side; thence parallel with the main railroad track and 33 feet therefrom north  $74^{\circ} 30'$  east  $76^{\frac{1}{2}}$  poles to a stake corner to J.  $\frac{3}{4}$  N. P. Thompson's land; thence south  $22^{\circ}$  east  $34^{\frac{1}{2}}$  poles to a stake; thence north  $72^{\circ}$  east 16 poles to a stake and tile south-east corner to J. and N. P. Thompson's land in the east line of said Survey n<sup>o</sup> 5135 thence with said line south  $7^{\circ}$  east  $25^{\frac{1}{2}}$  poles to a stone south-west corner to Jacob Edelblute's land; thence with the south line of said land north  $82^{\circ} 30'$  east  $57^{\frac{1}{2}}$  poles to a stone; thence south  $7^{\circ} 30'$  east 59 poles to a stone; thence south  $84^{\circ} 30'$  west  $157^{\frac{1}{2}}$  poles to a stone in the center of said North road; thence with the center of said road north  $80^{\circ}$  west  $97^{\frac{1}{2}}$  poles to the beginning containing  $83^{\frac{1}{2}}$  acres more or less after excluding the old school house lot 4 poles wide by  $5^{\frac{1}{2}}$  poles long and containing  $20^{\frac{1}{4}}$  square poles and including lots n<sup>o</sup> 5, 6, 7,  $\frac{3}{4}$  8 in Dover, and subject to streets and alleys.

Appraised at  $\$51^{\frac{1}{2}}$  per acre and amounting to  $\$4,233^{\frac{1}{2}}$ .

Terms of Sale: One-third cash; one-third in one year and one-third in two years from the day of sale, deferred payments to bear 6 per cent. interest and secured by mortgage on the premises sold.

Thomas Martin, Sheriff of

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 5 consecutive weeks in the

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"Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with November 4<sup>th</sup>, 1891.

W. O. Shearer.

Sworn to and subscribed before me, this 11<sup>th</sup> day of January 1892.

R. M. Crory, Clerk.

(Seal)

By W. M. Winget, Deputy.

Afterward, on the 11<sup>th</sup> day of February, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers

vs.

Robert W. Thompson et al

Journal 16, Page 137.

This day came the parties and it appearing that part of the premises described in the petition remains unsold and that it has been twice advertised and offered for sale but not sold for want of bidders. And it also appearing to the Court that it would be more in the interest of said estate for the Court to fix a valuation at which said premises shall be sold than to order a revaluation.

Wherefore it being decreed by the Court for the interest of the parties to this case that the Court fix a valuation at which said premises be sold it is ordered as follows:

That lot N<sup>o</sup> 37 in the village of New Dover, Union County Ohio, be sold for not less than \$300.

That the premises described in said petition being 148 <sup>7</sup>/<sub>10</sub> acres in said County and being the 7<sup>th</sup> tract described therein shall be sold for not less than \$25<sup>00</sup> per acre.

That the 83 acre tract described in said petition being part of the 5<sup>th</sup> <sup>3</sup>/<sub>4</sub> 8<sup>th</sup> tract be sold for not less than \$30<sup>00</sup> per acre.

That the 11 <sup>1</sup>/<sub>2</sub> acres be sold at not less than two-thirds of its present valuation.

And this cause came on for further hearing on the motion of Tyler Thompson to correct a mistake made against him in the order of the Court as to the advancement made to him and to be deducted from his share of the estate of James Thompson, and the Court being fully advised in the premises does find there was a mistake made in said order in the amount of one hundred and eighty-five <sup>3</sup>/<sub>4</sub> <sup>2</sup>/<sub>10</sub> dollars in excess of the amount which should have been found against him.

It is therefore considered, ordered and decreed by the Court that the amount which was found by the Court and ordered to be treated as an advancement to said Tyler Thompson be reduced in the amount aforesaid and that the balance of said amount herein before decreed against him be the true amount of the advancement made to be taken in the account when distribution of said estate shall be made in this cause.

And this cause is continued for further order.

Afterward, on the 17<sup>th</sup> day of February 1892, an Order of Sale was issued by the Clerk of said Court, to wit:

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Entry

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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 May Term A. D. 1891 in  
a certain petition for partition now pending in said Court, wherein  
Mary L. Rogers was plaintiff, and Robert W. Thompson 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:

All of lot No. 37 in the village of New Dover, Union County, Ohio  
Title in James Thompson. Not to be sold for less than \$300<sup>00</sup> by  
order of the Court.

Also a part of the 5<sup>th</sup> Tract. Title in James Thompson.  
Premises situate in Dover Township, Union County, Ohio, and a  
part of Virginia Military Survey No. 5135 described as follows, to wit:

Beginning in the center of Millcreek and in the north line  
of the C. C. C. & St. L. Ry: thence with said line N. 74° 30' east 56 poles  
to a post corner to James and Nelson O. Thompson's land: thence  
N. 45° W. 36 poles to a stone south-east corner of a lot of land con-  
veyed by James H. Whitcraft to James and Nelson O. Thompson  
October 5<sup>th</sup>, 1885: thence with the south line of said land S 85° W  
56 <sup>1</sup>/<sub>2</sub> poles to the corner of said lands in the center of Millcreek  
thence down the center of said creek south 40° E. 19 poles and  
south 36° E. 25 <sup>1</sup>/<sub>2</sub> poles to the place of beginning containing 11 <sup>1</sup>/<sub>2</sub> acres  
more or less. Appraised at \$45<sup>00</sup> per acre, and not to be sold for  
less than two-thirds of its appraised value.

Also the 7<sup>th</sup> Tract: Title in James Thompson.

Situate in Millcreek Township, Union County, Ohio, and a part  
of Survey No. 3956 described as follows: Beginning at a stake in the  
center of Millcreek, and in the east line of Survey No. 3956: thence with  
said line N. 10° W. 225 poles to a stone in the center of the Hinton  
road: thence westerly with the center of said road 105 poles to a stone  
in the west line of lot No. 3 of the subdivision of said Survey: thence  
with said line south 10° E. 220 poles to the corner of said lot No. 3 in  
the center of Millcreek: thence down the center of said creek with the  
meanders thereof about 128 poles to the place of beginning containing  
148 <sup>1</sup>/<sub>2</sub> acres more or less. To be sold for not less than \$25<sup>00</sup> per acre.

And also a part of the 5<sup>th</sup> & 8<sup>th</sup> Tracts. Title in James Thompson

Premises situate in Dover Township, Union County, Ohio, part of Vir-  
ginia Military Surveys No. 5155 & 4065 described as follows: Beginning  
at a stone in the center of the North road and 33 feet from the  
center of the main track of the C. C. C. & St. L. Ry. on the southerly  
side: thence parallel with the main railroad track and 33 feet  
therefrom north 74° 30' east 76 <sup>1</sup>/<sub>2</sub> poles to a stake corner to James  
N. O. Thompson's land: thence south 22° E. 34 <sup>1</sup>/<sub>2</sub> poles to a stake:  
thence north 72° E. 16 poles to a stake and tile south-east corner to  
James and N. O. Thompson's land in the east line of said Survey No.  
5135: thence with said line south 7° east 25 <sup>1</sup>/<sub>2</sub> poles to a stone  
south-west corner to Jacob Edelblute's land: thence with the south  
line of said land north 82° 30' east 57 <sup>1</sup>/<sub>2</sub> poles to a stone: thence

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South 7° 30' east 59 poles to a stone; thence south 84° 30' west 157 1/2 poles to a stone in the center of said North road; thence with the center of said road north 80° west 97 1/2 poles to the beginning contain- ing 83 acres more or less, after excluding the old school house lot 4 poles wide by 5 2/10 poles long and containing 20 1/2 square poles and including lots n° 5, 6, 7, 8 in Dover and subject to streets & highway.

To be sold for not less than \$30 per acre by order of the Court.  
Terms of Sale: one third cash; one third in one year, and one third in two years from the day of sale. Deferred payments to bear 6 percent interest from the day of sale, and to be secured by mort- gage on the premises.

Appraised 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 17th day of February, A. D. 1892.  
R. McCreary, Clerk.

And on the 2nd 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: Sheriff's Return.

Sheriff's Return

Service	30
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Total	9 58
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Record of Mortgage	2 50
Total	16 08

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 gen- eral circulation in Union County, Ohio; and on the 26th day of March, 1892, 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 therefore came Marion A. Shuler who bid for the 11 6/10 acres the sum of forty dollars per acre; and Greely Thompson who bid for lot 37 in New Dover the sum of five hundred dollars, (all the other described property was not sold for want of bidders.) said sum being more than two-thirds the appraised value; and they being the highest and best bidder I declared the purchasers.  
Thomas Martin, Sheriff,  
Union County, Ohio.

Proof of Publication

Afterward, on the 26th day of March, 1892, Proof of the Publication was filed with the Clerk of said Court to wit:

Mary E. Rogers  
vs.  
Robert W. Thompson 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 Satur- day March 26th, 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 Town- ships of Dover and Millcreek, County of Union, State of Ohio, and bounded and described as follows: All of lot n° 37 in the village of

New Dover, Union County, Ohio. Title in James Thompson. Not to be sold for less than \$30.00 by order of the Court.

Also part of the Fifth Tract. Title in James Thompson.

Premises situated in Dover Township, Union County, Ohio, and a part of Virginia Military Survey N<sup>o</sup> 5135 described as follows, to wit: Beginning in the center of Millcreek, and in the north line of the C. C. & St. L. Railway: thence with said line north 74° 30' east 56 poles to a post corner to James and Nelson P. Thompson's land: thence north 43° west 36 poles to a stone south east corner of a lot of land conveyed by James H. Whitcraft to James and Nelson P. Thompson October 5, 1873: thence with the south line of said land south 85° west 56 <sup>1</sup>/<sub>2</sub> poles to the corner of said lands in the center of Millcreek: thence down the center of said creek south 40° east 19 poles and south 36° east 25 <sup>1</sup>/<sub>2</sub> poles to the place of beginning containing 11 <sup>1</sup>/<sub>2</sub> acres more or less. Appraised at \$45.00 per acre and not to be sold for less than two thirds its appraised value.

Also the Seventh Tract: Title in James Thompson.

Situate in Millcreek Township, Union County, Ohio, and a part of Survey N<sup>o</sup> 3956 described as follows: Beginning at a stake in the center of Millcreek and in the east line of Survey N<sup>o</sup> 3956: thence with said line north 10° west 225 poles to a stake in the center of the Canton road: thence westerly with the center of said road 105 poles to a stone in the west line of lot N<sup>o</sup> 3 of the subdivision of said survey: thence with said line south 10° east 220 poles to the corner of said lot N<sup>o</sup> 3 in the center of Millcreek: thence down the center of said creek with the meanders thereof about 128 poles to the place of beginning containing 147 <sup>1</sup>/<sub>2</sub> acres, more or less. To be sold for not less than \$25.00 per acre.

Also a part of the Fifth & Eighth Tracts: Title in James Thompson.

Situate in Dover Township, Union County, Ohio, part of Virginia Military Surveys N<sup>o</sup> 5155 and 4065 described as follows: Beginning at a stone in the center of North road and 33 feet from the center of the main track of the C. C. & St. L. Railway, on the southerly side: thence parallel with the main railroad track and 33 feet therefrom north 74° 30' east 76 <sup>1</sup>/<sub>2</sub> poles to a stake corner to James and N. P. Thompson's land: thence south 22° east 34 <sup>1</sup>/<sub>2</sub> poles to a stake: thence north 72° east 16 poles to a stake and tile south east corner to James and N. P. Thompson's land in the east line of said Survey N<sup>o</sup> 5135: thence with said line south 7° east 25 <sup>1</sup>/<sub>2</sub> poles to a stone south west corner to Jacob Edelblute's land: thence with the south line of said land north 82° 30' east 57 <sup>1</sup>/<sub>2</sub> poles to a stone: thence south 7° 30' east 59 poles to a stone: thence south 84° 30' west 157 <sup>1</sup>/<sub>2</sub> poles to a stone in the center of said North road: thence with the center of said road north 80° west 97 <sup>1</sup>/<sub>2</sub> poles to the beginning containing 83 acres more or less, after excluding the old school house lot 4 poles wide by 5 <sup>1</sup>/<sub>2</sub> poles long, and containing 20 <sup>1</sup>/<sub>2</sub> square poles, and including lots N<sup>o</sup> 5, 6, 7 & 8 in Dover and subject to streets and highways. To be sold for not less than \$30.00 per acre, by order of the Court. Terms: one third cash on day of sale, one third in one year and

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one-third in two years. Deferred payments to bear six per cent interest from the day of sale, and to be secured by mortgage on premises sold.

The State of Ohio,  
 Union County, ss:

Thomas Martin, Sheriff,  
 Union County, Ohio.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with February 24, 1892.

Sworn to before me and signed in my presence this 26<sup>th</sup> day of March, 1892.  
 (Seal) R. M. Crory, Clerk.

Answer  
 by Cross-  
 Petition  
 of  
 Nelson P.  
 Thompson

Afterward, on the 20<sup>th</sup> day of April, 1892, an Answer & Cross-Petition was filed with the Clerk of said Court, to wit:  
 Mary L. Rogers, Plaintiff  
 vs.  
 Robert N. Thompson  
 et al. Defendants  
 Court of Common Pleas,  
 Union County, Ohio.

Now comes Nelson P. Thompson one of the defendants and by leave of the Court files his answer and cross-petition says: on the 11<sup>th</sup> day of November 1891, George Graham obtained a judgment in this Court against George E. Thompson and Nelson P. Thompson for the sum of two hundred and twenty  $220 \frac{3}{4}$  dollars. The said defendant further says for his answer and cross-petition, he was surety only for the said George E. Thompson on a promissory note upon which judgment was obtained.

That an execution was issued on the -- of -- 1892 to the Sheriff of Union County and was about to levy upon the goods and chattels of the said Nelson P. Thompson, the said George E. Thompson having left the County, and no property of any kind except one undivided one-eighth interest in the lands described in the plaintiff's petition. And that on the 20<sup>th</sup> day of April 1892 he paid said judgment and costs in full and took an assignment of the same in the words as follows, viz:

George Graham vs. George E. Thompson Nelson Thompson  
 In Court of Common Pleas,  
 Union County, Ohio. November 11<sup>th</sup>, 1891  
 Judgment \$220.  $3 \frac{3}{4}$  9<sup>th</sup> day of November 1891.  
 Costs \$11.  $50$

For value received two hundred and twenty-eight dollars paid Stephen Graham as Administrator of George Graham deceased the plaintiff by Nelson P. Thompson, I do hereby assign over the above judgment to Nelson P. Thompson this 20<sup>th</sup> day of April 1892.  
 Stephen Graham,  
 Administrator of George Graham.

And eleven  $11 \frac{50}{100}$  dollars cost made in this action. The defendant therefore says that the same is a lien upon the interest of all the lands undisposed of from the date of said judgment, described in said petition belonging to the said George

G. Thompson, and asks decree for the sum of two hundred and thirty nine  $\frac{7}{10}$  dollars with 8% interest from April 20<sup>th</sup>, 1892.

And further prays that the Court order out of the proceeds of the sale of said lands, of the interest of the said George E. Thompson the payment of said judgment and cost in the order of the liens filed in the above case, and for such other and further relief as the equity of the case may demand.

Robinson & Woodburn,

Attorneys for Defendant.

The State of Ohio,  
Union County, ss:

Nelson P. Thompson, being duly sworn says that the facts and allegations stated in his foregoing answer and cross-petition are true as he verily believes.

N. P. Thompson.

Sworn to before me this 4<sup>th</sup> day of May, 1892.

(Seal)

John M. Brodick, Notary Public  
Union County, Ohio.

Entry

5-9-73

Afterward, on the 20<sup>th</sup> day of April, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers,

vs.

Journal 16, Page 177.

Robert W. Thompson et al

Now comes on this cause to be heard on the answer and cross petition of Nelson P. Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross petition to be true, and that there is due to said Nelson P. Thompson from George E. Thompson on the judgment in said cross petition described the sum of two hundred and twenty eight dollars with 8% from April 20<sup>th</sup>, 1892, and \$11<sup>00</sup> costs, in all \$239<sup>00</sup> which was a lien on the lands of said George E. Thompson.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson there be paid to Nelson P. Thompson the said sum of \$239<sup>00</sup> with 8 per cent. interest from April 20<sup>th</sup>, 1892 in satisfaction of said judgment and costs.

Entry

5-9-73

Afterward, on the 4<sup>th</sup> day of May, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers

vs.

Journal 16, Page 187.

R. W. Thompson et al

This day this cause came on to be heard on motion of Elizabeth Thompson, one of the defendants and wife of James Thompson deceased, on partial distribution of proceeds of sale of lands of said James Thompson deceased and the Court being fully advised in the facts order the Sheriff of Union County to pay said Elizabeth Thompson \$500<sup>00</sup> out of her dower interest in said estate to be in lieu of a home -stead it appearing to the Court that she is entitled to hold said five hundred dollars selected by her as exempt from execution.

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Afterward, on the 24<sup>th</sup> day of June 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers  
vs.  
Robert W. Thompson et al

Journal 16, Page 209.

This day came on this cause to be heard on the motion to confirm the sale of the 11<sup>3/4</sup> acres reported by the Sheriff as sold to Marion A. Shuler March 26<sup>th</sup>, 1892 and the lot N<sup>o</sup> 37 in New Dover sold to Greely Thompson by said Sheriff the same day on the order of sale dated February 17<sup>th</sup>, 1892 and the Court being fully advised in the premises find said sale and proceedings regular and lawful, and therefore it is considered and ordered by the Court that said sales be and they are hereby confirmed and the Sheriff ordered to execute to said purchasers each a deed for the lots by them respectively purchased when the said Shuler shall secure the deferred payments according to law.

And as to the five hundred dollars for which said lot 37 was bid off the Court find that said Greely Thompson is one of the heirs of James Thompson and that more than that sum will be due him on the sales of said lands it is ordered that the said five hundred dollars be charged up to him to apply on his share of said estate which is done with the consent of the parties to this case.

Procipe

5973

Afterward, on the 9<sup>th</sup> day of August, 1892, a Procipe for an Order of Sale was filed with the Clerk of said Court, to wit:

Mary L. Rogers  
vs.  
R. W. Thompson et al.

Court of Common Pleas, Union County, Ohio.

To Clerk: Issue an Order of Sale in Partition for the two farms remaining unsold, to wit: the farm of 83 acres described in Commissioners Report by part of the 5<sup>th</sup> & 8<sup>th</sup> tracts; also the farm of 147<sup>3/4</sup> acres being the 7<sup>th</sup> tract, a full description of which will be found in the Commissioners Report.

J. L. Cameron, Attorney for Plaintiff.

Order of Sale in Partition

5973

Afterward, on the 9<sup>th</sup> day of August, 1892, 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 May Term A. D. 1891 in a certain Petition for Partition, now pending in said Court, wherein Mary L. Rogers is plaintiff and Robert W. Thompson 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:

Situate in Dover Township, Union County, Ohio, part of V. M. Survey N<sup>o</sup> 5-135 & 4065. Beginning at a stone in the center of the North road and 33 feet from the center of the C. C. & St. L. R. R. on the southerly side: thence parallel with said road track and 33 feet therefrom N. 74<sup>o</sup> 30' E. 76<sup>7/8</sup> poles to a stake corner to J. & N. P. Thompson's land: thence S. 22<sup>o</sup> E. 37<sup>7/8</sup> poles to a stake: thence N. 72<sup>o</sup> E. 16 poles to a stake and tile, south-east corner to J. & N. P. Thompson's land

in the east line of said Survey N<sup>o</sup> 5135; thence with said line S. 7° E. 25 <sup>7</sup>/<sub>100</sub> poles to a stone south-west corner to Jacob Edelblut's land; thence with the south line of said land N. 82° 30' E. 57 <sup>2</sup>/<sub>100</sub> poles to a stone; thence S. 7° 30' E. 59 poles to a stone; thence S. 84° 30' N. 157 <sup>6</sup>/<sub>100</sub> to a stone in the center of said North road; thence with the center of said road N. 8° N. 97 <sup>4</sup>/<sub>100</sub> poles to the beginning containing 83 acres more or less, after excluding the old school house four poles wide and 5 <sup>7</sup>/<sub>100</sub> poles long and containing 20 <sup>5</sup>/<sub>100</sub> poles; and including lots N<sup>o</sup> 5, 6, 7, 7 1/2 in Dover subject to streets and alleys. To be sold for not less than \$30<sup>00</sup> per acre.

Also the following tract, situate in Millcreek Township, Union County, Ohio, part of V. M. Survey N<sup>o</sup> 3956. Beginning at a stake in the center of Millcreek and in the east line of said Survey N<sup>o</sup> 3956 thence with said line N. 10° N. 225 poles to a stone in the center of the Clinton road; thence westerly with said road 105 poles to a stone in the west line of lot N<sup>o</sup> 3 of the sub-division of said Survey; thence with said line S. 16° E. 220 poles to the corner of said lot N<sup>o</sup> 3 in the center of Millcreek; thence down the center of said Creek with the meanders thereof about 128 poles to the beginning containing 148 <sup>7</sup>/<sub>100</sub> acres more or less. To be sold for not less than \$25<sup>00</sup> per acre.

Appraised clear of dower estate of Elizabeth Thompson; 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 9<sup>th</sup> day of August, A. D. 1892.

(Seal)

R. M. Crory, Clerk.

Sheriff's Return

And on the 12<sup>th</sup> 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	60
Mileage	240
Copy to Ctr.	30
Return	25
Total	\$355

Union County, ss | Sheriff's Return.

I received this Order of Sale on the 9<sup>th</sup> day of August 1892 and in obedience to the command of the same, I did, on the 10<sup>th</sup> day of August, 1892, 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 10<sup>th</sup> day of September 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 10<sup>th</sup> day of September A. D. 1892, at the time and place above mentioned, proceed to offer said lands and tenements at public sale;

Said lands were not sold for want of bidders.

Thomas Martin, Sheriff,  
Union County, Ohio.

Proof of Publication

Afterward, on the 7<sup>th</sup> day of September, 1892, a Proof of Publication was filed with the Clerk of said Court, to-wit:

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Mary L. Rogers

Sheriff's Sale

vs. Robert W. Thompson et al

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 September 10<sup>th</sup> 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 townships of Dover and Millcreek, County of Union, State of Ohio, and bounded and described as follows: Title in James Thompson. Situate in Dover Township Union County, Ohio, part of Virginia Military Surveys N<sup>o</sup> 5135 and 4015 described as follows: Beginning at a stone in the center of North road and 33 feet from the center of the main track of the C. C. & St. L. Railway on the southerly side; thence parallel with the main railroad track and 33 feet therefrom, north 74° 30' east 76<sup>00</sup>/<sub>100</sub> poles to a stake corner to James and N. P. Thompson's land; thence south 22° east 34<sup>00</sup>/<sub>100</sub> poles to a stake; thence north 72° east 16 poles to a stake and thence south east corner to James and N. P. Thompson's land on the east line of said Survey N<sup>o</sup> 5135; thence with said line south 7° east 25<sup>00</sup>/<sub>100</sub> poles to a stone, south west corner to Jacob Edelblute's land; thence with the south line of said land north 22° 30' east 57<sup>00</sup>/<sub>100</sub> poles to a stone; thence south 7° 30' east 59 poles to a stone; thence south 84° 30' west 157<sup>00</sup>/<sub>100</sub> poles to a stone in the center of said North road; thence with the center of said road north 8° west 97<sup>00</sup>/<sub>100</sub> poles to the beginning containing 83 acres more or less; after excluding the old school house lot 7 poles wide by 5<sup>00</sup>/<sub>100</sub> poles long, and containing 20<sup>00</sup>/<sub>100</sub> square poles, and including lots N<sup>o</sup> 5, 6, 7, 8 in Dover, and subject to streets and alleys. To be sold for not less than \$30<sup>00</sup> per acre.

Also the following: Title in James Thompson. Situate in Millcreek Township, Union County, Ohio, and a part of Survey N<sup>o</sup> 3956 described as follows: Beginning at a stake in the center of Millcreek and in the east line of Survey N<sup>o</sup> 3956; thence with said line north 10° west 225 poles to a stone in the center of the Hinton road; thence westerly with the center of said road 105 poles to a stone in the N. line of lot N<sup>o</sup> 3 of the subdivision of said survey; thence with said line south 10° east 220 poles to the corner of said lot N<sup>o</sup> 3 in the center of Millcreek; thence down the center of said creek with the meanders thereof about 127 poles to the place of beginning, containing 148<sup>00</sup>/<sub>100</sub> acres more or less. To be sold for not less than \$25<sup>00</sup> per acre.

Terms: - One-third cash on day of sale, one third in one year and one third in two years. Preferred payments to bear six per cent. interest from the day of sale, and 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 August 10<sup>th</sup>, 1892. W. C. Shearer.

Sworn to and subscribed before me, this 7<sup>th</sup> day of September 1892. (Seal) R. M. Crony, Clerk. Printers fee \$2.50

Entry 5973

Afterward, on the 13<sup>th</sup> day of September, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers vs. Robert W. Thompson et al. Journal 16, Page 217.

This day came the parties by their attorneys, and it being made to appear to the Court that the tract of 83 acres being part of the 5<sup>th</sup> & 8<sup>th</sup> tract described in the Commissioners Report, and the tract of 148<sup>75</sup> acres being the 7<sup>th</sup> tract described in said report, have since the former order of this Court been twice offered for sale at public auction and not sold for want of bidders.

And it being further made to appear to the Court from evidence produced that it is for the best interest of all parties to this suit that said two tracts be sold so as to enable a settlement of said estate to be made, and that neither of them can be sold at the price formerly fixed by this Court, and that the interest of all parties require that a lower figure be fixed.

It is therefore ordered by the Court that an alias order of sale issue to the Sheriff for the sale of said lands, and that the tract of 83 acres be sold at not less than \$25.<sup>00</sup> per acre and the tract of 148<sup>75</sup> acres be sold for not less than \$20<sup>00</sup> per acre and that the Sheriff report his proceedings without unreasonable delay.

Afterward, on the 12<sup>th</sup> day of September, 1892, 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 Mary L. Rogers is plaintiff and R. W. Thompson et al are defendants, we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit: Situate in Dover Township, Union County, Ohio, part of N. M. Survey N<sup>o</sup> 5135 & 4065. Beginning at a stone in the center of the North road and 33 feet from the center of the C. C. C. & St. L. R. R. on the southerly side: thence parallel with said railroad track and 33 feet therefrom N. 74°-30' - E. 76<sup>00</sup> poles to a stake corner to J. & N. P. Thompson's land: thence S. 22° - E. 34<sup>00</sup> poles to a stake: thence N. 72° - E. 16 poles to a stake and tile S. E. corner to said J. & N. P. Thompson's land in the east line of said Survey N<sup>o</sup> 5135: thence with said line S. 7° - E. 25<sup>00</sup> poles to a stone south-west corner to Jacob Edelblute's land: thence with the south line of said land N. 82° - 30' - E. 57<sup>00</sup> poles to a stone: thence S. 7° - 30' - E. 59 poles to a stone: thence S. 84° - 30' - N. 157<sup>00</sup> to a stone in the center of said

Sheriff's Return

5973

Proof of Publication

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Also the following tract, situate in Millcreek Township, Union County, Ohio, part of V. M. Survey N: 3956. Beginning at a stake in the center of Millcreek and in the east line of said Survey N: 3956: thence with said line N. 10° N. 225 poles to a stone in the center of the Hinton road: thence westerly with the center of said road 105 poles to a stone in the west line of lot N: 3 of the subdivision of said survey: thence with said line S. 10° E. 220 poles to the corner of said lot N: 3 in the center of Millcreek: thence down the center of said creek with the meanders thereof about 128 poles to the beginning containing 148 3/4 acres more or less. To be sold for not less than \$20 per acre: and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term; and have you then and there this writ.

Witness my hand and the Seal of the said Court, at Marysville this 12<sup>th</sup> day of September, 1892. R. M. Leroy, Clerk.  
(Seal) By W. M. Kinget, Deputy

Sheriffs Return

And on the 17<sup>th</sup> 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: Sheriff's Return.

5973

Service	60	As commanded by this writ, I have caused the lands and tenements, herein described, to be duly advertised for thirty days next preceding the day of sale, in the Marysville Tribune a newspaper printed and in general circulation in Union County, Ohio; and on the 15 <sup>th</sup> day of October A. D. 1892, 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 sold the first described tract of land of 83 acres to William Harriman for \$30 per acre; and sold the second described tract of land of 148 3/4 acres to Walter Beecher for \$20.75. said sums being more than two-thirds the appraised value; and they being the highest and best bidders, I declared the purchasers.
Mileage	2 00	
Copy to P. M.	40	
Poundage	24 02	
Return	50	
Total	27 52	
Seeds	4 00	
Record of mortgage	2 50	Thomas Martin, Sheriff, Union County, Ohio.
Making of Notes	2 00	
Total	36 00	

Proof of Publication

Afterward, on the 15<sup>th</sup> day of October, 1892, a Proof of Publication was filed with the Clerk of said Court, to wit:

Mary L. Rogers vs. Robert W. Thompson 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 October 15<sup>th</sup>, 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 Dover and Millcreek, County of Union, State of Ohio, and bounded and described as follows: Title in James Thompson. Situate in Dover Township, Union County, Ohio, part of Virginia Military Survey N<sup>o</sup> 5135 & 4065, described as follows: Beginning at a stone in the center of North road and 33 feet from the center of the main track of the C. C. & St. L. Railway on the southerly side: thence parallel with the main railroad track and 33 feet therefrom north 74° 30' east 76<sup>7</sup>/<sub>10</sub> poles to a stake corner to James and N. P. Thompson's land: thence south 22° east 34<sup>7</sup>/<sub>10</sub> poles to a stake: thence north 72° east 16 poles to a stake and tile south-east corner to James and N. P. Thompson's land in the east line of said Survey N<sup>o</sup> 5135: thence with said line south 7° east 25<sup>7</sup>/<sub>10</sub> poles to a stone, southwest corner to Jacob Edelblute's land: thence with the south line of said land north 82° 30' east 57<sup>7</sup>/<sub>10</sub> poles to a stone: thence south 7° 30' east 59 poles to a stone: thence south 84° 30' west 157<sup>7</sup>/<sub>10</sub> poles to a stone in the center of said North road: thence with the center of said road north 8° west 97<sup>7</sup>/<sub>10</sub> poles to the beginning containing 83 acres, more or less, after excluding the old school house lot 4 poles wide by 5<sup>7</sup>/<sub>10</sub> poles long and containing 20<sup>7</sup>/<sub>10</sub> square poles and including lots N<sup>o</sup> 5, 6, 7, & 8 in Dover, and subject to streets and alleys. To be sold for not less than \$25<sup>00</sup> per acre.

Also the following: Title in James Thompson. Situate in Millcreek Township, Union County, Ohio, and a part of Survey N<sup>o</sup> 3956 described as follows: Beginning at a stake in the center of Millcreek and in the east line of Survey N<sup>o</sup> 3956: thence with said line north 10° west 225 poles to a stone in the center of the Clinton road: thence westerly with the center of said road 105 poles to a stone in the N. line of lot N<sup>o</sup> 3 of the subdivision of said survey: thence with said line south 10° east 220 poles to the corner of said lot N<sup>o</sup> 3 in the center of Millcreek: thence down the center of said creek with the meanders thereof about 128 poles to the place of beginning containing 148<sup>7</sup>/<sub>10</sub> acres more or less to be sold for not less than \$20<sup>00</sup> per acre.

Terms: One-third cash on day of sale, one-third in one year and one-third in two years. Deferred payments to bear six per cent. interest from the day of sale, and 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 news paper of general circulation in the County of Union, the first publication beginning with September 14<sup>th</sup> 1892.

N. O. Shearer.

Sworn to and subscribed before me, this 15<sup>th</sup> day of October 1892  
(Seal) R. McCrory, Clerk.

Entry

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Entry

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Afterward, on the 5<sup>th</sup> day of December, 1892, an Entry was on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers  
 vs.  
 Robert W. Thompson et al

Journal 16, Page 254.

This day came the following parties, to wit: William Fisher, J. B. Sprague, and Adlard Brother, Riddle, Graff & Company, and ask to file their answer and cross-petition against George E. Thompson and Elizabeth Thompson the widow of James Thompson deceased. Whereupon on consideration of the Court leave is given to file said answer and cross-petition of the above named parties and the same are filed.

Answer

of

of

J. B. Sprague

5973

Afterward, on the 5<sup>th</sup> day of December, 1892, an Answer and cross-petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff  
 vs.  
 Robert W. Thompson et al. Defendants

Court of Common Pleas,  
 Union County, Ohio.

Now comes J. B. Sprague by leave of the Court and by his attorneys, Robinson & Woodburn and for answer to the petition herein filed by way of cross-petition say that on August 29<sup>th</sup>, 1891 the said J. B. Sprague obtained a judgment against George E. Thompson one of the defendants before Jacob Edelblute, a Justice of the Peace in Dover Township, Union County, Ohio, for the sum of Forty-two <sup>3</sup>/<sub>4</sub> <sup>100</sup> dollars with six percent. interest from date of said judgment and costs made thereon \$2.<sup>00</sup>

That afterward on September 2<sup>nd</sup>, 1891, said J. B. Sprague filed a transcript of said judgment and costs in the office of the Clerk of the Court of Common Pleas and said judgment hereby becomes a lien on the interest of the lands described in said petition belonging to George E. Thompson from September 2<sup>nd</sup>, 1891. And that there is due upon said judgment the sum of \$45.<sup>00</sup> with six percent. from December 5<sup>th</sup>, 1892 and \$2.<sup>00</sup>.

Wherefore the said J. B. Sprague asks that his interest may be protected, that his claim may be paid out of the money coming to the said George E. Thompson arising from the sale of the lands described in plaintiff's petition amounting to \$45.<sup>00</sup> and \$2.<sup>00</sup> costs now due on said judgment and interest and for all other relief as the nature of the case may require.

Robinson & Woodburn,  
 Attorneys for J. B. Sprague.

The State of Ohio,  
 Union County, ss:

R. L. Woodburn being first duly sworn says the facts stated and allegations made in the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys duly authorized for J. B. Sprague and that the said J. B. Sprague is a non-resident of said County and is now absent therefrom.  
 R. L. Woodburn.

Sworn to before me this 5<sup>th</sup> day of December, 1892.

R. M. Croy, Clerk.

(Seal)

Entry for F. B. Sprague

Afterward, on the 5<sup>th</sup> day of December, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

F. B. Sprague

Mary L. Rogers

Journal 16, Page 255.

5-9-73

Robert W. Thompson et al

Now comes on this cause to be heard on the answer and cross-petition of F. B. Sprague against George E. Thompson, whereupon the Court being fully advised in the premises do find the allegations of said answer and cross petition to be true, that there is due to F. B. Sprague from said George E. Thompson, on the answer and cross petition the sum forty-five <sup>3</sup>/<sub>4</sub> <sup>7</sup>/<sub>100</sub> dollars <sup>3</sup>/<sub>4</sub> <sup>2</sup>/<sub>100</sub> costs on said judgment which was a lien on said George E. Thompson interest in the lands described in the petition from September 2<sup>nd</sup>, 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson be paid to F. B. Sprague the sum of forty-five and <sup>7</sup>/<sub>100</sub> dollars with six per cent. interest from December 5<sup>th</sup>, 1892 and costs in satisfaction of said judgment.

Answer

of Riddle, Graff & Co

Afterward, on the 5<sup>th</sup> day of December, 1892, an Answer and Cross Petition was filed with the Clerk of said Court, to wit: Mary L. Rogers, Plaintiff.

Riddle, Graff & Co

Robert W. Thompson et al Defendants

Court of Common Pleas, Union County, Ohio.

5-9-73

Now comes Riddle, Graff & Co company by their attorneys Robinson & Woodburn and by leave of the Court and for answer to the petition by way of cross petition say that on the 8<sup>th</sup> day of September 1891 the said Riddle Graff & Co company obtained a judgment against George E. Thompson and Elizabeth Thompson before Jacob Edelblute a Justice of the Peace in Dover Township, Union County, Ohio. for the sum of twenty one <sup>3</sup>/<sub>4</sub> <sup>7</sup>/<sub>100</sub> dollars with six per cent. interest from date of judgment.

And that there is due upon said judgment the sum of twenty-two <sup>3</sup>/<sub>4</sub> <sup>6</sup>/<sub>100</sub> dollars with six per cent. interest from December 5<sup>th</sup>, 1892 <sup>3</sup>/<sub>4</sub> costs \$2. <sup>50</sup>/<sub>100</sub>.

That afterwards on the 12<sup>th</sup> day of September 1891 said Riddle Graff & Co company filed a transcript of said judgment and costs in the office of the Clerk of the Court of Common Pleas Court, Union County, Ohio, and said judgment become a lien from said date of filing on the interest of lands of George E. Thompson and Elizabeth Thompson described in the petition.

Whereupon the said Riddle, Graff & Co company ask that their interest may be protected that their claim may be paid out of the money coming to George E. Thompson and Elizabeth Thompson from the sale of their interest in lands described

Entry for Riddle, Graff & Co

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Answer

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in petition amounting to \$22.<sup>44</sup> with 6 per cent. interest from  
December 5<sup>th</sup>, 1892 <sup>and</sup> \$2.<sup>50</sup> costs now due and that said judgment  
and costs be paid and all such other further relief as the nature  
of the case may require. Robinson & Woodburn,  
Attys. for Riddle, Graff, & Co.

Entry  
for  
Riddle,  
Graff & Co.

Afterward, on the 5<sup>th</sup> day of December, 1892, an entry was  
made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers  
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Robert W. Thompson et al | Journal 16, Page 255.

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Now comes on this cause to be heard on the answer and  
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Thompson and Elizabeth Thompson. Whereupon the Court  
being fully advised in the premises do find the allegations of  
said answer and cross-petition to be true, and that there is  
due to the said Riddle, Graff & Company from the said  
George E. Thompson and Elizabeth Thompson on the judg-  
ment in said answer and cross-petition described the sum  
of twenty-two <sup>and</sup> <sup>44</sup>/<sub>100</sub> dollars <sup>and</sup> \$2.<sup>50</sup> costs with 6 per cent. from  
December 5<sup>th</sup>, 1892 which was a lien upon the interest in said  
lands in the petition belonging to George E. Thompson and  
Elizabeth Thompson from September 12<sup>th</sup>, 1892.

the Court that  
George E.  
forty-five and  
er 5<sup>th</sup>, 1892 and

Therefore it is considered and adjudged by the Court  
out of the proceeds of the sale of the lands described in petition  
belonging to George E. Thompson and Elizabeth Thompson be  
paid Riddle, Graff & Company \$22.<sup>44</sup> and costs \$2.<sup>50</sup> with six  
per cent. interest from December 5<sup>th</sup>, 1892 in satisfaction of said  
judgment.

an Answer  
Court, to wit:

Afterward, on the 5<sup>th</sup> day of December, 1892, an Answer and  
Cross-Petition was filed with the Clerk of said Court, to wit:

Answer  
& Cross-  
Petition  
of  
Adlard  
Brothers

Mary L. Rogers, Plaintiff  
vs.  
Robert W. Thompson  
et al. Defendants.

Court of Common Pleas,  
Union County, Ohio.

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Now comes Adlard Bros. and by leave of the Court, and  
for answer to the petition herein filed by way of cross-petition  
say that on the --- day of --- 1891 that said Adlard Brothers  
obtained a judgment against said George E. Thompson and  
Elizabeth Thompson, the defendants, before Jacob Edelblute a  
Justice of the Peace in Dover Township, Union County, Ohio,  
for the sum of twenty-seven and <sup>33</sup>/<sub>100</sub> dollars with six per cent.  
interest from the date of said judgment and costs made  
thereon to the amount of two and <sup>70</sup>/<sub>100</sub> dollars, in all amount-  
ing to \$29.<sup>72</sup>

any ask that  
may be paid  
and Elizabeth  
ds described

That afterwards on the 15<sup>th</sup> day of September, 1891, the  
said Adlard Brothers filed a transcript of said judgment and  
costs in the office of the Clerk of the County of Union Com-  
mon Pleas Court and said judgment hereby becomes --- on  
the interest of the lands described in said petition belonging

to the said George E. Thompson and Elizabeth Thompson.  
 Wherefore the said Adlard Brothers ask that their interest may be protected, that their claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the - of the lands described in plaintiff's petition amounting to \$29.<sup>75</sup> now due and that said judgment may be paid and for all other and further relief as the nature of the case may require.

Robinson & Woodburn,

Attorneys for Adlard Brothers.

The State of Ohio,  
 Union County, ss:

W<sup>m</sup> H. Adlard one of the firm of Adlard Brothers being duly sworn says the facts stated and allegations made in this his foregoing answer and cross-petition are true as he verily believes.

W<sup>m</sup> H. Adlard.

Sworn to before me and signed in my presence this 30<sup>th</sup> day of November 1892.

Cyrus Zimmerman, Justice of the Peace.

Afterward, on the 5<sup>th</sup> day of December, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Rogers

vs.

Robert W. Thompson et al

Journal 16, Page 255.

Entry for Adlard Brothers

5973

Now comes on this cause to be heard on the answer and cross-petition of Adlard Brothers against George E. Thompson and Elizabeth Thompson. Whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true, that there is due to the said Adlard Brothers from the said George E. Thompson and Elizabeth Thompson on the judgment in said answer and cross-petition described the sum of twenty-nine <sup>3</sup>/<sub>4</sub> <sup>75</sup>/<sub>100</sub> dollars and two <sup>3</sup>/<sub>4</sub> <sup>75</sup>/<sub>100</sub> dollars costs on said judgment which was a lien on said George E. Thompson and Elizabeth Thompson interest in the lands described in the plaintiff's petition from the 15<sup>th</sup> day of September 1891.

Therefore it is considered and ordered by the Court that out of the proceeds of said lands of the interest of George E. Thompson and Elizabeth Thompson be paid to Adlard Brothers the sum of twenty-nine <sup>3</sup>/<sub>4</sub> <sup>75</sup>/<sub>100</sub> dollars and \$2<sup>75</sup>/<sub>100</sub> costs and 6% interest in satisfaction of said judgment from the 5<sup>th</sup> day of December 1892.

Afterward, on the 5<sup>th</sup> day of December, 1892, an Answer and Cross-Petition was filed with the Clerk of said Court, to wit:

Mary L. Rogers, Plaintiff

vs.

Robert W. Thompson et al.

Defendants

Court of Common Pleas,  
 Union County, Ohio.

Answer & Cross-Petition of William N. Fisher & Co.

Now comes William N. Fisher by Robinson & Woodburn their attorneys, and by leave of the Court, and for answer to the petition by way of cross-petition say that on the 25<sup>th</sup> day of August

Entry for William N. Fisher & Co.

5973

1891, the said Peace this their 5<sup>th</sup> 1892 lian and Court land Thon their out the to M ber 3 judg er R The Uni stat cross is o. W. F. Fish now 5<sup>th</sup> day (Seal) Entry for mac William N. Fisher & Co. Robe 5973 cross Thon adv eror & Co in thre ana



1891, the said William N. Fisher obtained a judgment against the said George E. Thompson before Jacob Edelblute a Justice of the Peace in Dover Township, Union County, Ohio, for the sum of thirty and  $\frac{59}{100}$  dollars with six per cent. interest.

And that there is due upon said judgment the sum of thirty-three  $\frac{2}{4}$   $\frac{66}{100}$  dollars with six per cent. interest from December 5<sup>th</sup>, 1892, and costs to the amount of \$2  $\frac{75}{100}$

That afterward on the 31<sup>st</sup> day of August 1891 the said William N. Fisher  $\frac{2}{4}$  company filed a transcript of said judgment and costs in the office of the Clerk of the Court of Common Pleas Court, and said judgment becomes a lien on the interest of the lands described in said petition belonging to said George E. Thompson from August 31<sup>st</sup>, 1891.

Wherefore the said W<sup>m</sup> N. Fisher and company ask that their interest may be protected that their claim may be paid out of the money coming to the said George E. Thompson from the sale of lands described in plaintiffs petition amounting to thirty-three  $\frac{2}{4}$   $\frac{66}{100}$  dollars with 6 per cent. interest from December 5<sup>th</sup>, 1892, and two and  $\frac{75}{100}$  dollars costs now due and that said judgment may be paid and costs and all such other and further relief as the nature of the case may require.

Robinson  $\frac{2}{4}$  Woodburn,

The State of Ohio,  
Union County, ss:

Attorneys for William N. Fisher  $\frac{2}{4}$  Co.

R. L. Woodburn, being first duly sworn says the facts stated and allegations made in the foregoing answer and cross-petition are true as he believes. And he further says he is one of the attorneys duly authorized for the said William N. Fisher and company and that said defendants William N. Fisher  $\frac{2}{4}$  Company are now residents of the County, and are now absent therefrom.

R. L. Woodburn.

Sworn to before me and subscribed in my presence this 5<sup>th</sup> day of December, 1892.

(Seal)

R. M. Leroy, Clerk.

Afterward, on the 5<sup>th</sup> day of December, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary L. Roger.

Or.

Journal 16, Page 256.

Robert N. Thompson et al

Now comes on this cause to be heard on the answer and cross-petition of William N. Fisher  $\frac{2}{4}$  Company against George E. Thompson one of the defendants, whereupon the Court being fully advised in the premises do find the allegations of said answer and cross-petition to be true. That there is due to William N. Fisher  $\frac{2}{4}$  Company from the said George E. Thompson on the judgment in said answer and cross-petition described the sum of thirty-three  $\frac{2}{4}$   $\frac{66}{100}$  dollars with 6 per cent. interest from December 5<sup>th</sup>, 1892, and \$2  $\frac{75}{100}$  costs which was a lien on the said George E. Thompson

Entry for William N. Fisher  $\frac{2}{4}$  Co.

5973

interest in the lands described in said petition from August 31<sup>st</sup> 1891. Therefore it is considered and ordered by the Court out of the proceeds of said lands of the interest belonging to George C. Thompson be paid to William Fisher & Company three  $\frac{3}{4}$   $\frac{7}{100}$  dollars with 6 per cent. interest from December 5<sup>th</sup> 1892 and \$2  $\frac{75}{100}$  costs in satisfaction of said judgment.

Entry

5973

Afterward, on the 5<sup>th</sup> day of December, 1892, an Entry was made on Journal by Clerk of said Court, to wit:

Mary L. Rogers

vs.

Robert N. Thompson et al

Journal 16, Page 263.

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under the former order hereof (of the date of September 12<sup>th</sup> 1892) 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 deed duly executed to convey said premises to the purchasers William Hartman, and Walter Beecher in fee simple, free of dower, the lands by them respectively purchased.

The Court finds that all the lands described in the petition have now been sold, and that the total purchase money of all the lands of said James Thompson is \$27435.  $\frac{76}{100}$  and that the whole cost including an additional counsel fee of \$381.  $\frac{15}{100}$  which the Court allows to J. L. Cameron, and Robinson and Woodburn counsel for the plaintiff, are \$1921.  $\frac{34}{100}$  leaving the net amount of all said sales \$25714.  $\frac{12}{100}$  of which sum the said Elizabeth Thompson, widow, should be endowed.

The Court finds the value of the entire dower of said Elizabeth Thompson in all said lands to be \$5136.  $\frac{25}{100}$  of which she has already received the sum of \$659.  $\frac{72}{100}$  leaving the amount of money still due her in lieu of her said dower \$4476.  $\frac{46}{100}$  the amount due out of the cash payment being \$1052.  $\frac{29}{100}$  and the balance to be paid out of the notes for deferred payments as they become due.

The Court finds that in order to settle the estate of James Thompson and pay his debts and costs of administration there should be paid to the administrator of said James Thompson the sum of \$11507.  $\frac{76}{100}$  in addition to the amount heretofore allowed them and that the proper order and certificate of the Probate Court of said County has been filed herein, showing the necessity for said payment to said administrator.

This Court in its former order directed the sum of \$9111.  $\frac{33}{100}$  to be paid to said administrators of which sum the Court finds they have only drawn \$4939.  $\frac{32}{100}$  and that the balance which said administrators should have under said former order is \$4172.  $\frac{20}{100}$  which added to the sum of \$11507.  $\frac{76}{100}$  makes the amount still necessary to be paid to said administrators the sum of \$15689.

The Court finds that under the former order hereof there

Answer of Smith, Simmons, & Co. by Geo. C. ...

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has been paid on the costs of this case the sum of \$1260.<sup>62</sup> leaving a balance of the cost yet to be paid of \$460.<sup>72</sup> which sum includes the additional counsel fee to said counsel herein named.

The Court finds that numerous creditors have filed their claims against the said Elizabeth Thompson and against some of the other parties to this suit and as to all such matters this cause should be continued for further hearing.

It is ordered by the Court that out of the proceeds of the sales made by him the Sheriff pay,

First: To the Clerk of this Court the balance of the cost due him including said counsel fee to wit, the sum of \$460.<sup>72</sup>

Second: The taxes that were a lien on said lands at the time of the sales thereof.

Third: To the administrators of James Thompson to be used in settling his estate the sum of \$15680.

It is further ordered that the money in lieu of dower coming to said Elizabeth Thompson be retained by said Sheriff until the further order hereof and as to all other matters this cause is continued.

Except the Court finds that N. P. Thompson was the owner in fee of one-half of the 14<sup>7</sup>/<sub>100</sub> acre tract which sold for \$882.<sup>00</sup> and the 1<sup>1</sup>/<sub>2</sub> acre lot sold for \$75.<sup>00</sup> making a total purchase money of \$957.<sup>00</sup>, and the Sheriff is ordered to pay to said N. P. Thompson his half of said purchase money \$478.<sup>50</sup>.

Afterward, on the 23<sup>rd</sup> day of January 1893, an Answer was filed with the Clerk of said Court, to wit:

Answer of  
Smith,  
Simmons,  
Peabody  
& Co.,  
Attorneys

Mary L. Rogers  
vs.  
Robert W. Thompson et al  
Court of Common Pleas,  
Union County, Ohio.

Now comes Smith, Simmons, Peabody & Company, and for answer to the petition by way of cross-petition say: That said firm is a partnership doing business in the State of Ohio, under the firm name Smith, Simmons, Peabody & Co. That on the 2<sup>nd</sup> day of December, A. D. 1891 the said firm obtained a judgment against the said George E. Thompson and Elizabeth for the sum of \$121.<sup>55</sup> with interest in the Court of Common Pleas Union County, Ohio. Journal 16, Page 79.

Wherefore the said Smith, Simmons, Peabody & Company ask that their interest may be protected and their claim may be paid out of the money coming to the said George E. Thompson and Elizabeth Thompson arising from the sale of the said lands in the petition described in the above case amounting to \$12.<sup>55</sup> with interest from the 2<sup>nd</sup> day of December 1891. That said judgment may be ordered paid at once, and for such other and further relief as equity may demand.

D. W. Ayers, Attorneys for  
Smith, Simmons, Peabody & Co.  
State of Ohio,  
Union County, ss:

D. W. Ayers being duly sworn says the facts and allegation made in the foregoing answer and cross-petition are as he

believes--- And he further says he is the attorney for the said Smith, Simmons, Peabody & Company, duly authorized in the premises and that the said Smith, Simmons, Peabody & Company are non residents of said County of Union and now absent therefrom and that they are a partnership firm.  
D. W. Ayers.

Sworn to before me and signed in my presence by D. W. Ayers this 23<sup>rd</sup> day of January, 1893.

(Seal) R. M. Leroy, Clerk.

Entry

5973

Afterward, on the 24<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary E. Rogers

vs.

R. W. Thompson et al

Journal 16, Page 294.

This day came this cause to be further heard by the Court and the Court being fully advised in the premises, do find and decree, that the share of the proceeds of all the lands sold in this cause due to the widow of James Thompson deceased, as her dower in said lands is the sum of five thousand one hundred and thirty six  $\frac{2}{3}$   $\frac{25}{100}$  dollars. That she has already received out of said proceeds as part of said dower the sum of six hundred and fifty nine and  $\frac{70}{100}$  dollars leaving yet her due the sum of forty four hundred and seventy six and  $\frac{70}{100}$  dollars.

The Court also find that liens exist against said widow as security for George C. Thompson the following sums to be paid out of said dower, to wit: To C. D. Perfect & Son the sum of \$80.<sup>84</sup> to DeGlow, Barlow & Co., the sum of \$267.<sup>20</sup>; to Eldridge, Higgins & Co., the sum of \$14.<sup>45</sup>; J. F. Johnson the sum of \$37.<sup>72</sup>; to V. J. Hill the sum of \$89.<sup>63</sup>; to S. P. Elliott the sum of \$74.<sup>62</sup>; to Edwin W. Robbins the sum of \$73.<sup>44</sup>; to Samuel Stevens & Company the sum of \$92.<sup>25</sup>; to Samuel Stevens & Company the sum of \$392.<sup>30</sup>; to Ulrich, Bell & Company the sum of \$248.<sup>36</sup>; Miles Bancroft & Company the sum of \$89.<sup>51</sup> to Belknap, Carpenter & Company the sum of \$453.<sup>16</sup>; D. S. Amblack & Company the sum of \$557.<sup>40</sup>; to W. C. Downey the sum of \$24.<sup>65</sup> to Dague, Andrews & Company the sum of \$130.<sup>46</sup>; to Adlard Brothers the sum of \$33.<sup>75</sup>; to Riddle, Traff, & Company the sum of \$22.<sup>67</sup> to Smith, Simmons Peabody & Company \$129.<sup>54</sup>; to the Clerk of this Court and other costs on transcripts \$12.<sup>85</sup>, making a total of liens of \$3123.<sup>52</sup> to be deducted from said \$4476.<sup>46</sup> leaving yet due said widow on said dower the sum of \$1352.<sup>94</sup> which last sum the Court order shall be paid to her out of the notes in the possession of the Sheriff in full satisfaction of her said dower; and the Court do further order that the Sheriff deliver over to said lien holders each, out of said notes the amount found herein due to them, and in case the said parties having said liens and said widow shall agree among themselves as to the said notes to them or their assigns the amount of \$4476.<sup>46</sup> being the whole amount of said unpaid dower.

And it is further ordered that the said widow hold her lien on the said George C. Thompson.

to the same amount, to wit; the sum of \$3123.<sup>52</sup> thus paid as security for him to be paid to her, out of any sum of, if any, that may be coming to him on the final distribution of said estate.

The Court further find that the administrators of the estate of James Thompson deceased, have a lien on the share of Robert W. Thompson the sum of \$--- which the Court order shall be paid to the administrators of his estate if any thing shall be coming to said Robert W. Thompson on the final distribution of said estate.

The Court further find that the estate of Nelson P. Thompson deceased, and the estate of James Thompson deceased have a lien for the sum of \$--- on the share of the heirs of John G. Thompson, deceased, which sum the Court order shall be paid to said estate out of any sums that shall be coming to the heirs of the said John G. Thompson deceased on the final distribution of said estate.

And the Court find that the administrators of James Thompson, deceased, have a lien on the share of Mary B. Rogers for the sum of \$--- which the Court heretofore ordered to be such lien, which sum the Court order shall be paid out of any sum that may be coming to her on the final distribution of said estate.

And the Court find that Oberly & Shedd have a lien for \$--- on the share of Wray Thompson and which sum was made and declared a lien in this case, which sum the Court order shall be paid out of any sum that shall be coming to him on the final distribution of said estate.

And the Court having ordered to be paid to the administrators of the estate of James Thompson, deceased, a considerable sum out of which to pay the debts of said estate, it is ordered by the Court that in case the amount so paid out of the proceeds of the land to said administrators shall not all be required to enable them to pay the debts of said estate and the expenses thereof, and a balance shall remain after distribution to the heirs of said James Thompson deceased, such balance so remaining shall be paid to the heirs to whom the same may be due, after taking into the account the several sums which the Court has heretofore found to be paid, and ordered to be treated as advancements to each of said heirs respectively, and taking into the account the sum or sums which have been received by them.

The Court order that a full and complete record be made of all the proceedings in this case, and that the case be left off the docket subject to the rights of any party interested to have the same redocketed for the purpose of disposing of any matters, if there be any, not adjudicated by this Court.

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 November, to-wit, on the 9<sup>th</sup> 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 14<sup>th</sup> day of March, 1885, William S. Cartmell filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Gratia B. Irwin, to-wit:

William S. Cartmell, Plaintiff  
vs.  
Gratia B. Irwin, Defendant

Court of Common Pleas,  
Union County, Ohio.

Plaintiff says: This his action is founded upon an account for monies expended for purchase of feed building materials, labor & all of which was paid and performed for the defendant by the plaintiff at the times in the account mentioned a copy of which is hereto attached marked "A" and made a part hereof.

Plaintiff says there is due to him from the defendant the sum of eight hundred seventy-nine  $\frac{57}{100}$  dollars which he claims with interest from the 22<sup>nd</sup> day of March A. D. 1883, and for which he prays judgment.

Robinsons & Piper,  
Attorneys for Plaintiff.

State of Ohio,  
Union County, ss:  
William S. Cartmell, the plaintiff being duly sworn according to law says the facts stated and allegations in his foregoing petition are as he verily believes are true.

W. S. Cartmell  
Sworn to before me by William S. Cartmell and by him subscribed in my presence this 14<sup>th</sup> day of March, A. D. 1885.  
J. D. Burgner, Clerk  
By W. M. Winger, Deputy.  
L. Piper.

Issue Summons upon the above petition directed to the Sheriff of Union County, Ohio, for the defendant Gratia B. Irwin returnable according to law. Amount claimed \$879.  $\frac{57}{100}$  with interest at 6 per cent. from the 22<sup>nd</sup> day of March, A. D. 1883.

Robinsons & Piper, Attys. for Pltff.  
Gratia B. Irwin, In Account with William S. Cartmell, Dr.

Nov. 25 <sup>th</sup> , 1875, To Od. materials for house	31 00	Dec. 26 <sup>th</sup> , 1879, To Od. John McDonald	3 00
Dec. 20 <sup>th</sup> , 1877, " " ditch tax	25 00	Jan. 30 <sup>th</sup> , 1880, " " "	10 00
" 20 <sup>th</sup> , 1878, " " tax for Gratia B. Irwin	31 25	Feb. 24 <sup>th</sup> , 1880, " " for corn & fodder	4 75
Apr. 14 <sup>th</sup> , 1879, " " for corn fodder	6 00	Dec. 20 <sup>th</sup> , 1880, " " tax for Gratia B. Irwin	15 00
" 14 <sup>th</sup> , 1879, " " building materials	5 59	" " " " " " " "	15 00
Mch. 1 <sup>st</sup> , 1879, " " Frank Baldwin	5 00	Mch 22 <sup>nd</sup> , 1883 " " services as laborer on farm of Gratia B. Irwin for seven years @ \$100 <sup>00</sup> per yr	700 00
May 22 <sup>nd</sup> , 1879, " " H. C. Goff for corn	5 00		
Aug. 4 <sup>th</sup> , 1879, " " " " " "	5 00		
Sept. 12 <sup>th</sup> , 1879, " " " " " wheat	3 00		
Dec. 20 <sup>th</sup> , 1879, " " tax for Gratia B. Irwin	15 00		\$879 57

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Summons

Afterward, on the 14<sup>th</sup> day of March, 1885, a Summons was issued by the Clerk of said Court, indorsed, to wit:

4784

The State of Ohio,

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

We command you to notify Gratia B. Irwin that she has been sued by William S. Bartmell in the Court of Common Pleas of Union County, and that unless she answer by the 11<sup>th</sup> day of April A. D. 1885 the petition of said William S. Bartmell against her filed in the Clerk's office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 23<sup>rd</sup> day of March A. D. 1885.

Witness my hand and the seal of said Court, this 14<sup>th</sup> day of March A. D. 1885, at Marysville, Ohio.

(Seal)

J. D. Burghner, Clerk.

By W. M. Winget, Deputy.

Indorsed: "Amount claimed \$879.<sup>52</sup> and interest at 6 per cent. from March 22<sup>nd</sup>, 1883." Robinson & Piper, Plffs. Atty.

Sheriff's Return

And on the 25<sup>th</sup> day of March, 1885, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows, to wit:

Service 30 State of Ohio, Sheriff's Return.

Mileage 128 Union County, ss:

Copy 20 Received this writ March 14<sup>th</sup>, A. D. 1885, at 2 o'clock P. M. and pursuant to its command, on the 20<sup>th</sup> day of March

return 178 A. D. 1885, I served the same by delivering to the within named defendant a true copy of this writ with endorsements thereon

Marion Hopkins, Sheriff

By A. H. Goodwin, Deputy.

Motion

Afterward, on the 18<sup>th</sup> day of April, 1885, a Motion was filed with the Clerk of said Court, to wit:

William S. Bartmell,

In the Court of Common Pleas,

vs. Gratia B. Irwin

Union County, Ohio.

And now comes the defendant and moves the Court to strike from the account of plaintiff the first three items thereof, the sixth item thereof and 2 years services being \$200.<sup>00</sup> for the reason that the said items are barred by the Statute of limitations

Powell & Fulton for Defendant

Demurrer

Afterward, on the 21<sup>st</sup> day of October, 1885, a Demurrer was filed with the Clerk of said Court, to wit:

William S. Bartmell

State of Ohio, Union County,

vs.

Court of Common Pleas.

Gratia B. Irwin

And now comes the defendant and demurs to the first three items in the account sued on in plaintiff's petition, and to three years services in the sixth and last item of said account for the reason that the same are barred by the Statute of limitations.

Powell & Fulton, Attorneys for Defendant.

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\$879<sup>52</sup>

Entry  
4784

Afterward, on the 29<sup>th</sup> day of October, 1885, an Entry was made on the Journal by the Clerk of said Court, to wit:  
William S. Cartmell, Plaintiff  
vs.  
Gratia B. Irwin, Defendant  
Journal 13, Page 529

This day this cause came on to be heard upon the demurrer of defendant to the petition of the plaintiff, was argued by counsel and submitted to the Court. Whereupon the Court being fully advised in the premises do overrule said demurrer; and the defendant asking, the Court do grant leave to the defendant to file answer on or before December first next, and this cause continued.

Entry  
4784

William S. Cartmell February 22<sup>nd</sup>, A. D. 1886.  
vs. Leave to answer within 20<sup>th</sup> days from rising of Court. Journal 13, Page 596.  
Gratia B. Irwin

Answer  
4784

Afterward, on the 20<sup>th</sup> day of April, 1886, an Answer was filed with the Clerk of Court, to wit:  
William S. Cartmell, Plaintiff. The State of Ohio, Union County  
vs. Court of Common Pleas,  
Gratia B. Irwin, Defendant

And now comes the defendant and for answer herein she says: 1<sup>st</sup>. That she denies that she is indebted to the plaintiff upon and by reason of the matters and things set out in his petition in any sum whatever, or that she is in any way indebted to the plaintiff at all.

2<sup>nd</sup>. The defendant for further answer says that she took the plaintiff William S. Cartmell when he was an infant one month old, his mother having died, and defendant says that she nursed the said plaintiff, cared for him, clothed him, and stood in the relation of parent to the plaintiff until after she arrived at the age of twenty one years.

Defendant further says that after the plaintiff arrived at the age of twenty-one years, he continued to reside with defendant as he had previously done and she continued to care for the plaintiff as she had previously done and their relations continued to be the same after he became of age as they had been before that time, and the plaintiff always called defendant "mother" and the defendant always treated the plaintiff as her own child and called him her "son": the defendant further says that no contract or agreement was made between plaintiff and defendant for his services after he became of age and up and until the 22<sup>nd</sup> of March 1883 at which time the said plaintiff left the defendant.

Defendant says that she never agreed to pay the plaintiff any thing for any labor or service he may have had rendered the defendant. For a third defense the said defendant says that the plaintiff was weak and unable to perform much if any labor, and that he has a weak mind and that the care and attention given to plaintiff by defendant during the time for which

Reply  
4784

Entry  
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he asks compensation in his petition, far exceeded in value any services he may have rendered or any money he may have expended for or in behalf of defendant.

4<sup>th</sup>. For a fourth defense the said defendant says that the items in plaintiffs account for \$31.<sup>00</sup> dated November 25<sup>th</sup>, 1875, and the item for \$25.<sup>00</sup> dated December 20<sup>th</sup>, 1877, and the item for \$31.<sup>25</sup> dated December 20<sup>th</sup> 1878, the item for \$5.<sup>00</sup> dated March 1<sup>st</sup> 1879, and the two years of services at \$100.<sup>00</sup> per year for the years prior to March 14<sup>th</sup> 1879 are barred by the Statute of Limitations.

Defendant having answered fully asks to be hence dismissed with her costs.

J. B. Fulton, Attorney for Defendant.

The State of Ohio,  
Union County ss:

Gratia B. Irwin the defendant being duly sworn says the facts stated and allegations of her foregoing answer are true as she verily believes.  
Gratia B. Irwin.

Sworn to before me and subscribed in my presence this 9<sup>th</sup> day of March, A. D. 1886. (Seal) Edward C. Cole, Notary Public.

Reply

Afterward on the 23<sup>rd</sup> day of November, 1891, a Reply was filed with the clerk of said Court, to wit:

4784

William S. Cartmell, Plaintiff Court of Common Pleas,  
vs. Union County, Ohio.

Gratia B. Irwin, Defendant

The plaintiff for reply to defendants answer says he admits that he was raised by defendant from his childhood as therein alleged up to the time he became of age and denies all the other allegations of said answer and prays judgment as he did in his petition.  
Robinson & Piper, Attorneys for Plaintiff

The State of Ohio, Union County, ss:

William S. Cartmell plaintiff being duly sworn deposes and says the allegations of the above reply are true as he believes.  
W. S. Cartmell.

Sworn to before me and subscribed in my presence.  
R. M. Leroy, Clerk.

Entry

Afterward, on the 23<sup>rd</sup> day of November, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

4784

William S. Cartmell, | Journal 16, Page 66.  
vs.

Gratia B. Irwin

Now comes the parties by their attorneys also came the following named persons as jurors, viz:

- |                                    |                                 |                                       |
|------------------------------------|---------------------------------|---------------------------------------|
| 1 <sup>st</sup> Ed Diggitt,        | 5 <sup>th</sup> John Cochran,   | 9 <sup>th</sup> Samuel Bightler,      |
| 2 <sup>nd</sup> Justus Scheiderer, | 6 <sup>th</sup> Guido Robinson, | 10 <sup>th</sup> John Dawson,         |
| 3 <sup>rd</sup> Ruben Stultz,      | 7 <sup>th</sup> W. F. Jackson,  | 11 <sup>th</sup> John Nicely,         |
| 4 <sup>th</sup> Conrad Weidman,    | 8 <sup>th</sup> A. C. Knox,     | 12 <sup>th</sup> James Shirk who were |

duly impaneled and sworn and this cause came on to be heard on the pleadings and the evidence, and the hour having arrived for adjournment this cause was continued until 8<sup>30</sup> o'clock tomorrow

Entry 4784 morning. Afterward, on the 24<sup>th</sup> day of November, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

William S. Cartmell

vs.

Gratia B. Irwin

Journal 16, Page 68.

This day again came the parties by their attorneys, also came the jury heretofore impaneled and sworn in this case, who having heard the arguments of counsel and the charge of the Court, retired to their room 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 defendant.

Ruben Stults, Foreman.

Motion for New Trial Afterward, on the 24<sup>th</sup> day of November, 1891, a Motion was filed with the Clerk of said Court, to wit:

William S. Cartmell

vs.

Gratia B. Irwin

Court of Common Pleas,

Union County, Ohio.

The plaintiff moves the Court to grant him a new trial in this case for the following causes:

- 1<sup>st</sup>. Misconduct of the Jury.
- 2<sup>nd</sup>. Error committed by the Jury in disregarding the charge of the Court upon the law relating to the items of account other than the three first and the last item contained in said account.
- 3<sup>rd</sup>. The said verdict was contrary to the evidence introduced and given to the Jury.
- 4<sup>th</sup>. The verdict was for the defendant when by the law and the evidence it should have been for the plaintiff.

Therefore plaintiff prays for a new trial in this case.

Robinson & Piper, Attorneys for Plaintiff.

Entry 4784 Afterward, on the 5<sup>th</sup> day of December, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

William S. Cartmell,

vs.

Gratia B. Irwin

Journal 16, Page 90.

This cause coming on for hearing on the motion of the plaintiff to set aside the verdict and for a new trial herein, the Court on consideration thereof overrule the same, to which the plaintiff excepts. And thereupon, on said verdict it is considered and adjudged by the Court, that the said defendant go hence without day and recover from the said plaintiff her costs herein expended, to which the plaintiff excepts.

Entry 4784 Afterward, on the 13<sup>th</sup> day of January, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

William S. Cartmell

vs.

Gratia B. Irwin

Journal 16, Page 106.

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Now comes the plaintiff W. S. Barthell the plaintiff and presents his certain Bill of Exceptions herein which being found by the Court to be true is allowed signed and sealed and on motion is hereby made part of the record of this case.

Attest  
W. S. Barthell  
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 Term, on the 11<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that on the 5<sup>th</sup> day of November, 1891, George E. Fox filed in the Clerk's Office of said Court of Common Pleas the following Petition against Margaratha E. Burns, to wit:

George E. Fox, Plaintiff

In Court of Common Pleas,  
Union County, Ohio.

Petition

vs.

Margaratha E. Burns, Defendant

6280

For a first cause of action against said defendant Margaratha E. Burns, the plaintiff, George Emanuel Fox says there is due him from the said defendant on a certain promissory note of the said defendant the sum of \$200.<sup>00</sup> with interest at six per cent. from the 15<sup>th</sup> day of September, A. D. 1890 payable annually, of which promissory note the following is a copy, to wit:

\$200.<sup>00</sup> Marysville, Ohio, September 15<sup>th</sup>, 1890.

One year after date I promise to pay to the order of George Emanuel Fox two hundred dollars. Value received. Payable at

Interest at six (6) per cent. per annum, payable annually.

N<sup>o</sup> 1.

(Signed) Margaratha E. Burns.

For a second and further cause of action against the said defendant, the plaintiff says that to secure the payment of the above described promissory note and other like promissory notes all dated on the 15<sup>th</sup> day of September A. D. 1890, and made by the said defendant payable to the order of said plaintiff, as follows, viz: N<sup>o</sup> 2. made for \$200.<sup>00</sup> due in two years from said date; N<sup>o</sup> 3. made for \$200.<sup>00</sup> due in three years from said date; N<sup>o</sup> 4. made for \$200.<sup>00</sup> due in four years from said date; and N<sup>o</sup> 5. made for \$200.<sup>00</sup> due in five years from said date, and all bearing interest as in said first cause of action stated, none of said last mentioned notes being yet due. The said defendant duly executed and delivered to the plaintiff herein her certain deed bearing even date with the notes aforesaid, and thereby conveyed to plaintiff, in fee simple the following described real estate, to wit: Situate in the town of Marysville, Union County, Ohio, and being all of Tr lot N<sup>o</sup> 328 of said town (old number 311 of Robinson's Addition.) For a more particular description see recorded plat of said town.

That said deed of mortgage has a condition thereunder

written that if the said defendant should pay or cause to be  
unto said plaintiff her said five promissory notes, the same re-  
presenting the balance of purchase money for said premises, with  
interest as aforesaid, according to the tenor and effect thereof, then  
said deed should be void, otherwise to be, and remain in full force.

On the 7<sup>th</sup> day of October, 1890, at 4<sup>th</sup> 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 30, Page 75 of his records.

The said defendant has wholly failed to pay the first of  
said promissory notes as alleged in said first cause of action  
or any part thereof, though the same is past due, wherefore said  
deed of mortgage has become absolute, and - - -

Therefore, the said plaintiff prays judgment against the  
said defendant in said sum of \$200<sup>00</sup> with interest at 6% per an-  
num thereon, payable annually, from September 15<sup>th</sup>, 1890: That  
foreclosure of said deed of mortgage be decreed, said premises sold  
as upon execution to satisfy said judgment so to be obtained, with  
plaintiff's costs expended in this behalf; and that the balance of  
proceeds of such sale, after payment of said judgment and costs  
be held and applied to the payment of the notes aforesaid not  
yet due, in such manner as shall afford said plaintiff full  
relief in the premises.

James M. Campbell,  
Attorney for Plaintiff.

The State of Ohio,  
County of Union, ss:

George Emanuel Fox being duly sworn on his oath says the  
facts stated in his foregoing petition are, as he believes true.

Geo. Emanuel Fox.

Subscribed and sworn to before me this 5<sup>th</sup> day of November  
A. D. 1891. (Seal) W. J. Hoopes, Notary Public.

6280 Praecipe To Clerk of Common Pleas, Union County, Ohio:

Issue summons on the above named defendant, Margara-  
6280 ratha C. Burns directed to Sheriff of Union County, Ohio, and  
returnable according to law.

James M. Campbell, Attorney for Plaintiff.

6280 Summons

Afterward, on the 7<sup>th</sup> day of November, 1891, a Summons  
was issued by the clerk of said Court, to wit:

6280 The State of Ohio,  
Union County,

To the Sheriff of Union County:

You are hereby commanded to notify Margaratha C. Burns  
that she has been sued by Geo. E. Fox in the Court of Common  
Pleas of Union County, and must answer by the 5<sup>th</sup> day of Dec-  
ember, 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 16<sup>th</sup> day  
of November, A. D. 1891.

Witness my hand and the seal of said Court, this 7<sup>th</sup> day  
of November, A. D. 1891.

(Seal)

R. M. Leroy, Clerk.

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And on the 14<sup>th</sup> 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:

Ser. <sup>y</sup> Return	21
Mileage	36
Copy	20
Total	\$76

The State of Ohio, | Sheriff's Return.  
Union County |  
Received this writ November 7<sup>th</sup>, 1891, at One o'clock  
P. M. and served same by delivering a certified copy  
thereof with the endorsements thereon to the within named de-  
fendant on the 14<sup>th</sup> day of November, 1891.

Thomas Martin, Sheriff.

Afterward, on the 12<sup>th</sup> day of January, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:  
George Emanuel Fox, Plaintiff

vs.

Margaratha E. Burns, Defendant

Journal 16, Page 104

Now comes the plaintiff, by his attorney, and the defendant being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by her to be true, and that she is indebted to plaintiff in the sum of \$216.<sup>00</sup>.

It is therefore considered by the Court that the said plain-  
tiff, George Emanuel Fox, recover from the said defendant, Marga-  
ratha E. Burns, the said sum of \$216.<sup>00</sup> with interest thereon at  
six per cent. per annum from the first day of this term of Court,  
and his costs herein expended.

The Court further finds that in order to secure the pay-  
ment of the sum aforesaid the same being part of purchase mon-  
ey, the said defendant executed and delivered to the said plain-  
tiff her certain mortgage deed as in the petition set forth, and  
on the premises therein described: that said mortgage was duly  
recorded in Book 30, Page 75 of the Records of Mortgages of said  
County, and was filed for record at the time alleged, and that  
the same is a valid lien on the premises described in the pe-  
tition, and that the conditions in said mortgage expressed have  
been broken.

It is therefore adjudged and decreed by the Court  
that unless the defendant Margaratha E. Burns, 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  
11<sup>th</sup> day of January 1892, the said defendant's equity of redemption  
be foreclosed; that said premises be sold, and that an order of  
sale issue therefor to the Sheriff of Union County, Ohio, directing  
him to appraise, advertise, and sell said premises as upon execu-  
tion, and report his proceedings to this Court for further order.

George Emanuel Fox  
vs.

Margaratha E. Burns

Flick & Chapman  
vs. Margaratha E. Burns  
To be consolidated with =  
to be carried on under  
6267

6280

6280

6267

Petition

Fleck & Chapman, Plaintiff  
vs.  
Margaratha E. Burns, Defendant  
& Frank Burns.

Filed October 20, 1891.  
Court of Common Pleas,  
Union County, Ohio.

6267

Plaintiff say they are a partnership doing business in State of Ohio, under the firm name of Fleck & Chapman.

1<sup>st</sup> Cause of Action: The plaintiffs say there is due them from the defendants Margaratha E. and Frank Burns on the account hereto attached marked "A." and made a part hereof the sum of fifty-six <sup>3</sup>/<sub>4</sub> <sup>16</sup>/<sub>100</sub> dollars with interest thereon from the 17<sup>th</sup> day of November A.D. 1890.

2<sup>nd</sup> Cause of Action: And for second cause of action the plaintiffs say the items charged in said account against said defendants Margaratha E. and Frank Burns in the building and construction repair of a certain barn for the said Margaratha E. and Frank Burns and at their order and request, commencing at the date of said first item to wit: on the 20<sup>th</sup> day of February, 1890 and completed at the date of said last item to wit, on the 19<sup>th</sup> day of November A.D. 1890, upon the following described lot of land being all of in- lot N<sup>o</sup> 328 in Robinson's addition of the village of Marysville, Ohio.

And the plaintiff says that within four months after said completion of said labor and materials, to wit: on the 6<sup>th</sup> day of February A.D. 1891 they duly filed with the Recorder of said County of Union an affidavit containing an itemized statement of the amount and value of said materials with all credits and offsets thereon, and a description of the said land on which the said barn and building stands, according to the requirements of the Statute in such cases made and provided, and which was recorded in Mechanics Lien Book, Volume 3 Page 231 whereby said claim became a lien upon said premises and buildings from said 6<sup>th</sup> day of February 1890 and for six years thereafter.

Wherefore the plaintiff prays for a judgment against said Margaratha E. and Frank Burns for said sum of fifty-six <sup>3</sup>/<sub>4</sub> <sup>16</sup>/<sub>100</sub> dollars with interest thereon from the 17<sup>th</sup> day of November, A. D. 1890 and for his costs of suit.

Also that unless the said Margaratha E. Burns or Frank Burns pay to the plaintiff within a short day to be named by the Court, the amount of such judgment the plaintiffs judgment and the costs said premises be ordered to be sold as upon execution and the proceeds of such sale applied to the payment of the plaintiff's said judgment and costs and for all proper relief.

J. M. Kennedy, Attorney for Plaintiff.

State of Ohio,  
Union County, ss:

A. S. Chapman being duly sworn says the facts and allegations of the foregoing petition is as he believes true.

A. S. Chapman.

Sworn to and subscribed by the said A. S. Chapman before me this --- day of October, A. D. 1891.

(Seal)

A. H. Kollfrath, Notary Public.

Summons

6267

Sheriff's Return

Answer

6267

To the  
Court of  
Common Pleas  
of Union  
County,  
Ohio.  
The  
Summons  
issued  
to the  
defendants  
Margaratha  
E. Burns  
& Frank  
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To the Clerk:

Issue Summons in the within action to the Sheriff of Union County, Ohio, indorsed, Foreclosure of Mechanics Lien prayed for amount of claim \$56.<sup>16</sup> with interest from November 19<sup>th</sup>, 1890.

J. M. Kennedy, Attorney for Plaintiff.

Afterward, on the 20<sup>th</sup> day of October, 1891, 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 Mary E. Burns and Frank Burns that they have been sued by Fleck and Chapman in the Court of Common Pleas of Union County, and must answer by the 21<sup>st</sup> 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 2<sup>nd</sup> day of November, A. D. 1891.

Witness my hand and the seal of said Court, this 20<sup>th</sup> day of October, A. D. 1891.

R. M. Crory, Clerk.

Indorsed: In action to foreclose Mechanics Lien. Amount claimed \$56.<sup>16</sup> with interest from November 19<sup>th</sup>, 1890.

And on the 24<sup>th</sup> 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
S. d. Dfts.	15
Mileage	48
Copy	40
Total	133

Union County. Sheriff's Return.

Received this writ October 20<sup>th</sup>, A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to Margaret E. Burns and Frank Burns on the 24<sup>th</sup> day of October, 1891.

Thomas Martin, Sheriff.

Afterward, on the 24<sup>th</sup> day of November, 1891, an Answer was filed with the Clerk of said Court, to wit:

Fleck & Chapman, Plaintiff  
vs.

Court of Common Pleas,  
Union County, Ohio.

Margaratha E. Burns, Defendant  
Now comes the defendant Margaratha E. Burns, and, having first obtained leave of Court files this her defense to the above petition.  
1<sup>st</sup> Cause of Defense: She admits that she is the owner and occupier of the fee simple of in lot N<sup>o</sup> 328 in Robinsons Addition to Marysville Ohio, and that she and the defendant Frank Burns are husband and wife, but she denies each and every other allegation in said petition.

2<sup>nd</sup> Cause of Defense: She says that she bought and occupied said premises since the 7<sup>th</sup> day of October 1890 and that prior to that time she could not improve said premises and she therefore denies that said lumber and material as set forth in Exhibit, (being a Schedule of account) was gotten, used, or employed in constructing, erecting or repairing any barn on her said lot to her knowledge in as

Summons

6267

Sheriff's Return

Answer

6267

stated in said petition.

3<sup>rd</sup> Cause of Defense: This defendant says further that she did not empower or authorize the said Frank Burns to purchase said bill of lumber or building material for her or any part thereof.

4<sup>th</sup> Cause of Defense: This answering defendant further says: that she had no knowledge that the said Frank Burns purchased of the said plaintiff the building material as set forth in their petition and that she never gave her consent thereto nor was not present.

5<sup>th</sup> Cause of Defense: Further answering this defendant says that if the said lumber and building material as set forth in plaintiffs petition was contracted for, purchased, sold and delivered to the said Frank Burns it was on his individual credit and that the charges for the same on said firm's books were against him and that this defendants name was not used until said pretended Mechanics Lien was filed.

Wherefore this defendant Margaratha E. Burns asks that she may go hence without day and recover her costs taxed at 8- and that said pretended Mechanics Lien be declared void and on lien on her separate property.

W. W. Merchant, Attorney for Margaratha E. Burns

State of Ohio,  
Union County ss:

Margaratha E. Burns being first duly sworn says the facts stated and allegations made in her foregoing answer are as she verily believes true.

Margaratha E. Burns.

Sworn to before me and subscribed in my presence this 24<sup>th</sup> day of November, 1891.

(Seal) J. C. Griffith, Notary Public.

Afterward, on the 11<sup>th</sup> day of November, 1891, and Entry was made on the Journal by the Clerk of said Court, to wit:

Fleck <sup>vs</sup> Chapman | Journal 16, Page 43.  
vs  
Margaratha E. Burns et al

This day this cause came on for hearing to consolidate this case with n<sup>o</sup> 6280 of George O. Fox against Margaratha E. Burns under n<sup>o</sup> 6267 which motion was sustained by the Court.

It is therefore ordered that said causes be consolidated under n<sup>o</sup> 6267.

Afterward, on the 3<sup>rd</sup> day of December, 1891, a Demurrer was filed with the Clerk of said Court, to wit:

Fleck <sup>vs</sup> Chapman, Plaintiff | Court of Common Pleas,  
vs | Union County, Ohio.  
Margaratha E. Burns, Defendant

Now comes the plaintiff and demurs to 3<sup>rd</sup>, 4<sup>th</sup>, & 5<sup>th</sup> cause of defense set up in defendants answer and for cause says the same do not state facts sufficient to constitute a defense to said action.

J. M. Kennedy, Att. Atty.

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6267



6267 *Præcipe* Fleck <sup>vs</sup> Chapman

Filed January 26<sup>th</sup>, 1892.

6267 Margaret C. Burns et al.

To Clerk: Issue Order of Sale in the above entitled case to Sheriff of Union County, Ohio, on decree of George C. Fox therein. Jas. M. Campbell, Attorney for Geo. C. Fox. Afterward, on the 26<sup>th</sup> day of January, 1892, an Order of Sale was issued by the Clerk of said Court, to wit:

Order of Sale

6267

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 12<sup>th</sup> day of January 1892 George C. Fox obtained a judgment and decree against Margaratha C. Burns for the sum of two hundred and sixteen <sup>2</sup>/<sub>100</sub> dollars and eight <sup>2</sup>/<sub>100</sub> dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Margaratha C. Burns within five days from the 12<sup>th</sup> day of January, A. D. 1892, pay unto the said George C. Fox the said sum of two hundred and sixteen <sup>2</sup>/<sub>100</sub> dollars with interest from the 11<sup>th</sup> day of January, 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 five days aforesaid have fully expired, and the said sum of two hundred and sixteen and <sup>2</sup>/<sub>100</sub> dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to me of record. We therefore command you, that you proceed without delay, to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements, situate in Union County, Ohio, to wit: In the village of Marysville, and being all of in lot n<sup>o</sup> 328 of said town (old number 311 of Robinson's Addition.

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 day 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 26<sup>th</sup> day of January, A. D. 1892.

R. M. Leroy, Clerk.

And on the 1<sup>st</sup> 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:

she did not chase said bill hereof. rather says: Burns purchased forth in their nor was not. ant says that forth in plam. d delivered to credit and ks were against ed until said. ns asks that ts taxed at 8- red void and. aratha C. Burn. n says the ing answer. a. presence. This. Entry was wit: nsolidate this ha C. Burns Court. lidated under murrer was eas. hio. 5<sup>th</sup> cause of says the same said action. Plf. Atty.

Service	45
Levy	50
Sum. Aprs.	20
Swear. "	25
Writing April.	30
Copy of "	30
Notice to Oth.	30
Affidavits "	30
Writing Notice	30
Mileage	32
Poundage.	3 25
Return	25
Total	\$7 72
Appraisers fee	3 00
Printers fee	9 00

The State of Ohio,  
 Union County, ss: Sheriff's Return.  
 Received this writ the 26<sup>th</sup> day of January, 1892  
 and on the 27<sup>th</sup> day of January A. D. 1892, I called on  
 inquest of N. B. Robb, Lewis Mills, and J. M. Donohoe  
 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: \$800.<sup>00</sup>) under their hands and seals  
 a copy of which I forthwith deposited with the Clerk  
 of the within named Court.

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

And on the 27<sup>th</sup> day of February, 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 Emanuel Fox for the  
 sum of five hundred and thirty-seven dollars (\$537.<sup>00</sup>) being the  
 highest bidder therefor, and the sum bid being more than two  
 thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of  
 Publication  
 6267

Afterward, on the 26<sup>th</sup> day of March, 1892, a Proof of Publication  
 was filed with the Clerk of said Court, to wit:

Fleck & Chapman  
 vs.  
 Margaratha Burns 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, in case N<sup>o</sup>. 6280 consoli-  
 dated with case N<sup>o</sup>. 6267, I will offer for sale at the north door of the  
 Court House, in Marysville, Ohio, on Saturday, February 27<sup>th</sup>, 1892, at  
 or about the hour of one o'clock P. M. on said day the following de-  
 scribed real estate, to wit: Situate in the village of Marysville, County  
 of Union, State of Ohio, and described as follows: Being all of in lot  
 N<sup>o</sup>. 328 of said town (old number 311 of Robinson's Addition.

Appraised \$800.<sup>00</sup> Terms of Sale, cash.  
 The State of Ohio,  
 Union County, ss: Thomas Martin, Sheriff Union County, Ohio

The undersigned, being duly sworn, says that a copy of the  
 annexed notice was published for 5 consecutive weeks in the  
 "Marysville Tribune", a newspaper of general circulation in the  
 County of Union, the first publication beginning with January  
 27<sup>th</sup>, 1892.  
 H. O. Shearer.

(Seal)  
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Sworn to and subscribed before me, this 26<sup>th</sup> day of March 1892.  
R. Mileroy, Clerk.

(Seal)

Entry  
6267

Afterward, on the 11<sup>th</sup> day of February, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Fleck & Chapman

vs.

Margaratha E. Burns et al

Journal 16, Page 134.

This day this cause came on for hearing on the Demurrer of the plaintiff to the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, causes of defense set up in defendants answer. And the Court after being fully advised in the premises does overrule said demurrer. Thereupon the plaintiff asked and was granted leave to amend his petition herein.

Amended  
Petition

6267

Afterward, on the 18<sup>th</sup> day of February, 1892, an Amended Petition was filed with the Clerk of said Court, to wit:

Fleck & Chapman,

John Fleck & Albert S.

Chapman, doing business

in the State of Ohio, Plaintiff

vs.

Margaratha E. Burns

& Frank Burns, Defendant

Court of Common Pleas,

Union County, Ohio.

Now comes the plaintiff and files this his Amended Petition leave of the Court being first had. Plaintiffs say they are a partnership doing business in the State of Ohio under the firm name of Fleck & Chapman.

1<sup>st</sup> Cause of Action:

The plaintiffs say there is due them from the defendants Margaratha E. and Frank Burns, who are husband and wife, upon the account hereto attached marked "A." and made a part hereof, the sum of fifty-six  $\frac{3}{4}$   $\frac{16}{100}$  dollars with interest thereon less the accounts beginning on the 20<sup>th</sup> day of February 1890 and ending the 9<sup>th</sup> day of September, A. D. 1890 inclusive to the amount of \$9.<sup>21</sup>; also less the charge of \$3.<sup>75</sup> of November 19<sup>th</sup>, 1890 for one fed. box leaving a balance due upon said account of (42.<sup>50</sup>) forty-two  $\frac{50}{100}$  with interest thereon from the 19<sup>th</sup> day of November 1890.

2<sup>nd</sup> Cause of Action:

For second cause of action the plaintiffs say the items charged in said account against said defendants Margarette E. & Frank Burns in the building and construction and repair of a certain barn for the said Margarette E. and Frank Burns and at their order and request commencing at the date of said first charge as corrected in the first cause of action herein on the 2<sup>nd</sup> day of October A. D. 1890 and completed on the date of the last item on the 13<sup>th</sup> day of October A. D. 1890 upon the following described lot of land: Being all of In Lot N<sup>o</sup> 328 in Robinson's Addition of the village of Marysville, Ohio, said Margarette E. Burns being the owner thereof. And the plaintiff says

that within four months after said completion of said labor and furnishing said material to wit, on the 6<sup>th</sup> day of February A.D. 1891 they duly filed with the Recorder of said County of Union an affidavit containing an itemized statement of the amount and value of said materials with all credits and offsets thereon (excepting as herein corrected) and description of the said land on which the said barn and building stands according to the requirements of the Statute in such cases made and provided which was recorded in Mechanics Lien Book Vol. 3 Page 231 whereby said claim became a lien upon said premises and building from the 2<sup>nd</sup> day of October 1890 and for six years thereafter. Wherefore plaintiff prays for a judgment against said Margarette C. Burns for said sum of forty-two <sup>34</sup>/<sub>100</sub> dollars with interest thereon from the 17<sup>th</sup> day of November, A.D. 1890 and for his costs herein. Also that unless the said Margarette C. Burns or Frank Burns pay to the plaintiffs within a short day to be named by the Court the amount of such judgment and the costs - said premises be ordered sold as upon execution and the proceeds of such sale applied to the payment of the plaintiffs said judgment and costs and for all proper relief.

State of Ohio.

Union County, ss:

J. M. Kennedy,

Attorney for Plaintiff.

A. S. Chapman, being duly sworn says the facts and allegations in the foregoing petition are as he believes true.

A. S. Chapman.

Sworn to and subscribed by the said A. S. Chapman before me this 18<sup>th</sup> day of February A.D. 1892.

(Seal)

A. H. Krollekrath, Notary Public

Frank Burns <sup>1/4</sup> Margarette Burns,

Bought of Fleck <sup>1/4</sup> Chapman.

1890		Bought of Fleck <sup>1/4</sup> Chapman.	
Feb. 20.	23 # 4 B.B 12 = 276 <sup>100</sup>	Oct. 4.	38 fr P. ft. 180
	7 # 4 do 14 = 98 <sup>374</sup>		12 " elm 1 <sup>50</sup>
Aug. 30	49 fr <sup>1/4</sup> Poplar 3 <sup>2</sup>		2 ps. sash 10x12 <sup>42</sup> 30
	Work		6 fr <sup>1/4</sup> --- 2
	6 fr Poplar cleats 3 <sup>2</sup>		3 ps 6" strap <sup>1/4</sup> S. hinges <sup>15</sup>
Sept. 7 <sup>2</sup>	1 ps. 6x8-20 = 80 <sup>2</sup>		3 hasps + S. yd .10
Oct. 2 <sup>2</sup>	2 " 2x6-14 = 28		1 # 2 <sup>1/2</sup> -clinch nails
	1 " 4x4-16 = 19 <sup>150</sup> 47	Oct. 3	290 fr 8" V. side 20 fr <sup>2</sup>
	1 " 6x6-20 = 60		240" do 18" 180
	1 " 6x8-20 = 80 <sup>140</sup> 280		4 ps 2x4-12 = 32 <sup>170</sup> 55
	1 " 6x8-20 = 112 <sup>250</sup> 280		23 # 14" strap <sup>1/4</sup> S. hinges <sup>5</sup> 115
	305 fr 8" V. side 180		8 bolts <sup>3/8</sup> x 7 2 16
	590" P. ft. 180		16 do <sup>3/4</sup> x 3 2 <sup>220</sup> 32
	4 # 20" wire nail 4 16		1 ps. 6x8-26 = 104 229
	60" 8 do do 5 300		2 hasps + S .10 204 79
	270" 8" V. side 180 480		1/2 # 3" wire nails 03
	2 ps 8" V hinges 25 50		1/4 m. C. shingles 1 <sup>50</sup> 38 41
	1 " 6" strap hinges 3 20	Nov. 19	1 Gard box
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Entry

6267

Afterward, on the 6<sup>th</sup> day of April, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Fleck & Chapman

vs

Journal 16, Page 158.

Margarette C. Burns 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 Sheriff convey to the purchaser George O. Fox, by deed, according to law, the property so sold, and 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 this cause is continued for further hearing on order of distribution of proceeds of said sale.

Answer

6267

Afterward, on the 8<sup>th</sup> day of April, 1892, an Answer was filed with the Clerk of said Court, to wit:

Fleck & Chapman, Plaintiff

vs

This Answer filed November 24<sup>th</sup>, 1892 & refiled April 8<sup>th</sup>, 1892.

Margaratha C. Burns et al

Defendants

Now comes the defendant Margaratha C. Burns, and, having first obtained leave of the Court, files this his defense to the above petition. 1<sup>st</sup> Cause of Defense:

She admits that she is the owner and occupier of the fee simple of In Lot N<sup>o</sup> 328 in Robinson's Addition to Marysville, Ohio and that she and the defendant Frank Burns are husband and wife, but she denies each and every other allegation in said petition.

2<sup>nd</sup> Cause of Defense:

She says that she bought and occupied said premises since the 7<sup>th</sup> day of October 1890 and that prior to that time she could not improve said premises and she therefore denies that said lumber and material as set forth in exhibit (being a Schedule of account) was gotten used or employed in constructing, erecting or repairing any barn on her said lot to her knowledge as stated in said petition.

3<sup>rd</sup> Cause of Defense:

This defendant says further that she did not employ or authorize the said Frank Burns to purchase said bill of lumber or building material for her or any part thereof.

4<sup>th</sup> Cause of Defense:

This answering defendant further says: that she had no knowledge that the said Frank Burns purchased of the said plaintiff the building material as set forth in their petition and that she never gave her consent nor was not present

thereto. 5<sup>th</sup> Cause of Defense:

Further answering this defendant says that the said lumber and building material as set forth in plaintiff's petition was contracted for purchased, sold and delivered to the said Frank Burns it was on his individual credit and that the charges for the same on said firm's books were against him and that this defendant's name was not used until said pretended Mechanics Lien was filed.

Wherefore this defendant Margaratha E. Burns asks that she may go hence withold day and recover her costs taxed at 8- and that said pretended Mechanics Lien be declared void and no lien on her separate property.

W. W. Merchant, Attorney for Margaratha E. Burns  
State of Ohio  
Union County ss:

Margaratha E. Burns being first duly sworn say the facts stated and allegations made in her foregoing answer are, as she verily believes, true.  
Margaratha E. Burns.

Sworn to before me and subscribed in my presence this 24<sup>th</sup> day of November, 1891.

(Seal) J. E. Griffith, Notary Public.

Demurrer

Afterward, on the 14<sup>th</sup> day of April, 1892, a Demurrer was filed with the Clerk of said Court, to wit:

6267

Fleck & Chapman, Plaintiff

vs.

Margaritte E. Burns  
& Frank Burns, Defendants

Court of Common Pleas,  
Union County, Ohio.

Now comes the plaintiff by their attorney J. M. Kennedy and demurs to the 3<sup>rd</sup>, 4<sup>th</sup>, & 5<sup>th</sup> cause of defense set up in the answer of Margaritte E. Burns and for cause says: Said 3<sup>rd</sup>, 4<sup>th</sup>, & 5<sup>th</sup> causes of defense are not sufficient to constitute a defense to said petition.

J. M. Kennedy, Attorney for Plaintiff.

Answer

Afterward, on the 12<sup>th</sup> day of May, 1892, an Answer was filed with the Clerk of said Court, to wit:

6267

Fleck & Chapman,

vs.

Margaritte E. Burns et al

In Common Pleas Court,  
Union County, Ohio.

Now comes the defendant Frank Burns (and having first obtained leave of Court,) and for defense says: That he denies each and every allegation in said Amended Petition.

W. W. Merchant, Attorney for Frank Burns  
State of Ohio,  
Union County ss:

Frank Burns being first duly sworn says: that the facts stated and allegations made in this his answer, is as he believes, true.  
Frank Burns.

Sworn to before me and by said Frank Burns subscribed in my presence this 7<sup>th</sup> day of May, A. D. 1892.

(Seal) John M. Brodrick,  
Notary Public, Union County, Ohio

Entry

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Entry

6.2.67

Afterward, on the 20<sup>th</sup> day of April 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Fleck and Chapman

vs.

Journal 16, Page 176.

Margarette E. Burns et al

This cause now coming on for hearing, on the motion of George E. Fox to fix the priority of liens, distribute proceeds of sale heretofore had in this action, and apportion the costs as between said Fleck & Chapman and said George E. Fox, the Court on consideration thereof and being fully advised in the premises, finds that the said George E. Fox had, by virtue of his lien for purchase money, the first and best lien on the premises described in the petition, and is, therefore, entitled, as against all other liens, to be first paid from the said proceeds of sale; The Court further finds and orders that as between said Fleck & Chapman and said George E. Fox, said George E. Fox be charged with the costs arising on his foreclosure and judgment only; and that the said proceeds costs arising on said motion be charged to said Fleck & Chapman; and that the said proceeds of sale are insufficient to satisfy the claim of said George E. Fox. 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, Ohio, the taxes, penalty and interest, against said property, to wit, the sum of \$---

Secondly: The costs of this action so as aforesaid charged to said George E. Fox, taxed at \$---

Thirdly: To the said George E. Fox the balance of the proceeds of said sale remaining in his hands, to wit, the sum of \$---

Entry

6.2.67

Afterward, on the 4<sup>th</sup> day of May, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Fleck & Chapman

vs.

Journal 16, Page 183.

Margarette E. Burns et al

This day this cause came on for hearing upon the demurrer of plaintiff Fleck & Chapman to the third, fourth and fifth cause of defense in the answer of Margarette E. Burns. And the Court being fully advised in the premises do sustain said demurrer to said 3<sup>rd</sup> & 4<sup>th</sup> cause of defense and overrule the same as to said 5<sup>th</sup> cause of defense.

Entry

6.2.67

Afterward, on the 7<sup>th</sup> day of February, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Fleck & Chapman

vs.

Journal 16, Page 321

Margarette E. Burns et al

This day this cause came on for hearing upon the issues joined between the parties and the parties submitting the same to the Court. The Court after hearing the evidence in the cause and argument of counsel do find for the plaintiff and

assess their damage at the amount prayed for in their petition \$42.<sup>00</sup> with interest thereon from the 19<sup>th</sup> day of November A. D. 1870. It is therefore ordered and adjudged by the Court that the plaintiff recover of Margarette C. Burns and Frank Burns the sum of forty-eight <sup>18</sup>/<sub>100</sub> dollars with interest thereon at 6% and their cost herein taxed at \$--- to which finding and judgment the defendants the defendants gave notice of appeal and the Court fixed the Bond at \$100.<sup>00</sup>

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 11<sup>th</sup> 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 5<sup>th</sup> day of January 1892, a Transcript was filed in the Clerk's Office of said County

Transcript

The State of Ohio

Union County ss: In Probate Court, May Term, 1891.  
John R. Taylor, Administrator  
of Estate of William Murphy, Decd.

vs.  
William H. Murphy & others  
A. N. Murphy, A. J. Murphy, Sarah Barret, Matilda Osterlee, and Rosanna Dafferty, Defendants.

Certified Copy of Journal Entries

Saturday July 18<sup>th</sup>, 1891.

Filing Petition to sell land.

This day came John R. Taylor the plaintiff herein and presented his petition alleging his appointment and qualification as the Administrator with Will annexed of the estate of W<sup>m</sup> Murphy late of Union County, deceased.

That the personal estate of the said W<sup>m</sup> Murphy deceased is wholly insufficient to pay the indebtedness of said estate. That said W<sup>m</sup> Murphy died seized in fee simple of the real estate in the petition described. That he died leaving no widow and W<sup>m</sup> H. Murphy, A. N. Murphy, A. J. Murphy, and Sarah Barret, his only children, entitled to next estate of inheritance to said estate.

And praying that said parties named as defendants be served with notice of the pendency and prayer of said petition and that the plaintiff be authorized and ordered to sell the said real estate in the petition described according to law.

It is therefore by the Court ordered that said petition be filed, that said plaintiff cause notice to be served upon the said defendants in manner and form as by statute required in such cases and said cause then adjourned.

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John R. Taylor, Admr. of the  
Estate of W<sup>m</sup> Murphy, Decd.

Thursday September 10<sup>th</sup>, 1891.

vs.  
William H. Murphy et al.

Petition not sustained.

This day came the parties with their counsel and the cause came on to be heard upon the petition of plaintiff the answer of A. N. Murphy exhibits and testimony was argued by counsel and submitted to the Court.

Whereupon the Court being fully advised in the premises do find the allegations and facts stated in the plaintiffs petition not sufficient to sustain a cause of action.

Whereupon the plaintiff asked leave to file an amended petition by October 5<sup>th</sup>, 1891 which was accordingly granted and cause adjourned to October 10<sup>th</sup>, 1891.

John R. Taylor, Admr. of the  
Estate of W<sup>m</sup> Murphy, Decd.

Saturday, October 10<sup>th</sup>, 1891.

vs.  
William H. Murphy et al.

Journal 12, Page 352.

This day came the parties and the cause came on for hearing. Whereupon on motion and for good cause shown this cause is adjourned to October 17<sup>th</sup>, A. D. 1891.

John R. Taylor, Admr. of the  
Estate of W<sup>m</sup> Murphy, Decd.

Saturday October 17<sup>th</sup>, 1891

vs.  
William H. Murphy et al.

Journal 12, Page 356.

This day this cause came on to be heard parties with counsel being present. Whereupon the defendant move the Court for an adjournment for cause shown.

Whereupon the Court being fully advised in the premises do sustain said motion and cause adjourned to November 16<sup>th</sup>, 1891.

John R. Taylor, Admr. with Will  
Annexed of Estate of W<sup>m</sup> Murphy, Decd.

Monday November 16<sup>th</sup>, 1891

vs.  
William H. Murphy, et al.

Journal 12, Page 382.

This day came the parties by their attorneys and this cause came on to be heard. Whereupon the defendant A. N. Murphy moved the Court for an adjournment of the cause, was argued by counsel and submitted to the Court.

Whereupon the Court being fully advised in the premises do sustain said motion and order said cause adjourned to November 19<sup>th</sup>, 1891 at one o'clock P. M.

John R. Taylor, Admr. of the  
Estate of W<sup>m</sup> Murphy, Decd.

Thursday November 19<sup>th</sup>, 1891.

vs.  
William H. Murphy et al.

Journal 12, Page 386.

This day came the parties by their attorneys and this cause came on to be heard on petition for sale of premises in the petition described. Whereupon on motion and for good cause shown this cause is adjourned to November 28<sup>th</sup>, 1891.

John R. Taylor, Admr. of the Estate of W<sup>m</sup> Murphy, Decd.

Saturday, November 28<sup>th</sup>, 1891.

vs. William H. Murphy et al.

Journal 12, Page 390.

This day came on this cause to be heard by the Court and the Court being satisfied that all the parties in interest have been duly served with legal process and being satisfied from the evidence and the arguments of counsel that the allegations of the petition are true do find for the plaintiff on the issues joined and that it is necessary to sell the premises in the petition described to pay the debts of said decedent.

It is therefore considered and ordered by the Court that said plaintiff proceed to appraise and sell according to law the said premises to pay said indebtedness and for that purpose the Court order said Administrator with the Will annexed to appraise said real estate by the oaths of Levi Keeran, Hugh M<sup>r</sup> Adow, and P. H. Lind, three disinterested freeholders of the vicinity and make due return thereof to this Court and in making such sales the Court orders that the lots "A" & "B" be first sold together and that lots 123 & 124 in the James C. M<sup>r</sup> Bride Addition be sold separately from said lots "A" & "B" but as one property they being the lots willed to Rosanna Dafferty and that they be sold clear of any incumbrances and that the question of distribution on the mortgages of Matilda Osterled and of the claim of Rosanna Dafferty on said lots 123 & 124 be reserved for decision on the confirmation of the sales. To all of which defendants except and the defendant A. N. Murphy gives notice of his intention to appeal to the Court of Common Pleas and the Court fix the Appeal Bond at \$200.

John R. Taylor, Admr. with Will annexed of the Estate of W<sup>m</sup> Murphy Decd.

Saturday December 5<sup>th</sup>, 1891.

vs. William H. Murphy et al.

Journal 12, Page 413.

Now came Robinson & Woodburn counsel for John R. Taylor Administrator with Will annexed of Estate of William Murphy deceased and produced to the Court the appraisement herein made of the real estate described in the petition herein by Levi Keeran, Hugh M<sup>r</sup> Adow, and P. H. Lind in pursuance of a former order of the Court and it appearing upon examination that said appraisement is in all respects regular and correct the same is hereby approved and confirmed.

It is therefore by the Court ordered that John R. Taylor

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Administrator as aforesaid proceed to advertise and sell the real estate aforesaid at public vendue on the premises on the following terms to wit: One-third cash in hand on day of sale and balance in two equal installments due and payable in one and two years respectively with interest and secured by mortgage on the premises sold and make due return to this Court.

The State of Ohio,  
Union County ss:

I, Leonidas Piper, Probate Judge of the Probate Court within and for said County, and in whose custody the files, journals, and Records of said Court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing is taken and copied from Journal 12, Pages 354 &c: of the proceedings of the Probate Court within and for said County, in the matter of John R. Taylor, Admr. against William H. Murphy and others and that said foregoing copies have been compared by me with the original entry on said Journal N<sup>o</sup> 12, Pages 354 &c: and that the same is a correct and full and true transcript thereof.

In Testimony Whereof, I do herewith subscribe my name officially and affix the Seal of said Court at the Court House in Marysville in said County, this 5<sup>th</sup> day of December A. D. 1891. (Seal) Leonidas Piper, Probate Judge.

Afterward, on the 11<sup>th</sup> day of February, 1892, an entry was made on the Journal by the Clerk of said Court, to wit:

Entry  
6317

John R. Taylor Admr. &c:  
vs.  
William H. Murphy et al | Journal 16, Page 135-

This cause having come to this Court on appeal from the Probate Court of this County came on for hearing by the Court, whereupon the Court being fully advised in the premises do find that it is necessary to sell the lands in the petition described to pay the debts of said William Murphy, deceased, and that the allegations of the amended petition are true.

It is therefore considered, ordered and decreed by the Court that said real estate be appraised and sold by said Administrator to pay said debts of said decedent and for that purpose the Court-George M. M<sup>o</sup> Peck, William H. Robb and Thomas J. Brannon appraisers and said Administrator is ordered to appraise said lands and sell said lands in the manner following, to wit: appraise and sell lots A. & B. in said petition mentioned together and lots 123 & 124 in the James E. M<sup>o</sup> Brides Addition be appraised and sold together and that said lands be sold on the following terms, to wit: one-third cash in hand and one-third in one year and the balance in two years from the day of sale with interest from day of sale to be secured by mortgage and thereupon William H. Murphy one of the defendants except to said order gave notice of his intention to appeal to the Circuit Court and the Court fix the Appeal Bond at \$300.00

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28<sup>th</sup> 1891.

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December 5<sup>th</sup> 1891

Page 413.  
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Order of Appraisement & Sale.

Afterward, on the 13<sup>th</sup> day of February, 1892, an Order of Appraisement and Sale was issued by the Clerk of said Court, to wit: The State of Ohio, Common Pleas Court, Union County, ss: Do John R. Taylor, Administrator of William Murphy, Deceased. Greeting:

In obedience to an order and decree of the Common Pleas Court within and for said County, made this day in a certain cause wherein you, as the Administrator of William Murphy Deceased, are Complainant, and the said William H. Murphy, Alexander N. Murphy, A. John Murphy, Sarah Barret, Matilda Osterlee, Rosanna Cafferly are Defendants, you are commanded that by the oaths of George M. M<sup>o</sup>. Peck, W. H. Robt. Thomas J. Bramman judicious and disinterested men of the vicinity, and upon actual view of the premises, you cause a just valuation and appraisement in money to be made; and that when so appraised, you caused to be advertised and sold at public auction, according to law for not less than two-thirds of their appraised value, the following described premises, to wit: Being all of lots A. & B. situated in the village of Magnetic Springs, bounded on the north by Magnetic Street; on the south by a 16 1/2 foot alley on the west by Rose Street; on the east by Will John's Street, each of said lots are 87 1/2 feet by 76 1/2 feet.

Also lots one hundred and twenty-three (123) and one hundred and twenty-four (124) in James E. M<sup>o</sup>. Brides. Addition to said village of Magnetic Springs, said sale to be upon the following terms to wit: One-third cash in hand and one-third in one year, the balance in two years from date of sale. Deferred payments to bear interest from the day of sale, and to be secured by mortgage on said premises.

And be it further ordered, That you make return of your proceedings herein forthwith upon the execution of this order.

Witness my signature, and the seal of said Common Pleas Court, at Marysville this 13<sup>th</sup> day of February, A. D. 1892. (Seal) R. M<sup>o</sup>. Leroy, Clerk.

To the Common Pleas Court of Union County: In obedience to the foregoing order, I have caused an appraisement to be made of the premises therein described, as will more fully appear by the proceedings of the appraisers, hereto annexed. February 16<sup>th</sup>, 1892.

The State of Ohio, Union County, ss: John R. Taylor, Admr. William Murphy, Deceased

On the 17<sup>th</sup> day of February, A. D. 1892, before me, personally appeared George M. M<sup>o</sup>. Peck, W. H. Robt and Thomas Bramman and made solemn oath that they would, upon actual view, honestly and impartially appraise the real estate of William Murphy deceased in pursuance of the foregoing order.

Appraisers: Geo. M. M<sup>o</sup>. Peck, William H. Robt, Thomas M. Bramman.

A. D. 1892

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Sworn to and subscribed, before me, this 17<sup>th</sup> day of February A.D. 1892. M. F. Langstaff, Justice of the Peace.

In obedience to the foregoing order, after being first duly sworn and upon actual view of said premises in the foregoing order described, we, the undersigned appraisers, estimate the value of said real estate of A. & B. lots at \$4000.<sup>00</sup> In lots 123 & 124 at \$1500.<sup>00</sup>.  
Geo. M. McPeck  
Wm B. Robt  
Thos. M. Brannan  
Magnetic Springs,  
February 16<sup>th</sup>, 1892.  
Appraisers.

In pursuance of the foregoing order of sale, I gave notice of sale in due form of law in the Marysville Tribune, a newspaper printed and of general circulation in said County, and at the time and place mentioned in said notices for said sale, to wit: at Magnetic Springs on the 28<sup>th</sup> day of April, 1892, offered said property at public vendue, and sold lots A. & B. to John Duffy for \$2667.<sup>00</sup>. In lot 123 & 124 to Rosa O'Afferty for \$1000., in all thirty-six hundred and sixty-seven dollars and they being the highest and best bidder, and the same being more than two-thirds of the appraised value thereof of each property struck off and sold the same to them for that sum.  
May 5<sup>th</sup>, 1892.

Proof of Publication

John R. Taylor, Admr. of Wm Murphy, Decd.  
Afterward, on the 28<sup>th</sup> day of April, 1892, Proof of Publication was filed with the Clerk of said Court, to wit:  
Administrator's Sale.

In pursuance to an order from the Court of Common Pleas, of Union County, Ohio, the undersigned administrator of the estate of William Murphy, late of said County deceased, will offer for sale on the premises Thursday, April 28<sup>th</sup>, 1892, at or about the hour of one o'clock P. M. on said day, the following described real estate situated in the village of Magnetic Springs, Union County, Ohio, and bounded and described as follows: Being all of lots A. & B. in said village and bounded on the north by Magnetic Streets; on the south by a 16 1/2 foot alley; on the west by Rose Street and on the east by Mill John Street. Each of said lots are 87 1/2 by 76 1/2 feet, and known as the Murphy bath house property. Also lots one hundred and twenty-three (123) and one hundred and twenty-four (124) in James E. Mc Bride's Addition to said village of Magnetic Springs, and being the late residence of William Murphy, deceased.

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.  
John R. Taylor,  
Administrator of the Estate of William Murphy, Decd.

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 30, 1892.

H. O. Shearer.

Sworn to and subscribed before me, this 29<sup>th</sup> day of April 1892  
R. M. Leroy, Clerk.

(Seal)

Entry  
6317

Afterward, on the 4<sup>th</sup> day of May, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

John R. Taylor, Admr.

Journal 16, Page 193.

vs.  
W. H. Murphy et al

This cause came on to be heard on the return of the Administrator of the writ of Order of Sale issued herein, with the report of his proceedings and sale of land and tenements under said.

And the Court, having carefully examined the said proceedings being satisfied that the said sale has in all respects been made in conformity to the provisions of the statute in such case made and provided finds the same to be legal and does therefore approve and confirm the same.

It is further ordered that the Administrator make to the purchasers Rosa Lafferty a deed in fee simple for the lands and tenement so sold, to wit; lots number one hundred and twenty-three (123) and one hundred and twenty-four (124) in James C. Mc Bride's Addition to said village of Magnetic Springs, Union County, Ohio. Also a deed in fee simple for the lands and tenements sold to John Duffly and Albert J. Murphy described as follows, to wit: Being all of lots A & B situated in said village of Magnetic Springs bounded on the north by Magnetic Street; on the south by a 16 1/2 foot alley on the west by Rose Street; on the east by Will Johns Street, each of said lots are 87 1/2 feet by 76 1/2 feet more or less.

And a writ of possession is awarded to put said purchasers in possession of said premises. And the Court coming to the distribution of the purchase money in the hands of the Administrator order that he -

First: To the Treasurer of this County the taxes and penalty due upon the property so sold to wit, the sum of \$---

Secondly: To the Clerk of this Court the costs of this action including a counsel fee of \$103.<sup>34</sup> to Robinson & Woodburn for their services herein, taxed at \$---

Thirdly: And of the residue of the proceeds of said sale to the plaintiff John R. Taylor, Administrator of the estate of William Murphy, Deceased.

Attest  
R. M. Leroy  
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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 4<sup>th</sup> 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 29<sup>th</sup> day of July, 1891, Susan Merritt filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Charles C. Hardin et al.

Petition

6.2.29

Susan Merritt, Plaintiff

vs.

Charles Hardin, Harvey Blue,  
Adam Blue, Lewis Baker,  
Stewart Younger, William Cobb.

Defendants

The State of Ohio,

Union County ss:

To the Court of Common Pleas.

The plaintiff Susan Merritt says: That she is the daughter of Daniel Wooley deceased, and that on or about the 25<sup>th</sup> day of April 1863 the said Daniel Wooley made and published his last Will by the terms of which he provided that his sons, John, Jefferson and William should have his land, "When they paid or caused to be paid unto Elisabeth, Susan, and Caroline Wooley each the sum of \$200." There was no date fixed for the payment of said sum of money but the devise was as before stated, a copy of the will of said Daniel Wooley is hereto attached marked "A" and made part hereof. At the date of the execution of said Will the said Daniel Wooley had not received a deed for the lands hereinafter described but had an equitable title for the same.

After the death of said Daniel Wooley his Will was duly admitted to Probate, and on the 21<sup>st</sup> day of July 1866 Charles H. James made and executed a deed to the heirs of Daniel Wooley to be held according to the terms of his will for the real estate described as follows:

Situate in the County of Union and State of Ohio, and part of Survey n<sup>o</sup>: 9920, beginning at a stake in the west line of Survey S. W. corner to land deeded to C. M. Adams by C. H. James: thence N. 79<sup>o</sup> E. 63<sup>5/10</sup> poles to a stone witness 3 beeches: thence S. 10<sup>1/2</sup> E. 756<sup>11/10</sup> poles to a stone in the center of the Essex and East Liberty road: thence S. 69<sup>3/4</sup> E. 43<sup>7/10</sup> poles to a stone in the road corner to Cheney's land: thence S. 10<sup>1/2</sup> E. 180<sup>6/10</sup> poles to a stone to be placed in bed of creek, witness sycamore, buckeye, and hickory: thence S. 79<sup>o</sup> 42' N. 105<sup>7/10</sup> poles to a stone witness beech and lynn in N. line of Survey 9920: thence N. 10<sup>o</sup> W. and with the line of Survey 278<sup>15/10</sup> poles to the place of beginning containing 159<sup>7/10</sup> acres more or less.

The said Daniel Wooley died in the year 1863 in Athens County Ohio, but his estate was not settled so far as the Probate records for said County show. Said Elisabeth and Caroline have been paid. It was part of the terms of the Will of

said Daniel Wooley that his wife Louisa Wooley should have all his property during her natural life, and then to go to said John, Jefferson, and William Wooley when they paid the said Susan, Caroline and Elizabeth the sum of \$200. each.

The said Louisa Wooley died on the 12<sup>th</sup> of September 1881. Before the death of said Louisa the said John, Jefferson, and William Wooley, made deeds of conveyance of the land above described to various parties, but they never paid to the plaintiff any part of the said sum of two hundred dollars provided in said Will. The plaintiff says that in the year 1871 she was married to George Merritt and that she has ever since been his wife and they are still living together, and that no part of the legacy bequeathed to her by the terms of the said Will of her father has been paid to her. The said legacy is a condition precedent to the title of the said sons of said testator in said lands, and is a charge on the same.

The said Adam Blue is now in the possession of 13 acres of said land claiming title through the said sons of said Daniel Wooley, and the said Harvey Blue is in possession of 25 acres of said land, and the said Charles Bardin is in possession of 23 acres of said land claiming title through the said sons of said Daniel Wooley, and the said Lewis Baker is in possession of 7 <sup>7</sup>/<sub>8</sub> acres of said land, and said Stewart Young is in possession of 26 <sup>3</sup>/<sub>4</sub> acres of said land, and the said William Cobb is in possession of 6 <sup>3</sup>/<sub>4</sub> acres of said land, all claiming title through the said sons of said Daniel Wooley, but their said title is subject to the charge of the said Susan Merritt on the same. The plaintiff says that the said parties defendant and the parties through whom they claim have had the possession of said lands since the death of said Louisa Wooley, and have had the use and profit of the same.

The plaintiff therefore prays the Court that the said legacy shall be declared a charge on all of said land, and that the same may be enforced, and that the Court may make such order against the defendants as may be right and proper and that unless said sum of two hundred dollars with interest from the 12<sup>th</sup> day of September 1881 be paid to the plaintiff by a short day to be by the Court named then that said lands be ordered sold, and the proceeds applied to the payment of said legacy and cost and for all such other and further relief as may be equitable and just.

The State of Ohio,  
Union County ss:

J. L. Cameron,  
Attorney for Plaintiff.

J. L. Cameron being sworn says he is the attorney for the plaintiff duly authorized, that the plaintiff is a non-resident of said County and that affiant believes the allegations in the foregoing petition to be true.

Sworn to before me and signed in my presence this 29<sup>th</sup> day of July, 1891. (Seal) R. M. Leroy, Clerk of Court.

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Will of Daniel Wooley:

I, Daniel D. Wooley of sound mind and memory but feeble in body do make this my last Will and Testament as follows to wit: "To my wife Louisa I will and bequeath all my property both personal and real during her natural life. After the death of my wife then I will and bequeath to my sons John Wooley, Jefferson Wooley and William Wooley the whole of my estate real and personal (except the farm known as the M. F. Wilson farm which belongs to my wife Louisa Wooley) when they shall pay or cause to be paid to Elizabeth Wooley, Susan Wooley and Caroline Wooley each the sum of two hundred dollars.  
And I do hereby appoint my wife Louisa Wooley my executrix of this my last Will and Testament.

I do hereby will and bequeath to James Wooley and Michael Wooley, my sons, and to my daughter Elizabeth Jane Carter each the sum of one dollar.  
April 25<sup>th</sup>, 1863 Daniel Wooley  
B. Fulton Witness.  
John Johnson

Procipe

To the Clerk: Filed July 27<sup>th</sup>, 1891.  
Issue Summons for defendants returnable according to law.  
J. L. Cameron, Attorney.

Summons

Afterward, on the 29<sup>th</sup> day of July, A. D. 1891, a Summons was issued by the Clerk of said Court, to wit:

6229

The State of Ohio,  
Union County, To the Sheriff of Union County:  
You are hereby commanded to notify Charles Cardin, Harvey Blue, Adam Blue, Lewis Baker, Stewart Younget and William Cobb that they have been sued by Susan Merritt in the Court of Common Pleas of Union County, and must answer by the 29<sup>th</sup> 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 10<sup>th</sup> day of August A. D. 1891.  
Witness my hand and the seal of said Court, this 27<sup>th</sup> day of July A. D. 1891.  
(Seal) R. M. Crory, Clerk.

Sheriff's  
Return

And on the 1<sup>st</sup> day of August, 1891, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

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Copy	1 20
Total	5 80

The State of Ohio. | Sheriff's Return.  
Union County |  
Received this writ 29<sup>th</sup> day of July, A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to Harvey Blue, Lewis Baker and William Cobb on the 31<sup>st</sup> day of July 1891. Charles Cardin and Adam Blue and Stewart Younget were not found in my County.  
Thomas Martin, Sheriff.

6229 Susan Merritt, Plaintiff  
 vs.  
 Consolidated Charles E. Hardin et al. Defendants  
 with

Petition filed July 29<sup>th</sup>, 1891.

6302 John B. Waight, Plaintiff  
 vs.  
 Charles Hardin, Joseph L. Baldwin, J. B. Graham, William N. Hardin and John Markey. Defendants.

In the Union County Court of Common Pleas.

Petition filed December 16<sup>th</sup>, 1891.

The plaintiff says that the defendant Charles E. Hardin is indebted to him in the sum of one hundred dollars with interest since the 1<sup>st</sup> day of December, 1891, for that on the 15<sup>th</sup> day of August 1891, said Charles E. Hardin executed and delivered to Joseph L. Baldwin his promissory note in writing of that date thereby promising to pay December 1<sup>st</sup>, 1891 to his order the sum of one hundred dollars a copy of said note is in the words and figures following: "\$100." December 1<sup>st</sup>, 1891, I promise to pay to the order of Joseph L. Baldwin one hundred dollars for value received with interest after maturity.

August 15<sup>th</sup>, 1891. Charles E. Hardin.

Said note is endorsed as follows: "Pay to the order of J. B. Waight, Joseph L. Baldwin."

Plaintiff says he is the legal owner and holder of said note, that no payments have been made thereon, that there is due the plaintiff from the said Charles Hardin thereon the sum of one hundred dollars with interest since December 1<sup>st</sup>, 1891. Second: For a second cause of action this plaintiff says the defendant Charles E. Hardin is indebted to this plaintiff in the sum of one hundred dollars with interest since December 1<sup>st</sup>, 1891 for that on the 15<sup>th</sup> day of August 1891, said Charles E. Hardin executed and delivered his promissory note in writing thereby promising to pay to the order of Joseph L. Baldwin the sum of one hundred dollars December 1<sup>st</sup>, 1891, a copy of said note is in the words and figures following:

"\$100." December 1<sup>st</sup>, 1891, I promise to pay to the order of Joseph L. Baldwin one hundred dollars for value received with interest after maturity.  
 August 15<sup>th</sup>, 1891. Charles E. Hardin.

Said note is endorsed as follows: "Pay to the order of J. B. Waight, Joseph L. Baldwin."

This plaintiff says he is now the legal owner and holder of said note, that no payments have been made thereon, that there is due this plaintiff from the defendant Charles E. Hardin thereon the sum of one hundred dollars with interest since December 1<sup>st</sup>, 1891.

Third: For a third cause of action this plaintiff says that said Charles E. Hardin to secure the payment of said notes on the said 15<sup>th</sup> day of August 1891, executed and delivered to Joseph

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L. Baldwin his mortgage deed upon the following described real estate situate in Jackson Township in Union County and State of Ohio and bounded and described as follows: Survey N<sup>o</sup> 2720.

Beginning at a stone in the center of the Marion and Bellefontaine State Road N. W. corner to a lot of land containing 30.21 acres of land conveyed by Michael F. Wooley to Manah Blum on the 2<sup>d</sup> of November 1867; thence with the west line of said lot S. 10° E. 125 poles to a stone in the north line of William Cobb's land; thence with said line N. 70° E. 33 poles to a stone; thence N. 10° W. 105 poles to a stone in the center of said Marion and Bellefontaine road; thence with the center of said road N. 67° W. 39 poles to the place of beginning except a strip on the west side 20 feet wide for a road for William Cobb.

Said mortgage had the condition therein written that if said Charles E. Hardin should pay said notes and perform certain other things therein mentioned then said mortgage was to be void.

This plaintiff says that the condition of said mortgage has been broken by the failure of said Charles E. Hardin to pay said notes. This plaintiff says that the defendants Joseph L. Baldwin and J. B. Graham have an interest in the condition of said mortgage and that the defendant William N. Hardin, John Markey claims an interest in said land.

The plaintiff says that by reason of the premises there is now due him from Charles E. Hardin the sum of \$200 with interest since December 1<sup>st</sup>, 1891. He prays that he may have a judgment against the defendant Charles E. Hardin for said sum of \$200 with interest since December 1<sup>st</sup>, 1891, and that the other defendants may be required to set up their interest in said mortgage and said real estate, that if the defendant fail to pay the said judgment within a day to be named by the Court then that said real estate may be sold according to law and this plaintiff may be ordered paid the amount of his claim according to the priority thereof.

J. B. Waight, in person  
Cole & Bales.

State of Ohio,  
Knox County.

J. B. Waight being duly sworn according to law says the facts stated in his foregoing petition are true as he verily believes.  
J. B. Waight.

Sworn to before me and subscribed in my presence this 9<sup>th</sup> day of December, 1891.  
(Seal) D. O. Webster, Notary Public.

We hereby waive summons and enter our appearance to the foregoing petition.  
Joseph L. Baldwin,  
James B. Graham.

Præcipe To the Clerk:

Issue Summons in the above entitled case to Sheriff of Licking County, Ohio, returnable according to law for Charles E. Hardin and to Sheriff of Marion County, Ohio for William Hardin and John Markey returnable according to law. Endorsed: Action for money

amount claimed \$200<sup>00</sup> with interest from December 1<sup>st</sup>, 1891<sup>nd</sup> for  
 closure of mortgage and equitable relief.

Col<sup>ly</sup> Bales, Attorney for Plaintiff.

Summons

Afterward, on the 16<sup>th</sup> day of December, 1891, a Summons was  
 issued by the Clerk of Court indorsed to wit:

6302

The State of Ohio,  
 Union County: To the Sheriff of Dicking County:

You are hereby commanded to notify Charles F. Hardin  
 that he has been sued by John B. Waight in the Court of Common  
 Pleas of Union County, and must answer by the 16<sup>th</sup> day of Jan-  
 uary 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 28<sup>th</sup>  
 day of December A. D. 1891.

Witness my hand and the seal of said Court, this 16<sup>th</sup> day  
 of December A. D. 1891.

(Seal) R. McCreary Clerk

Indorsed: action for money. Amount \$200<sup>00</sup> with interest from  
 December 12<sup>th</sup>, 1891, and Foreclosure of mortgage and equitable relief.

Sheriff's  
 Return

And on the 26<sup>th</sup> 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:

Ser. <sup>y</sup> Return	\$	30
Docket		10
Mileage		16
Copy		20
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Total	\$	80

The State of Ohio,  
 Dicking County | Sheriff's Return.

Received this writ December 17<sup>th</sup>, A. D. 1891, at 4 o'clock  
 P. M. And the within named Charles F. Hardin  
 not found in said Dicking County, Ohio.

A. J. Crilly, Sheriff  
 By W<sup>m</sup> Davine, Deputy.

Summons

Afterward, on the 16<sup>th</sup> day of December, 1891, a Summons  
 was issued by the Clerk of said Court indorsed, to wit:

6302

The State of Ohio  
 Union County | To the Sheriff of Marion County:

You are commanded to notify William N. Hardin<sup>2nd</sup>  
 John Markey that they have been sued by John B. Waight in  
 the Court of Common Pleas of Union County, and must an-  
 swer by the 16<sup>th</sup> day of January A. D. 1892, or the petition of  
 the said plaintiff will be taken as true, and judgment ren-  
 dered accordingly.

You will make due return of this summons on the  
 28<sup>th</sup> day of December A. D. 1891.

Witness my hand and the seal of said Court, this 16<sup>th</sup>  
 day of December A. D. 1891.

(Seal) R. McCreary, Clerk.

And on the 29<sup>th</sup> 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,  
 Marion County | Sheriff's Return.

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Copy	32
Total	3 32

Received this writ December 18<sup>th</sup>, A. D. 1891, at 2 o'clock P. M. and served same on December 26<sup>th</sup>, 1891, by delivering a true and certified copy of this summons with the endorsements thereon to the within named John Markey personally by leaving a copy as aforesaid at the usual place of residence of the within named W<sup>m</sup> N. Cardin.  
 P. Kelly, Sheriff.  
 By S. B. Rice, Deputy.

Summons endorsed, to wit: Action for money. Amount claimed \$200<sup>00</sup> with Interest from December 1<sup>st</sup>, 1891, and Foreclosure of Mortgage.

Afterward, on the 26<sup>th</sup> day of December, 1891, an Answer and Cross-Petition was filed with the Clerk of said Court, to wit:

The State of Ohio,  
 Union County ss:  
 John Waight, Plaintiff  
 vs.  
 Charles E. Cardin, Joseph L. Baldwin, J. B. Graham, William N. Cardin 2nd and John Markey, Defendants

In Court of Common Pleas.

Now comes the defendant John Markey, and for Answer and Cross-Petition herein says: That the defendant Charles E. Cardin, did, on the 16<sup>th</sup> day of January, 1888, execute and deliver to the defendant William N. Cardin his certain mortgage deed conveying to said defendant William N. Cardin, the following described real estate: Situated in the Township of Jackson County of Union, and State of Ohio, and known as part of Survey N<sup>o</sup> 9920. Beginning at a stone in the center of the Marion and Bellefontaine State Road north-west corner to a lot of land containing 30.2<sup>1</sup> acres conveyed by Michael P. Wooley to Noah Blue on the 22<sup>nd</sup> day of November 1869: thence with the west line of said lot south 10<sup>o</sup> east 125 poles to a stone in the north line of William Cobb's land: thence with said line north 80<sup>o</sup> east 38.4<sup>0</sup> poles to a stone; thence north 10<sup>o</sup> west 105 poles to a stone in the center of said Marion and Bellefontaine road: thence with the center of said road north 69<sup>o</sup> west 39 poles to the place of beginning (except a strip of land on the west side 20 feet wide for a road for William Cobb) containing 23 acres of land. It being the object of said mortgage to convey 11 1/2 acres off of the east side of said premises.

Said mortgage deed was given to secure the payment of the sum of two hundred and seventy-five dollars (\$275<sup>00</sup>) with interest at the rate of 6% from the 17<sup>th</sup> day of December A. D. 1887. Said mortgage deed was on the 17<sup>th</sup> day of January A. D. 1888 left for record with the Recorder of Union County, Ohio, and recorded in Volume 24 Page 537 of the Records of Mortgages of said County, and thereby became and still is a valid and subsisting first lien on said premises. On the 26<sup>th</sup> day of January A. D. 1888 said William N. Cardin assigned said mortgage and

the notes secured thereby to said defendant John Markey in the words and figures following:

For value received of John Markey I hereby assign to John Markey all my title and claim to the within mortgage with the notes mentioned in this mortgage January 26<sup>th</sup>, 1888.

William N. Hardin.

The interest on said sum of two hundred and seventy-five dollars has been paid to January 1<sup>st</sup>, 1890, and no other payments have been made thereon; and there is now due said John Markey upon said notes and mortgage the sum of two hundred and seventy-five (\$275<sup>00</sup>) with interest at six per cent. from the 1<sup>st</sup> day of January, A. D. 1890.

Wherefore said defendant, John Markey prays that said premises may be sold and his claim first satisfied out of the proceeds thereof, and for all proper relief.

John Markey per  
Geo. D. Crofeland  
D. W. Ayers, his Attorneys.

The State of Ohio,  
Union County ss:

D. W. Ayers being duly sworn says that he is one of the attorneys of said defendant John Markey, duly authorized herein; that said John Markey is not a resident of Union County, <sup>34</sup> is now absent from said County; and that the statements contained in the foregoing answer and cross-petition are true as affiant believes.

D. W. Ayers.

Sworn to before me by D. W. Ayers and by him subscribed in my presence this 26<sup>th</sup> day of December A. D. 1890.

R. M. Leroy, Clerk of Court.

Answer  
of  
William  
N. Hardin

Afterward, on the 1<sup>st</sup> day of January, 1892, an Answer was filed with the Clerk of said Court, to wit:

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

And now comes William N. Hardin and files his answer herein and for such says: That he is the owner of the following real estate described in said petition of the plaintiff herein subject to the mortgage of John Markey and one given to Joseph Baldwin to wit: Situated in Jackson Township in said County of Union and being part of Survey 9920. Beginning at a stone in the center of the Marion and Bellefontaine State Road N. W. corner to a lot of land containing 30. <sup>21</sup>/<sub>100</sub> acres conveyed by M. J. Woolley to Mammal Blue on the 2<sup>nd</sup> day of November 1869: thence with the west line of said lot S. 10° E. 125 poles to a stone in the N. line of W<sup>m</sup> Cobb's land: thence with said line N. 80° E. 33 <sup>40</sup>/<sub>100</sub> poles to a stone: thence N. 10° W. 105 poles to a stake in the center of said Marion and Bellefontaine road: thence with the center of said road N. 69° W. 39 poles to the place of beginning except a strip on the west side 20 feet wide for a road for W<sup>m</sup> Cobb, containing 23 acres of land more or less.

He prays that said land may be sold and said Markey mortgage and Baldwin mortgages may be paid out of the proceeds

6302.

Proof of Publication

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and that the balance of the proceeds be awarded and adjudged to him and he be paid the same and for all proper relief.

The State of Ohio,  
Union County, ss:

W<sup>m</sup> N. Hardin, by  
Johnston & Young his Attorneys

William N. Hardin being first duly sworn says: that the facts stated and allegations made in the foregoing Answer are true as he verily believes.

William N. Hardin.

Sworn to before me by W<sup>m</sup> N. Hardin and by him signed in my presence this 31<sup>st</sup> day of December 1891.

Geo. D. Copeland, Notary Public,  
Marion County, Ohio.

Affidavit

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

J. B. Waight, Plaintiff

Court of Common Pleas,  
Union County, Ohio.

vs.  
Charles F. Hardin et al

State of Ohio, Union County ss:

Edward C. Cole being first duly sworn says he is one of the attorneys for the plaintiff in the above entitled case and that the residence of the defendant Charles F. Hardin is unknown and cannot with reasonable diligence be ascertained.

Edward C. Cole.

Sworn to and subscribed before me this 1<sup>st</sup> day of January 1892.

(Seal) R. M. Leroy, Clerk of Court.

Proof of Publication

Afterward, on the 16<sup>th</sup> day of February, 1892, a Proof of Publication was filed with the Clerk of Court, to wit:

Legal Notice

Charles F. Hardin, whose residence is unknown, will take notice that on the 16<sup>th</sup> day of December 1891, John B. Waight filed his petition in the Court of Common Pleas of Union County, Ohio in case N<sup>o</sup> 6302 against the above named party and other defendants praying for the foreclosure of a mortgage made by Charles F. Hardin to Joseph L. Baldwin conveying land in Survey 9920 Jackson Township, Union County, Ohio, given to secure two promissory notes of \$100.00 each dated August 15<sup>th</sup>, 1891, both due December 1<sup>st</sup>, 1891, and two of said notes were duly assigned by said Joseph L. Baldwin to John B. Waight, plaintiff.

Said parties are required to answer on or before the 27<sup>th</sup> day of February 1892 or judgment may be taken.

John B. Waight.

Cole & Bales, Attorney for Plaintiff

The State of Ohio,  
Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, the first publication beginning with January 7<sup>th</sup>, 1892.

A. J. Ware.

Sworn to and subscribed before me this 16<sup>th</sup> day of February 1892. (Seal) R. McCreary, Clerk.

Answer

Afterward, on the 12<sup>th</sup> day of January, 1892, an Answer was filed with the Clerk of said Court, to wit:

6302

J. B. Wright, Plaintiff

vs.

Charles E. Hardin et al Defendants

In the Court of Common Pleas Union County, Ohio.

Susan Merritt having by leave of the Court been made party hereto for her answer and cross petition says: That the lands in the petition described were formerly owned by Daniel Wooley father of this defendant. That said Daniel Wooley by his last Will which was duly admitted to Probate and is now on record in the Probate Court of this County devised said land to his sons, John, Jefferson and William Wooley on the condition that they paid to certain daughters of said Daniel including this defendant the sum of two hundred dollars each. That all the title the said Charles E. Hardin ever acquired to said lands was through said will and through conveyances made by said sons of Daniel Wooley.

Said lands were formerly a part of a tract of about 156 acres of land all of which was by the terms of said Will charged with the payment to this defendant of the said sum of two hundred dollars as aforesaid. The said sons never paid said money or any part of it to this defendant and she brought a suit in this Court which is now pending here against all the parties occupying said 156 acres of land including said Hardin but she failed to get service of summons on him leaving out of the County. That the just proportion of said \$200.<sup>00</sup> with its interest which said Hardin should pay and the lands to the petition stands charged with is forty dollars and twenty-five cents.

This defendant has executed a deed of quit-claim for her interest and all claims of said lands in the petition described to Charles E. Hardin and without which the title to said lands is incomplete, and this defendant now brings said deed into Court for the use of said Charles E. Hardin and those claiming under him to be delivered upon the payment of the said sum of \$40.<sup>25</sup> which is now a charge on said lands and prior to the claims of any of the parties hereto.

This defendant asks that if said lands are sold that out of the purchase money she be paid first said sum of \$40.<sup>25</sup> and that the Court make such order in regard to the delivery of said deed either to said Charles E. Hardin or to the purchaser of said sale as may be right and proper, and that this defendant rights may be protected and all proper relief granted her.

By J. L. Cameron, Attorney.

State of Ohio, Union County ss:

J. L. Cameron being sworn says he is the attorney for the

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Answer  
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defendant Susan Merritt duly authorized, that she is a non  
resident of said County and affiant believes the facts stated  
in the foregoing answer to be true. J. L. Cameron.

Sworn to before me and signed in presence this 12 day of  
January 1892. R. M. Leroy, Clerk.

By N. M. Winger, Deputy.

Answer  
of  
D. A. White

Afterward, on the 1<sup>st</sup> day of February, 1892, an Answer  
was filed with the Clerk of said Court, to wit:

John B. Waight

vs

Court of Common Pleas,  
Union County, Ohio.

6302

Charles E. Hardin et al

Now comes the said Daniel A. White, and having obtained  
leave of Court to be made a party defendant herein, for his answer  
to the petition says: He is the duly appointed and qualified Guard-  
ian of Cora Blue and Armina Blue, minor children of Mary A. Blue  
deceased. That on the 13<sup>th</sup> day of August 1881, Clara J. Hardin  
and Mary J. Spur were the owners in fee simple of the undivided  
one-half of the following described premises, to wit: Situated in the  
Township of Jackson in the County of Union and State of Ohio.

Beginning at a stone in the center of the Marion and  
Bellefontaine State road and north-west corner to a lot of land con-  
taining 30<sup>26</sup> acres conveyed by Michael F. Woolley to Manoah Blue on  
the 2<sup>nd</sup> day of November 1869; thence with the west line of said lot S. 10<sup>o</sup>  
E. 125 poles to a stone in the north line of William Cobb's land; thence  
with said line N. 80<sup>o</sup> E. 33<sup>70</sup> poles to a stone; thence N. 10<sup>o</sup> W. 105 poles  
to a stone in the center of said Marion and Bellefontaine State road;  
thence with the center of said road N. 69<sup>o</sup> W. 39 poles to the beginning  
excepting a strip for road way 20 feet off the west side of land hereto-  
fore conveyed to W<sup>m</sup> Cobb, leaving and containing 23 acres of land,  
being the same premises described in the petition.

That on said 13<sup>th</sup> day of August 1881, said Clara J. Hardin  
Mary J. Spur and Charles E. Spur, her husband, conveyed by quit-  
claim deed to said Mary A. Blue, the undivided the one-half of  
said 23 acres, to wit: 1 1/2 acres which is recorded in Volume 53,  
Page 309 of Union County Records of Deeds. That afterwards to wit,

on or about the --- day of 1883 the said Mary A. Blue departed  
this life intestate and seized in fee of the said 11 1/2 acres of land.

Said Mary A. Blue left six children, to wit: Clara J. Hardin  
Mary J. Spur, Charles E. Hardin (one of the defendants herein) and  
William N. Hardin, and the said Cora and Armina Blue, child-  
ren by her last husband Manoah Blue, and at the death of said  
Mary A. Blue said Cora and Armina Blue invested a sixth in-  
terest each in said 11 1/2 acres from their said mother, and said  
interest has never been conveyed or disposed of to any person, or  
encumbered in any manner by said Cora or Armina Blue or  
by any person for them lawfully authorized, and said wards  
are still the owner in fee unencumbered of the undivided two-sixths  
(2/3) of said 11 1/2 acres.

Wherefore said Daniel A. White, Guardian, as aforesaid

prays, that the prayer of the petition so far as it concerns said two sixths interest of said wards be denied, that the interest of his said wards be protected in the premises and for all proper relief.

State of Ohio,  
Union County ss:

S. S. Gardiner, Attorney for  
D. A. White, Guardian.

Daniel A. White being duly sworn says the facts and allegations in the foregoing answer are true as he believes.  
D. A. White.

Sworn to and subscribed before me this 27<sup>th</sup> day of January 1892.  
Jason Case, J. P.

Entry  
6302

Afterward, on the 20<sup>th</sup> day of April, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

John B. Waight, Plaintiff  
vs.  
Charles C. Hardin, W<sup>m</sup> N. Hardin,  
Susan Merritt, John Markey,  
Joseph B. Baldwin, James B. Graham, Cora Blue, Armina Blue, minors by D. A. White their Guardian, Defendants.

Journal 16, Page 178.

This cause coming on for hearing on the petition of the plaintiff the answer and cross-petition of W. N. Hardin, the answer and cross-petition of Susan Merritt, the answer and cross-petition of John Markey and the answer and cross-petition of Cora and Armina Blue by their Guardian D. A. White and the evidence, and the Court find that the defendant Charles C. Hardin has been duly served with notice of the pendency and prayer of the petition herein by publication and proof of publication being offered is found in all respects regular and according to law and is hereby approved and that he is in default for answer and demurrer and that the allegations of the petition are thereby confessed by him to be true; the Court further find that the defendants Joseph B. Baldwin and James B. Graham have waived Summons and entered their appearance herein and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true.

And the cause was submitted to the Court on the petition of the plaintiff and the answer and cross-petition of W<sup>m</sup> N. Hardin and the answer and cross-petition of the defendants Cora and Armina Blue and the evidence, and on consideration thereof the Court find on the issue joined that the defendants Charles C. Hardin is in default for answer and demurrer and that the allegations in said pleading are thereby confessed by him to be true and that the said defendants Cora Blue and Armina Blue each own in fee simple the undivided one-sixth part of the undivided one half of the premises described in the petition and that the mortgage set up and described in the petition is a good and valid lien on the undivided five-sixths of said premises that being the interest of said Charles C. Hardin

Summons  
6302

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when set forth in the petition was executed.

The Court further finds that there is due to the plaintiff from the defendant Charles C. Gardin on the promissory notes set forth in the petition with interest to the 19<sup>th</sup> of April 1892 the date of this decree the sum of two hundred and four and <sup>63</sup>/<sub>100</sub> (\$204.<sup>63</sup>) dollars and that said notes were duly assigned to plaintiff and that he is the legal holder of same.

The Court further find that in order to secure the payment of said notes the defendant Charles C. Gardin executed and delivered to Joseph B. Baldwin, who assigned the two notes described in the petition secured thereby to the plaintiff, his certain mortgage as in the petition described and on the premises therein described; that said mortgage was duly recorded in Volume 30, Page 627 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the undivided five-sixths part of 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 \$204.<sup>63</sup> with interest from April 19<sup>th</sup>, 1892, and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Charles C. Gardin 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 19<sup>th</sup> day of April 1892, the defendant's equity of redemption be foreclosed and the undivided five-sixths (<sup>5</sup>/<sub>6</sub>) of said premises be sold and that an order of sale issue to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

And it is further ordered, on motion that the case No. 6229 be consolidated with this case under the No. 6302.

Summons  
6302

Afterward, on the 25<sup>th</sup> day of April, 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 Bessie Baker, a minor, also Charles W. Baker that they have been sued by James B. Waight in the Court of Common Pleas of Union County, and must answer by the 28<sup>th</sup> 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 9<sup>th</sup> day of May, 1892.

Witness my hand and the seal of said Court, this 25<sup>th</sup> day of April A. D. 1892. (Seal) R. Mileroy.

Indorsed: "In action for money, Amount claimed \$200" with interest from December 12<sup>th</sup>, 1891, <sup>3</sup>/<sub>4</sub> Foreclosure of Mortgage and Equitable Relief."

Sheriff's Return

And on the 27<sup>th</sup> 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 to wit:

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Copy	40
Total	\$ 3 25

The State of Ohio,  
Union County

Sheriff's Return

Received this writ April 25<sup>th</sup> 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 defendants on the 26<sup>th</sup> day of April 1892. Bessie Baker is a minor over 14 years of age.  
Thomas Martin, Sheriff.

Answer to Cross-Petition of Susan Merritt

Afterward, on the 25<sup>th</sup> day of April, 1892, the following Answer was filed with the Clerk of said Court, to wit:

John B. Waight, Plaintiff  
vs.  
Charles E. Hardin et al Defendants.

Court of Common Pleas,  
Union County, Ohio.

6302

The plaintiff for answer to the cross-petition of Susan Merritt, leave to file same having first been obtained from the Court, says he admits as alleged in the cross-petition that the land described in the petition were formerly owned by Daniel Woolley deceased; that said Woolley by his last Will devised the same to his three sons, John, Jefferson & William; that said Charles E. Hardin derived his title to said land by said Will and conveyances made by said sons; that said land was formerly part of a 156 acre tract the amount shown by the deeds being 157 <sup>7/8</sup> acres devised by said Woolley as aforesaid; that said defendant brought suit against a part of the present owners of said 156 or 157 <sup>7/8</sup> acres and that said Hardin was not served with summons and he denies all the other allegations of the cross-petition.

The plaintiff further answering says that said Daniel Woolley died prior to May 25<sup>th</sup>, 1863, testate, and that by his last Will a copy of which is hereto attached he willed and bequeathed to his wife Louisa all his property both personal and real during her natural life and at her death to his sons John Woolley, Jefferson Woolley & William Woolley he willed and bequeathed the whole of his estate real and personal, except a farm known as the "M. F. Williams farm" no part of which is comprised in the land described in the petition, when they should pay or cause to be paid to Elizabeth Woolley, Susan Woolley and Caroline Woolley each the sum of \$200<sup>00</sup>. Said provisions of the Will are as follows:

"To my wife Louisa I will and bequeath all my property both personal and real during her natural life. At the death of my wife then I will and bequeath to my sons John Woolley, Jefferson Woolley and William Woolley the whole of my estate real and personal (except the farm known as the M. F. Williams farm which belongs to my wife Louisa Woolley) when they shall pay or cause to be paid to Elizabeth Woolley, Susan Woolley and Caroline Woolley the sum of \$200<sup>00</sup>." Plaintiff says that the said Louisa Woolley and the three sons of the testator aforesaid to whom he devised said

Amendment to Petition

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land sold and conveyed the same by deeds which are duly record- ed in Union County more than twenty-one years ago and that said Charles C. Bardin's title thereto was derived by mesne convey- ances from the grantees of said deeds and that said Charles C. Bardin and William N. Bardin who now holds the legal title and those under whom they hold have been in open, notorious, continuous, undisturbed peaceable and adverse possession thereof for more than twenty-one years before the said Susan Merritt commenced suit herein.

The plaintiff further says that the said Louisa Wooley, widow of said Daniel Wooley, deceased, died on the 12<sup>th</sup> day of September 1881 and that the said Susan Merritt never commenced suit to make her said legacy a charge upon the land described in the peti- tion until she filed her cross-petition herein on the 13<sup>th</sup> day of January 1892 and that the cause of action set forth in her cross- petition did not accrue within six years nor within ten years next before she commenced her action by filing her said cross-pe- tition herein and that same is now barred by the Statute of limita- tions.

Wherefore plaintiff asks that the cross petition of said Susan Merritt be dismissed for costs to: State of Ohio, Cole & Bales, Attorneys for Plaintiff.

Union County ss:

Edward C. Cole being first duly sworn says that he is one of the attorneys for the plaintiff and that said plaintiff is absent from and a non-resident of Union County, Ohio, and that the facts stated and allegations in the foregoing answer are true as he believes. Edward C. Cole.

Sworn to and subscribed before me this 25<sup>th</sup> day of April 1892 (Seal) R. M. Leroy, Clerk of Court.

Amendment

Afterward, on the 25<sup>th</sup> day of April, 1892, an Amendment to the Petition was filed with the Clerk of said Court, to wit:

John B. Waight Plaintiff

Or

Charles C. Bardin et al Defendants

Court of Common Pleas, Union County, Ohio.

The plaintiff by leave of Court first had, files this amend- ment to his petition beginning on the fourth page thereof at the middle of the sixth line, and says that since the filing of his pe- tition herein he has discovered that one Bessie Baker claims to have some lien on the premises described in the petition by virtue of a legacy of \$200.<sup>00</sup> bequeathed to her mother Caroline Baker by Daniel Wooley in his last Will & Testament; that the said Caroline Baker was a daughter of Daniel Wooley and afterwards married to Charles W. Baker; that she is now dead and her only heir at law is the said Bessie Baker who is a minor of the age of 14 years.

Plaintiff says that said legacy of \$200.<sup>00</sup> to Caroline Wooley, afterwards Baker was paid to her in full but there is no release of record of this County for the same and that the said Bessie Baker is necessary party to the full determination of this action and he therefore asks that the said Bessie Baker be made a party defendant hereto and required to answer setting up any

As

Petition

6302

claim or lien she may have in the premises described in the petition and in default thereof such claim be forever barred as a lien or claim thereon and for all relief he may be entitled to in law or equity.

Cole & Bales, Attorneys for Plaintiff.

State of Ohio.

Union County, ss:

Edward C. Cole, being first duly sworn according to law says he is one of the attorneys for the plaintiff, that the facts stated and allegations in the foregoing amendment to the petition are true as he believes and that the said plaintiff is absent from and a non resident of the County of Union.

Edward C. Cole.

Sworn to and subscribed before me this 25<sup>th</sup> day of April 1892.

R. McHenry, Clerk of Court.

(Seal)

Order of Sale

Afterward, on the 26<sup>th</sup> day of April, 1892, an Order of Sale was issued by the Clerk of said Court, to-wit:

The State of Ohio.

1302

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 20<sup>th</sup> day of April, 1892, John B. Wright obtained a judgment and decree against Charles E. Hardin et al. for the sum of two hundred and four and  $\frac{3}{100}$  dollars and thirty-six  $\frac{3}{4}$   $\frac{25}{100}$  dollars, costs of suit.

And Whereas, it was then and there by said Court ordered adjudged, and decreed that the said Charles E. Hardin et al within one day from the 20<sup>th</sup> day of April, A. D. 1892 pay unto the said John B. Wright the said sum of two hundred and four  $\frac{3}{100}$   $\frac{3}{100}$  dollars with interest from the 19<sup>th</sup> 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 plaintiffs petition &c.

And Whereas, the one day aforesaid have fully expired, and the said sum of two hundred and four and  $\frac{3}{100}$  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,  $\frac{3}{4}$  Jackson Township bounded and described as follows: Survey No 9920.

Beginning at a stone in the center of the Marion and Bellefontaine State road north-west corner to a lot of land containing 30.2<sup>1</sup> acres of land conveyed by Michael F. Wooley to Mammoth Blue on the 2<sup>nd</sup> of November 1869; thence with the west line of said lot S. 10° E. 125 poles to a stone in the north line of William Cobb's land; thence with said line N. 70° E. 33  $\frac{7}{100}$  poles to a stone; thence N. 10° W. 105 poles to a stone in the center of said Marion and Bellefontaine road thence with the center of said road N. 69° W. 37

Sheriff's Return

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poles to the place of beginning, except a strip on the west side 20 feet wide for a road for William Cobb containing 23 acres.

The undivided five-sixths ( $\frac{5}{6}$ ) of the above described premises is the amount ordered to be advertised and sold.

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 26<sup>th</sup> day of April, A. D. 1892.

(Seal) R. M. Leroy, Clerk of Court.

And on the 20<sup>th</sup> 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: The State of Ohio, Sheriff's Return.

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Return	25
Total	79 26
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Union County, ss. Received this writ the 26<sup>th</sup> day of April A. D. 1892, and on the 7<sup>th</sup> day of May A. D. 1892, I called an inquest of J. B. Davis, Elmer White and George Rosette 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: \$6.00 per acre) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court. Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days (to wit: five consecutive weeks) before the day of sale by advertisement in the Richwood Gazette a newspaper printed in said Union County, and of general circulation therein as will appear by a copy of said advertisement hereto attached.

And on the 18<sup>th</sup> day of June 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 O. Ross for the sum of five hundred and eighty-nine dollars (\$589.<sup>00</sup>) he being the highest bidder therefore, and the sum bid being more than two-thirds of the appraised value.

Thomas Martin, Sheriff.

Sheriff's Return

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Proof of Publication

Afterward, on the 18<sup>th</sup> day of June, a Proof of the Publication was filed with the Clerk of said Court, to wit:

John B. Waight  
vs.

Sheriff's Sale,  
On Order of Sale.

Charles E. Hardin 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, June 18<sup>th</sup>, 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 Jackson, County of Union and State of Ohio and bounded and described as follows: In Survey N<sup>o</sup> 7920.

Beginning at a stone in the center of the Marion and Bellefontaine State road northwest corner to a lot of land containing 30 <sup>7</sup>/<sub>10</sub> acres of land conveyed by Michael F. Wooley to Manoah Blue on the 2<sup>nd</sup> of November 1869: thence with the west line of said lot S. 16<sup>o</sup> E. 125 poles to a stone in the north line of William Cobb's land; thence with said line N. 80<sup>o</sup> E. 33 <sup>4</sup>/<sub>10</sub> poles to a stone; thence N. 10<sup>o</sup> W. 105 poles to a stone in the center of said Marion and Bellefontaine road; thence with the center of said road N. 69<sup>o</sup> W. 39 poles to the place of beginning containing twenty-three acres, except a strip twenty feet wide on the west side for a road for William Cobb. The undivided five-sixths of the above described premises is the amount ordered to be sold. Appraised at \$31.<sup>00</sup> per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff.

Cole & Bales, Attorneys.  
The State of Ohio,  
Union County, ss:

Union County, Ohio.

I, John S. Sterling Editor, being duly sworn, say that the notice hereto attached was published in the "Richwood Gazette", on the 19<sup>th</sup> day of May 1892, and continued five consecutive times, during all of which time said newspaper was printed and in general circulation in said County. John S. Sterling, Editor & Manager.

Sworn to and subscribed before me this 18<sup>th</sup> day of June 1892.  
(Seal) R. Mileroy, Clerk.

Answer  
&  
Cross-  
Petition  
of  
Bessie  
Baker

Afterward, on the 28<sup>th</sup> day of May, 1892, an Answer was filed with the Clerk of said Court, to wit:

John B. Waight, Plaintiff,

Union Common Pleas.

vs.  
Charles E. Hardin  
et al. Defendants

Bessie Baker, defendant by C. J. Baker her father and next friend now comes and for her answer and cross petition says: That the lands in the petition described were formerly owned by Daniel Wooley grandfather of this defendant. That said Daniel Wooley by his last Will which was duly admitted to Probate and is now of record in the Probate Court of this County devised said lands to his sons John, Jefferson, and William Wooley on condition that they paid to certain daughters of said Daniel Wooley including

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Caroline the mother of this defendant the sum of two hundred dollars each. That all the title the said Charles E. Hardin ever acquired to said lands was through conveyances made by said sons of said Daniel Wooley. Said lands were formerly a part of a tract of about 156 acres of land all of which was by the terms of said last Will charged with the payment to said Caroline, mother of this defendant, of the sum of \$200<sup>00</sup> as aforesaid.

The said Caroline Wooley intermarried with C. J. Baker and afterwards died in 1880 A. D. intestate leaving but one child, this defendant surviving her and this defendant is her sole heir and legal representative, no Administrator of her estate has been appointed. The said sons never paid said money or any part of it to said Caroline Wooley or to this defendant or for them or either of them and the same remains wholly unpaid.

A just proportion of said charge to be paid out of the land in the petition described of Charles E. Hardin would be forty eight and fifty-two hundredths dollars (\$48<sup>52</sup>) and for said sum she prays a decree in this case and an order of sale of said lands of Charles E. Hardin. And she claims that her lien therefore is prior to and better than all other claims thereon of any of the defendants or plaintiff and she prays that her rights may be fully protected in the premises and for all proper relief.

State of Ohio,  
 Union County ss:  
 J. B. Cole, Attorney for Bessie Baker.

C. J. Baker, being sworn says that he is the father and next friend of the defendant Bessie Baker, and that the facts stated and allegations in the foregoing pleading are as he believes true. C. J. Baker.

Sworn to and subscribed before me this 28<sup>th</sup> day of May 1892.  
 (Seal) R. M. Leroy, Clerk.

Entry  
 6302

Afterward, on the 3<sup>rd</sup> day of October, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

John B. Waight, Plaintiff  
 vs.  
 Charles E. Hardin, William N. Hardin, Armina Blue, Cora Blue, D. A. White Guard, of said Cora & Armina Blue, Bessie Baker, C. J. Baker, next friend of Bessie Baker, John Markey, Susan Merritt, Defendants

Journal 16, Page 232.

This cause coming on further to be heard on the cross-petition of Susan Merritt, Bessie Baker by her next friend C. J. Baker John Markey and William N. Hardin, and the evidence, the Court find that the defendant Charles E. Hardin has been duly served with notice of the pendency and prayer of the petition herein by publication and proof of publication being offered is found in all respects regular and according to law and hereby approved and that he is in default for answer to all said cross-petitions

and that the allegations thereof are thereby confessed by him to be true. The Court find that there is due herein to the defendant Susan Merritt upon the legacy described in her cross-petition under the will of Daniel Wooley, deceased, the sum of \$--- as the part thereof chargeable to the land described in the petition. And it is therefore ordered that said sum be paid to her out of the proceeds of the sale of said land made under a former order of this Court and that she deliver within thirty days from the date of this decree a properly and duly executed and acknowledged conveyance to John C. Ross conveying and releasing to him all claim or interest she may have in said land and in default of such conveyance within the time named this decree shall operate as such conveyance.

The Court further find there is due herein to the defendant Bessie Baker upon the legacy to her mother Caroline Baker deceased formerly Caroline Wooley upon the legacy set forth in her petition in the Will of Daniel Wooley, deceased, the sum of \$14<sup>53</sup> by agreement as the part thereof chargeable to the land described in the petition and it is therefore on consideration of the Court ordered that said sum to wit, \$14<sup>53</sup> be paid to her out of the proceeds of the sale of the undivided  $\frac{5}{6}$  part of said land heretofore made under a former order of this Court and that such Guardian within sixty days from the date of this decree deliver a legally executed and acknowledged conveyance to John C. Ross, the purchaser of said premises at said sale conveying and releasing to him all claim or interest she may have in said land and in default of such conveyance within the time named this decree shall operate as such conveyance.

The Court further find that there is due the defendant John Markey from the defendant Charles C. Hardin on the promissory note set forth in the cross-petition of said John Markey which note was duly assigned to said John Markey by William N. Hardin the payee thereof with interest to April 4<sup>th</sup>, 1892 the first day of this term the sum of \$312.<sup>40</sup>

And that in order to secure the payment of said note the defendant Charles C. Hardin executed and delivered to said William N. Hardin the mortgage as in said cross-petition described and on the  $\frac{1}{2}$ -acres off the east side of premises therein described, but that said Charles C. Hardin was seized at the time of executing said mortgage of only the undivided  $\frac{1}{6}$  part of said land described in the petition and the lien of said mortgage attached only to such interest; that said mortgage was duly recorded in Volume 24, Page 537 of the Records of Mortgages of Union County and is a good and valid lien on the undivided  $\frac{1}{6}$  of the east half of said 23 acres described in the petition and that the conditions in said mortgage have been broken.

It is therefore adjudged and decreed that unless the de-

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Petition

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defendant Charles E. Hardin 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 4<sup>th</sup> day of April 1892 the said defendants equity of redemption be foreclosed.

The Court further find that the defendant William N. Hardin was up to the time of the sale heretofore made under a former order of this Court possessed of the legal title of the undivided 1/2 of the premises described in the petition under a deed from Charles E. Hardin dated October 23<sup>rd</sup>, 1891 and entitled to any proceeds of said sale remaining after all liens and claims thereon have been paid.

And the Court coming now to distribute the proceeds of said sale made under a former order of this Court, amounting to five hundred and eighty-nine and 37/100 (\$589.<sup>37</sup>) dollars, it is ordered that the Sheriff out of the money in his hands pay First: To the Treasurer of this County the 1/2 of the taxes, penalties and interest against said 23 acres of land described in the petition amounting to \$26.<sup>05</sup>

Secondly: The costs of this action taxed at \$85.<sup>52</sup>

Thirdly: To Susan Merritt \$29.<sup>25</sup> by agreement in full of her claim on the undivided 1/2 of land described in the petition.

Fourthly: To Bessie Baker \$14.<sup>33</sup> in full of her claim by agreement on the undivided 1/2 of the land described in petition.

Fifthly: To the defendant John Markey the sum of \$225.<sup>00</sup> the balance of one-half of the proceeds of the sale of said land described in the petition to apply on the sum heretofore found due him and there still remaining due to the said John Markey the sum of \$--- execution is awarded against the said Charles E. Hardin therefore.

Sixthly: To John B. Waight, plaintiff the amount heretofore found due him with interest to October 1<sup>st</sup>, 1892. to wit, two hundred and nine dollars.

Attest J. M. Conroy clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of April, to wit on the 4<sup>th</sup> 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 21<sup>st</sup> day of April, 1892, J. M. Kennedy filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Joel C. Conklin.

Petition:

J. M. Kennedy, Plaintiff  
vs.

Union County Court of Common Pleas.

Joel C. Conklin, Defendant.

6375-

Plaintiff says that the defendant is indebted to him in the sum of one hundred and five dollars for legal service by plaintiff for defendant a copy of which account is hereto attached marked "A." and made part hereof. Plaintiff says said account begins on March 24<sup>th</sup>, 1891 and ends with January 11<sup>th</sup>, 1892 and was done at the request and employment of said Joel C. Cronklin.

Plaintiff therefore asks judgment against said defendant for the sum of One hundred and five dollars with interest thereon from 11<sup>th</sup> day of January, 1892.

State of Ohio,  
Union County, ss.:

J. M. Kennedy,

Attorney for plaintiff

J. M. Kennedy being duly sworn says the facts and allegations in the foregoing petition are as he believes true.

Sworn to and subscribed before me this 20<sup>th</sup> day of April 1892, (Seal) A. H. Kollebrath, Notary Public.

March 24<sup>th</sup>, 1891, Joel C. Cronklin, Dr.  
Trial before Esq. Taylor against M. Vay. \$10.<sup>00</sup>  
To petition against M. Vay Court of Common Pleas \$10.<sup>00</sup> Reply same  
To services in looking up and preparing for trial of case \$15.<sup>00</sup>  
Hearing case before Referee \$50.<sup>00</sup>  
Hearing on motion to set aside report of Referee \$10.<sup>00</sup> Total \$105.<sup>00</sup>

Copy of Account "A."

Præcipe

To the Clerk:  
Issue Summons to Sheriff of Union County, Ohio, returnable according to law for Joel C. Cronklin, indorsed, Claim for money only \$105.<sup>00</sup> interest from 11<sup>th</sup> day of January 1892.

Summons

Afterward, on the 21<sup>st</sup> day of April, A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

6375

The State of Ohio,  
Union County, To the Sheriff of Union County:  
You are hereby commanded to notify Joel C. Cronklin that he has been sued by J. M. Kennedy in the Court of Common Pleas of Union County, and must answer by the 21<sup>st</sup> day of May 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 2<sup>nd</sup> day of May A. D. 1892.

Witness my hand and the seal of said Court this 21<sup>st</sup> day of April A. D. 1892.

(Seal) R. M. Crony, Clerk.  
Indorsed: In action for money only. Amount claimed \$105.<sup>00</sup> with interest from January 11<sup>th</sup>, 1892.

Sheriff's Return

And on the 25<sup>th</sup> 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,  
Union County

Sheriff's Return.

Entry made J. M. Kennedy  
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Received this writ April 21<sup>st</sup> A. D. 1892, at 10 o'clock A. M. and served the same by delivering a true and certified copy thereof with the endorsements thereon to the within named defendant on the 25<sup>th</sup> day of April, 1892. Thomas Martin, Sheriff.

Entry  
6375

Afterward, on the 24<sup>th</sup> day of June 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:  
J. M. Kennedy  
vs.  
Joel C. Conklin  
Journal 16, Page 206

This day this cause come on for hearing and the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find for the plaintiff and assess his debt at \$107.<sup>62</sup>

It is therefore ordered and adjudged by the Court here that said plaintiff recover of said defendant the sum of \$107.<sup>62</sup> debt and his costs herein taxed at \$---

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Clerk

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Petition  
6351

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 4<sup>th</sup> 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 5<sup>th</sup> day of March, 1892, Abner L. Merrill filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Phebe Williams et al to wit:

Abner L. Merrill, Plaintiff. vs. Phebe Williams, William H. Williams, Jesse G. Curry, Admr. of the estate of Phebe Curry Decd. Emma Robinson, Phebe A. Robinson, Orway C. Robinson and Calvin C. Robinson, Defendants.	The State of Ohio, Union County ss  In the Court of Common Pleas.
--	---

On the 27<sup>th</sup> day of February, 1892, letters of administration on the estate of Phebe Curry, theretofore deceased intestate were by the Probate Court of Union County, Ohio, duly issued to Jesse G. Curry, who thereupon duly qualified and entered on his duties as such administrator.

First Cause of Action:  
Defendants, Phebe Williams, William H. Williams and

Jesse S. Curry as Administrator of the Estate of the said Phebe Curry, are indebted to plaintiff in the sum of four thousand and dollars, which plaintiff claims, with interest at seven per cent. (payable semi-annually) from the first day of September, 1891, on a promissory note, of which the following is a copy, with the only indorsement thereon:

Richmond, Indiana, February 21<sup>st</sup>, 1890.  
Five years after date, I promise to pay to the order of Joseph J. Dickinson, four 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 warrant 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. This 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. New California, "Phebe Williams"  
Union County, Ohio. "William H. Williams"  
"Phebe Curry"

The following is the only indorsement: "Pay to the order of Abner L. Merrill, without recourse on me".  
Joseph J. Dickinson.

There are no credits on said note. One of the Coupons referred to in said note, representing the semi-annual interest thereon, is now past due and unpaid, and the whole principal sum represented by said note, together with all accrued interest thereon, is therefore, now due and payable. The interest on said note, as represented by said Coupons attached thereto, is seven per cent. (payable semi-annually).

On the 29<sup>th</sup> day of February 1892, plaintiff by his Attorney presented to defendant Jesse S. Curry, as such Administrator a written statement of his claim and demanded an indorsement of allowance thereon, but said defendant refused said indorsement.

Second Cause of Action: Said defendants Phebe Williams, William H. Williams and Jesse S. Curry as Administrator aforesaid, are indebted to plaintiff in the further sum of two hundred dollars for Attorney's fees. The same being the five

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per cent. Attorney's fees stipulated in said principal note to be paid on said principal sum of four thousand dollars, a copy of said note and agreement being set out under the first cause of action in this petition. Said note and agreement stipulate for performance in the State of Indiana, and said agreement and contract for the payment of Attorney's fees is a good, valid and binding contract by the laws of the said State of Indiana.

On the 29<sup>th</sup> day of February, 1892, plaintiff, by his Attorney presented to defendant Jesse S. Curry, as Administrator of the aforesaid estate, a written statement of his claim for said Attorney's fees, and demanded and indorsement of allowance thereon, but said defendant refused said indorsement.

Third Cause of Action: The defendants Phebe Williams and William H. Williams are indebted to plaintiff in the further sum of One hundred and forty dollars, which plaintiff claims with interest at eight per cent, payable semi-annually from September 1<sup>st</sup>, 1891, upon the third Interest Coupon note attached to said principal note and representing the third semi-annual interest thereon, of which the following is a copy with the only indorsement: \$140<sup>00</sup>. Richmond, Indiana, February 21<sup>st</sup>, 1890.

September 1<sup>st</sup>, 1891, after date, I promise to pay to the order of Joseph J. Dickinson One hundred and forty 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 3<sup>rd</sup> semi-annual interest on the note hereto attached of even date herewith, and subject to all the conditions of said Note

(Signed) "Phebe Williams,"  
"William H. Williams"

The following is the only indorsement: "Pay to the order of Abner L. Merrill, without recourse on me."

(Signed) "Joseph J. Dickinson"

There are no credits on said Coupon Note.

Fourth Cause of Action:

At the time of delivering said principal note and interest Coupon Note, and to secure the payment of the same, together with the interest and said Attorney's fees, the said defendants Phebe Williams, William H. Williams her husband, and the said Phebe Curry, who then had a dower or life estate in the following described premises, duly executed and delivered to the 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 Number fourteen hundred and forty (1440) Beginning at a hickory and two (2) sugar trees south-easterly corner to said Survey N<sup>o</sup>. 1440; thence with the southerly line of said Survey south fifty-four (54) degrees west two hundred and eighty (280) poles to a stone on the margin of the Millcreek road (witness a dead white oak:) thence north twenty-seven (27) degrees west thirty-two (32) poles to a burr oak;

thence north twenty-eight (28) degrees west twenty-three (23) poles to a stone: thence south seventy (70) degrees west twenty-eight (28) poles to a stone: thence north thirty-eight (38) degrees west fifteen (15) poles to an ash sapling: thence north seventy-four (74) degrees west thirty-nine (39) poles to a walnut sapling: thence north one (1) degree west fifty-two (52) poles to a stone, ash and thornbush corner to W. W. Curry's land: thence with the south line of said land north eighty-two  $\frac{1}{2}$  ( $82\frac{1}{2}$ ) degrees east one hundred and forty-one (141) poles to a stone in the center of the Plain City and California gravel road: thence with the center of said road north thirty-five (35) degrees east one hundred and four (104) poles to a stake corner to said W. W. Curry's land: thence with the easterly line of said land north thirty-six (36) degrees west fifty-five  $\frac{40}{100}$  ( $55\frac{40}{100}$ ) poles to a stake corner to said land, in the southerly line of John Curry's land: thence with said line north fifty-four (54) degrees east eighty-eight  $\frac{60}{100}$  ( $88\frac{60}{100}$ ) poles to a stone, corner to said land in the easterly line of said Survey N. 1440: thence with said line south thirty-six (36) degrees east one hundred and seventy-seven (177) poles to the beginning containing two hundred and ten (210) acres more or less.

Except the following described tract: Beginning at a stone at the northwest corner of a lot in the village of New California Jerome Township, Union County, Ohio, owned by Charles Croy and running parallel with the Plain City and New California pike, south thirty-five (35) degrees west thirty-one (31) poles to a stone: thence north (35) thirty-five degrees east thirty-one (31) poles and eight links to a stone: thence north thirty-five (35) degrees west twenty-six (26) poles and eleven links to the place of beginning containing in all five (5) acres more or less, and leaving in the whole tract, two hundred and five (205) acres more or less.

Said mortgage was conditioned upon the payment by said Phebe Williams, William H. Williams and Phebe Curry or either of them unto the said Joseph J. Dickinson or his order the whole amount of said principal note of four thousand dollars, set out under first cause of action, together with all interest thereon and the faithful performance of all the matters and things set out in said note including the payment of said five per cent. Attorney's fees.

On the 1<sup>st</sup> day of March, 1890, at 4<sup>20</sup> 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 28, Page 371 of his records.

Said mortgage has been duly assigned to plaintiff. The defendants Finner Robinson, Phebe A. Robinson, Otway C. Robinson, and Calvin C. Robinson (the only children and heirs at law of Nancy Robinson, deceased) have or claim to have some lien or interest in said premises, and plaintiff asks that they be compelled to set the same up, or be forever cut off from

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asserting the same. Plaintiff, therefore asks judgment against the defendants Phebe Williams, William H. Williams and Jesse S. Curry as Administrator aforesaid, for four thousand dollars with interest at 7 per cent. (payable semi annually) from September 1<sup>st</sup>, 1891 and against the same defendants for two hundred dollars additional as Attorney's fees.

Plaintiff also asks judgment against the defendants Phebe Williams and William H. Williams in the further sum of one hundred and forty dollars with interest at eight per cent. (payable semi annually) from September 1<sup>st</sup>, 1891; that in default of payment of the amount now due and payable, or that may become payable before judgment herein, said mortgage may be foreclosed, and said premises sold free of all claims of defendants, and the proceeds applied to the payment of said judgment and debt due plaintiff and for such other relief as is proper.

J. C. Griffith, Attorney for Plaintiff.

State of Ohio,  
Union County ss.

J. C. Griffith being first duly sworn, says that the plaintiff herein, Abner L. Merrill is a non resident of Union County, Ohio, that he is Attorney of said plaintiff, duly authorized in the premises; and that he believes the allegations and matter set forth in the foregoing petition are true.

J. C. Griffith.

Sworn to and subscribed before me this 5<sup>th</sup> day of March A. D. 1892. (Seal) J. W. Tilton, Notary Public.

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To Clerk:  
Issue Summons in this case to the Sheriff of Union County Ohio, for Phebe Williams, William H. Williams, Jesse S. Curry, Administrator of the estate of Phebe Curry, deceased, and Phebe A. Robinson, and to the Sheriff of Madison County, Ohio, for Immer Robinson and Otway C. Robinson both of Plain City, Ohio, returnable according to law. Indorse: Action for Personal Judgment and Foreclosure. J. C. Griffith, Attorney for Plaintiff.

Summons

Afterward, on the 5<sup>th</sup> day of March, 1892, a Summons was issued by the Clerk of said Court, to wit

6351

The State of Ohio,  
Union County; To the Sheriff of Union County.  
You are hereby commanded to notify Phebe Williams, William H. Williams, Jesse S. Curry, Admr. of the Estate of Phebe Curry, deceased, and Phebe A. Robinson that they have been sued by Abner L. Merrill in the Court of Common Pleas of Union County, and must answer by the 2<sup>nd</sup> 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 14<sup>th</sup> day of March, A. D. 1892.  
Witness my hand and the seal of said Court, this 5<sup>th</sup> day of March A. D. 1892. (Seal) R. M. Leroy, Clerk.

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Sheriff's Return  
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 And on the 14<sup>th</sup> 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	30	1892, and served same by delivering a true and certified copy thereof with the indorsements thereon to each of the within named defendants on the 14 <sup>th</sup> day of March, 1892. Thomas Martin, Sheriff.
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Summon  
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 The State of Ohio,  
 Union County ss To the Sheriff of Madison County:  
 You are hereby commanded to notify Immer Robinson & Otway C. Robinson (impleaded with others) that they have been sued by Abner L. Merrill in the Court of Common Pleas of Union County, and must answer by the 2<sup>nd</sup> 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 14<sup>th</sup> day of March, A. D. 1892.

Witness my hand and the Seal of said Court, this 5<sup>th</sup> day of March A. D. 1892. (Seal) R. M. Leroy, Clerk.

Sheriff's Return  
 6351  
 Endorsed: "In action for Personal Judgment & Foreclosure of Mortgage"  
 And on the 14<sup>th</sup> 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 | Sheriff's Return.  
 Madison County  
 Received this writ March 6<sup>th</sup>, A. D. 1892, at 9 o'clock A. M. and on March 12<sup>th</sup> 1892, I served the within named defendants James Robinson and Otway Robinson by leaving at the usual place of residence of each of them a true and certified copy of this writ with the endorsements thereon.

Benj. Emery, Sheriff of Madison County  
 Afterward, on the 15<sup>th</sup> day of March, 1892, an Answer was filed with the Clerk of said Court, to wit:

Abner L. Merrill, Plaintiff  
 vs.  
 Phebe Williams, William H. Williams et al. Defendants  
 Court of Common Pleas,  
 Union County, Ohio.

6353  
 The defendants in the above named action, to wit: Immer Robinson, Phebe A. Robinson, Otway C. Robinson, and Cabon L. Robinson now come and for their answer herem say. They are the sole and only surviving heirs and children of Nancy Robinson long since deceased, who was the daughter of James A. Curry deceased, and is and was the same Nancy Robinson named in the last will and testament of the said James A. Curry

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deceased, a copy of which is hereto attached marked "A." and made a part of this Answer. That Phebe Curry, widow of James A. Curry died on or about the 28<sup>th</sup> day of December 1874. That by the further terms and provisions of the said last will and testament of James A. Curry, deceased, at the death of his said widow Phebe Curry, the legal heirs at law of his said daughter Nancy Robinson was to have four hundred dollars in money of the estate of the said James Curry, deceased. That by the terms of said will the said widow of James A. Curry deceased had and held a life estate in about two hundred and eleven acres of land. That the said lands are now held and by Phebe Williams and William H. Williams who made the mortgage in the petition described. These defendants say that by the terms of said last will and testament of James A. Curry deceased the said sum of four hundred dollars so to be paid to these defendants was made a charge upon the lands described in the petition herein, and that said lands are now held and owned by said Phebe Williams and William H. Williams and said mortgage in the petition described was executed subject to and is subsequent to the claim of these defendants to said sum of four hundred dollars.

That the said Phebe Curry was merely the security on said notes, and received no part of the consideration for the same, and only signed said notes and mortgage because she had and held by the terms of said Will a life estate in said lands. These defendants therefore ask an order of this Court requiring the plaintiffs herein to exhaust the principal makers of said notes and mortgage Phebe Williams and William H. Williams before subjecting the funds of the estate of said Phebe Curry, deceased, to the payment of said debt.

And that on final hearing these defendants ask an order of this Court ordering that of the proceeds of said sale the Clerk of this Court first pay to these defendants, to wit, Immer Robinson, Phebe A. Robinson, Otway C. Robinson and Calvin C. Robinson each the sum of One Hundred dollars, and for all proper relief.

D. W. Ayers, Attorneys for  
Immer Robinson, Phebe A. Robinson,  
Otway C. Robinson, & Calvin C. Robinson.

State of Ohio,  
Union County ss:

Immer Robinson being first duly sworn says he is one of the defendants named in the above answer; that the facts stated and allegations contained in said answer are as he believes true. Immer Robinson.

Sworn to before me and signed by the said Immer Robinson this 14<sup>th</sup> day of March, 1892.

J. P. M<sup>o</sup>: Dowell, J. P.

James A. Curry's Will.

Be it remembered that on the 24<sup>th</sup> day of December, A. D. 1874 the last Will & Testament of James A. Curry late of the town

closure" of said County which return

10 o'clock, A. M. me and certify hereon to each 14<sup>th</sup> day of

Summons

Robinson & have been Pleas of Union A. D. 1892, or rue, and judge

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at, this 5<sup>th</sup> day

closure of mortgage of said Union County

2, at 9 o'clock e within named leaving at the certified copy

Madison County Answer was

as, to wit: Immer Calvin C. say. They are Nancy Robinson es A. Curry son named es A. Curry

ship of Jerome in the County of Union and State of Ohio, deceased, was produced in Court by Phebe Curry widow of the Testator and thereupon John Nonnemaker and S.S. Nonnemaker the subscribing witnesses to said Will appeared in open Court on oath testified to the due execution of said Will; which testimony was reduced to writing and by said witnesses respectively subscribed and filed with said Will.

And it appearing to the satisfaction of the Court by said testimony that said Will was duly attested and executed and that the said Testator at the time of making, signing and sealing said Will, was of legal age and of sound and disposing mind and memory and under no undue or lawful restraint whatsoever.

It is therefore ordered by the Court that said Will and testimony be recorded which said Will together with the said testimony are hereinafter recorded in the words and figures following, to wit:

*Will.* In the Name of the Benevolent Father of All, I James Addison Curry of Jerome Township, Union County, Ohio, do make and publish this my last Will and Testament.

Item 1<sup>st</sup>. I give and devise to my beloved wife Phebe Curry in lieu of her dower, the farm upon which we now reside, situated in said Township of Jerome and County of Union containing about two hundred and eleven acres, during the natural life of my said wife, and all the money, stock, household goods, furniture, goods, and chattels of every description which may be thereon at the time of my decease, during the natural life of my said wife; she my said wife however selling so much thereof as may be necessary to pay all my just debts;

At the death of my said wife the real estate and personal property aforesaid I give and devise to my son and daughters as follows, to wit: To the legal heirs at law of my deceased daughter Nancy Robinson four hundred dollars to be equally divided among them: The balance of my property both real and personal to be equally divided between my son David Curry and my daughters Harriett Beard, Maria Woodburn and Phebe Curry; The balance of my sons and daughters, viz: John Curry, William W. Curry, and Mrs. Samantha Wilcut having already had and received their full share of my estate.

In testimony hereof I have herewith set my hand and seal this twentysixth day of February A. D. 1874.

*(Seal)* Signed and acknowledged by said James Addison Curry as his last Will and Testament in our presence and signed by us in his presence. *John Nonnemaker*  
*S.S. Nonnemaker.*

The State of Ohio,  
Union County ss: | Probate Court, Probate of Will.  
Personally appeared in open Court John Nonnemaker

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and S. S. Nonnemaker the subscribing witnesses to the last Will and Testament of James A. Curry, deceased, who being duly sworn according to law, to speak the truth, the whole truth and nothing but the truth in relation to the execution of said Will depose and say that the paper before them purporting to be the last Will and Testament of James A. Curry now deceased, is the Will of said deceased that they were present at the execution of said Will at the request of the Testator subscribed their names to the same as witnesses in his presence and that they saw the said James A. Curry deceased sign and seal said Will and heard him acknowledge the same to be his last Will and Testament that the said James A. Curry at the time of making, signing, and sealing said Will was of legal age and of sound and disposing mind and memory and under no undue or unlawful restraint whatsoever.

John Nonnemaker  
S. S. Nonnemaker

Sworn to and subscribed in open Court this 24<sup>th</sup> day of December A. D. 1874. John B. Coats, Probate Judge.  
State of Ohio.

County of Union ss: ||

I, Leonidas Piper, Sole Judge and Ex-officio Clerk of the Probate Court, in and for the said County of Union, do hereby certify that I have compared the foregoing copy of the records of the last Will and Testament of James A. Curry late of the County of Union, aforesaid, deceased, with the original record thereof now remaining in this office, and in my custody, and have found the same to be transcript therefrom, and of the whole of such original records, and I further certify that said exemplification would be received in evidence in all the Courts of the State of Ohio.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Probate Court at Marysville, Ohio, this 10<sup>th</sup> day of March, A. D. 1892.  
(Seal) Leonidas Piper, Sole Judge & Ex-officio Clerk of the Probate Court.  
State of Ohio, County of Union, ss: ||

I, Leonidas Piper Sole Judge of the Probate Court of said County, do hereby certify that Leonidas Piper whose genuine signature is affixed to the foregoing certificate, is under the laws of Ohio by virtue of his office as Sole Judge of said Court, also the Clerk of said Court, and was such Clerk at the time of making and subscribing the same; that his attestation aforesaid is in due form of law, and by the proper officer, and that the seal thereto affixed is the seal of the said Probate Court, and I further certify that said last will and testament has been admitted to probate in said Court in due form, and duly recorded.

Witness my hand and seal this 10<sup>th</sup> day of March, A. D. 1892

(Seal) Leonidas Piper, Sole Judge of the Probate Court of Union County, Ohio.

Entry

6351

Afterward, on the 5<sup>th</sup> day of April, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Abner O. Merrill,

vs.

Phebe Williams et al

Journal 16, Page 153.

This cause now coming on for hearing on the petition of the plaintiff, the answer and cross petition of the defendants Immer Robinson, Phebe A. Robinson, Otway C. Robinson, and Calvin E. Robinson, and the evidence, the Court find that all the defendants have been duly served with Summons in this case except Calvin E. Robinson who has duly entered his appearance herein; that the defendants Phebe Williams, William H. Williams and Jesse G. Curry, Administrator of the estate of Phebe Curry deceased, are in default for answer and demurrer, and that the allegations of the petition and answer and cross petition are thereby confessed by them to be true, also that plaintiff is in default for reply or demurrer to said cross petition and the allegations thereof are confessed by him to be true, and that the said Immer Robinson, Phebe A. Robinson, Otway C. Robinson and Calvin E. Robinson are each entitled to one hundred dollars without interest out of the proceeds of sale and that their lien is prior to that of plaintiff.

The Court further find that there is due the plaintiff from the defendants Phebe Williams, William H. Williams, Jesse G. Curry as Administrator as aforesaid, on the promissory note, and on the contract for Attorney's fees set forth in the petition, with interest on said notes, to the first day of this term the sum of forty-three hundred forty-one  $\frac{2}{4}$   $\frac{12}{100}$  (\$ 4341  $\frac{22}{100}$ ) dollars; and that there is due the plaintiff from the defendants, Phebe Williams and William H. Williams the further sum of one hundred and fifty-one  $\frac{2}{4}$   $\frac{78}{100}$  (151  $\frac{78}{100}$ ) dollars, on the interest coupon note set out in plaintiff's petition under third cause of action, including interest to the first day of this term.

The Court further find that demand was duly made upon said Jesse G. Curry, as said Administrator for allowance of plaintiff's said claim on said principal note, interest thereon and said Attorney's fees, and that indorsement of allowance thereon was refused.

The Court further find that in order to secure the payment of said notes and attorney's fees, the defendants, Phebe Williams and William H. Williams her husband, as well as said Phebe Curry, who was then the owner of a dower or life estate in the premises described in the petition, executed and delivered to Joseph J. Dickinson, who duly assigned to plaintiff their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in book 28, page 371, of the Records of Mortgages of Union County,

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Ohio, and is a good and valid lien on the premises described in the petition except the 5 acres deeded to F. M. Gardiner and one acre school house grounds, and that the conditions in said mortgage have been broken.

The Court further find that said Phebe Curry, in her life time, signed the note sued on by plaintiff, as surety only, and it is by the Court ordered that the premises described be first exhausted, and the property of both Phebe Williams and William H. Williams be exhausted before execution against the estate of the said Phebe Curry.

It is therefore considered by the Court that the plaintiff recover from the defendants Phebe Williams, William H. Williams and Jesse Curry, as Administrator aforesaid the said sum of \$4341.<sup>02</sup> and from the defendants Phebe Williams and William H. Williams the further sum of \$151.<sup>22</sup>, and from said three defendants Phebe Williams, William H. Williams and Jesse S. Curry as said Administrator his costs herein expended.

And it is further adjudged and decreed that unless said defendants, shall this day, the day of 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 4<sup>th</sup> day of April 1892, at eight per cent. upon all except two hundred (\$200.<sup>00</sup>) dollars, said Attorney's fees, and six per cent. interest thereon, 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.

And it appearing further to the Court that it would be for the best interests of all parties interested that said premises be appraised and sold in three separate tracts, and it further appearing that, by agreement, Andrew S. Mowry and his assistants on the 2<sup>nd</sup> and 4<sup>th</sup> days of April 1892, surveyed and platted said premises, described by miles and bounds in plaintiff's petition and in plaintiff's mortgage, contains about forty-six (46) acres more than there named.

Therefore it is ordered by the Court that said premises be appraised, advertised and sold in the three tracts surveyed described and platted by said Andrew S. Mowry is confirmed and approved and the fees and expenses incurred in making said Surveys, description and plat are made a part of the costs in this action; and said descriptions and plat are ordered to be made a part of the record of this case. Order of sale is hereby granted for all the premises described in plaintiff's petition except five acres deeded to Francis M. Gardiner, by Phebe Williams and husband, and one acre of ground on which is now located a brick school house. And as to said five acre and one acre

Court of Ohio. Entry was wit:  
petition of defendants on, and that all in this case appearance in H. Williams Phebe Curry, and that cross petition to plaintiff petition and me, and away to one hundred sale and the plaintiff Williams, the promissory in the day of this (\$4341.<sup>02</sup>) in the defend- the further llars, on the under third ay of this term uly made for allowance interest there of allowance ure the pay mts. Phebe is well as lower or life decated and to plaintiff and on the duly recorded nion County

Motion  
6351 Afterward, on the 5<sup>th</sup> day of April, 1892, a Motion was filed with the Clerk of said Court, to wit:

Abner L. Merrill,  
vs.  
Phebe Williams et al  
Court of Common Pleas.

Plaintiff moves the Court for judgment, decree, and order of sale, and for an order of the Court for the sale of the premises in three tracts, and that the Survey, descriptions & plat filed herewith, made by direction of Andrew S. Mowry April 2<sup>nd</sup> 1892 be approved and confirmed, and the fees and costs expended in obtaining the same be made a part of the costs in this case.

Pracipe  
Afterward, on the 6<sup>th</sup> day of April, 1892, a Pracipe for an Order of Sale was filed with the Clerk of said Court, to wit: State of Ohio.  
Union County ss: In the Court of Common Pleas,  
Abner L. Merrill

vs.  
Phebe Williams et al  
To the Clerk:  
Issue Order of Sale in this case upon the property indicated in the entry of decree.

Order of Sale  
6351 J. E. Griffith, Attorney for Plaintiff.  
Afterward, on the 6<sup>th</sup> day of April, 1892, 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 5<sup>th</sup> day of April, 1892, Abner L. Merrill obtained a judgment and decree against Phebe Williams, William H. Williams and Jesse L. Curry Administrator of Phebe Curry, deceased, for the sum of forty-five hundred and ninety-two  $\frac{3}{4}$  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 Phebe Curry et al within one day from the 5<sup>th</sup> day of April, 1892 pay unto the said Abner L. Merrill the said sum of forty-five hundred and ninety-two  $\frac{3}{4}$  dollars with interest from the 4<sup>th</sup> 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 plaintiffs petition &c; And whereas, the one day aforesaid have fully expired, and the said sum of forty-five hundred and ninety-two  $\frac{3}{4}$  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 relating judgments and executions at law, the following lands

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and tenements, situate in Union County, Ohio, and in Jerome Township, and part of V. M. Survey N<sup>o</sup>. 1440 described as follows: Beginning at a stake (witnessed by two sugar trees and hickory) south-easterly corner to said Survey N<sup>o</sup>. 1440: thence with the easterly line of said Survey N.  $33^{\circ} 45'$  min. N.  $99^{\circ}$  poles to a stone: thence S.  $37^{\circ} 45'$  min. N.  $31$  poles to a stake: thence N.  $33^{\circ} 45'$  N.  $53^{\circ}$  poles to a stone corner to E. C. Cleland's land in the center of the Plain City and California gravel road: thence with the center of said road S.  $37^{\circ} 45'$  N.  $186^{\circ}$  poles to a stake: thence continuing with the center of said road S.  $17^{\circ}$  N.  $119^{\circ}$  poles to a stake in the easterly line of the R. B. Curry farm: thence with said line S.  $24^{\circ}$  E.  $3$  poles to a stone corner to said farm in the southerly line of said Survey N<sup>o</sup>. 1440: thence with said line N.  $57^{\circ} 30'$  min. E.  $298$  poles to the beginning containing 164 acres more or less.

Tract 2: Situate in the State of Ohio, County of Union, Township of Jerome and part of V. M. Survey N<sup>o</sup>. 1440 described as follows: Beginning at a stone in the center of the Plain City and California gravel road and in the easterly line of said Survey N<sup>o</sup>. 1440: thence with said line N.  $34^{\circ} 45'$  min. N.  $24^{\circ}$  poles to a stone southeasterly corner of John Currys land: thence with the southerly line of said land S.  $57^{\circ} 15'$  min. N.  $88^{\circ}$  poles to a stake north-easterly corner of W. W. Currys land: thence with the easterly line of said land S.  $34^{\circ} 45'$  min. E.  $55^{\circ}$  poles to a stake corner of said W. W. Currys land in the center of said Plain City and California gravel road: thence with the center of said road N.  $37^{\circ} 45'$  min. E.  $94$  poles to the beginning containing 21 acres after excepting one acre now used for school purposes.

Tract 3: Situate in the State of Ohio, County of Union and Township of Jerome and part of V. M. Survey N<sup>o</sup>. 1440 described as follows: Beginning at a stone in the center of the Plain City and California gravel road and south-easterly corner of W. W. Currys land: thence with the south line of said land S.  $85^{\circ} 30'$  min. N.  $141$  poles to a stone (witnessed by an ash and thorn) south-west corner to said W. W. Currys land: thence S.  $2^{\circ}$  N.  $51^{\circ}$  poles to a black walnut: thence S.  $70^{\circ} 15'$  min. E.  $39$  poles to a stake in place of an ash: thence S.  $35^{\circ}$  E.  $15^{\circ}$  poles to a stone: thence N.  $73^{\circ} 30'$  min. E.  $28^{\circ}$  poles to a stone: thence S.  $25^{\circ}$  E.  $23^{\circ}$  poles to a bur oak: thence S.  $24^{\circ}$  E.  $30^{\circ}$  poles to a stake in the center of the said Plain City and California gravel road: thence with the center of said road N.  $17^{\circ}$  E.  $119^{\circ}$  poles to a stake: thence N.  $37^{\circ} 45'$  min. E.  $17^{\circ}$  poles to the beginning containing 60 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

herin, 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 6<sup>th</sup> day of April A. D. 1892. (Seal) R. Wileroy, Clerk.

Sheriff's Return

And on the 10<sup>th</sup> day of May, 1892, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows: The State of Ohio.

Service	75
Levy	1 00
Sum. Apris.	1 20
Swear. Apris.	25
Conway	1 50
Writing April	50
Copy of April	50
Notice to Ct.	50
Affidavits	30
Writing Notice	50
Mileage	2 40
Boardage	9 29
Return	25
Total	61 97
Appraisers fee	3 00
Printers fee	33 80

Union County, ss: Sheriff's Return  
Received this writ the 6<sup>th</sup> day of April, A. D. 1892 and on the 6<sup>th</sup> day of April A. D. 1892 I called on inquest of Peter Beaver, John K. Dodge, and J. C. Herriott, 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: 1<sup>st</sup> \$ 33.<sup>00</sup>; 2<sup>nd</sup> \$ 30.<sup>00</sup>; 3<sup>rd</sup> \$ 38.<sup>00</sup> per acre) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

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

And on the 7<sup>th</sup> day of May A. D. 1892, at the door of the Court House, in Marysville, Ohio, at the hour of 1 o'clock P. M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and then, and there struck off and sold the same to John P. Williams who bid for the 1<sup>st</sup> described tract of 16 4/5 acres the sum of \$ 29.<sup>00</sup> per acre; and John Curry who bid for 2<sup>nd</sup> tract of 21 acres the sum of \$ 29.<sup>00</sup> per acre; and Phibe Williams who bid 60 7/10 for third tract the sum of \$ 27.<sup>00</sup> per acre 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 20<sup>th</sup> day of June, 1892, a Proof of Publication was filed with the Clerk of said Court, to wit:

Abner L. Merrill  
vs.  
Phibe Williams 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 7<sup>th</sup>, 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 Jerome, County of Union and State of Ohio,

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and bounded and described as follows:

Tract 1: Situated in Union County, Ohio, and in Jerome Township and part of Virginia Military Survey N<sup>o</sup> 1440 and described as follows: Beginning at a stake (witnessed by two sugar trees and hickory) south-easterly corner to said Survey N<sup>o</sup> 1440: thence with the easterly line of said Survey N. 33° 45' N. 97 <sup>70</sup>/<sub>100</sub> poles to a stone: thence S. 37° 45' N. 31 <sup>32</sup>/<sub>100</sub> poles to a stake: thence N. 33° 45' N. 53 <sup>45</sup>/<sub>100</sub> poles to a stone corner to C. C. Clelands land in the center of the Plain City and California gravel road: thence with the center of said road S. 37° 45' N. 186 <sup>78</sup>/<sub>100</sub> poles to a stake: thence continuing with the center of said road S. 17° west 119 <sup>70</sup>/<sub>100</sub> poles to a stake in the easterly line of the R. B. Curry farm: thence with said line south 24° east 3 poles to a stone corner to said farm in the southerly line of said Survey N<sup>o</sup> 1440: thence with said line N. 57° 30' east 298 poles to the beginning containing 16.4 acres more or less.

Tract 2: Situate in the State of Ohio, County of Union Township of Jerome, and part of Virginia Military Survey N<sup>o</sup> 1440 described as follows: Beginning at a stone in the center of the Plain City and California gravel road and in the easterly line of said Survey N<sup>o</sup> 1440: thence with said line N. 33° 45' N. 24 <sup>70</sup>/<sub>100</sub> poles to a stone south-easterly corner of John Currys land: thence with the southerly line of said land S. 57° 15' N. 89 <sup>70</sup>/<sub>100</sub> poles to a stake, north-easterly corner of W. W. Currys land: thence with the easterly line of said land S. 33° 45' E. 55 <sup>60</sup>/<sub>100</sub> poles to a stake corner of said W. W. Currys land in the center of said Plain City and California gravel road: thence with the center of said road N. 37° 45' E. 94 poles to the place of beginning, containing 21 acres, after excepting one acre now used for school purposes.

Tract 3: Situate in the State of Ohio, County of Union and Township of Jerome, and part of Virginia Military Survey N<sup>o</sup> 1440 described as follows: Beginning at a stone in the center of the Plain City and California gravel road and south-easterly corner of W. W. Currys land: thence with the south line of said land S. 85° 30' N. 141 poles to a stone (witnessed by an ash and thorn) south-west corner to said W. W. Currys land: thence S. 2° N. 51 <sup>70</sup>/<sub>100</sub> poles to a black walnut: thence S. 70° 15' E. 39 poles to a stake in place of an ash: thence S. 35° E. 15 <sup>70</sup>/<sub>100</sub> poles to a stone: thence N. 73° 30' E. 28 <sup>70</sup>/<sub>100</sub> poles to a stone: thence S. 25° E. 23 <sup>70</sup>/<sub>100</sub> poles to a burr oak: thence S. 24° E. 30 <sup>70</sup>/<sub>100</sub> poles to a stake in the center of the said Plain City and California gravel road: thence with the center of said road N. 17° E. 119 <sup>70</sup>/<sub>100</sub> poles to a stake: thence N. 37° 45' E. 19 <sup>70</sup>/<sub>100</sub> poles to the beginning, containing 60 acres, more or less.

First tract of 16.4 acres appraised at \$33.<sup>00</sup> per acre.

Second tract of 21 acres appraised at \$30.<sup>00</sup> per acre.

Third tract of 60 acres appraised at \$38.<sup>00</sup> per acre.

Terms of Sale, Cash.

Thomas Martin, Sheriff of Union County:

The State of Ohio.

Union County, ss:

The undersigned, being duly sworn, says that a copy of the

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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 6<sup>th</sup> 1892.  
W. O. Shearer.

Sworn to and subscribed before me, this 20<sup>th</sup> day of June 1892.  
R. M. Brody, Clerk.

Motion

Afterward, on the 22<sup>nd</sup> day of June, 1892, a Motion was filed with the Clerk of said Court, to wit:

6351

State of Ohio,  
Union County  
Abner L. Merrill  
vs.

In the Court of Common Pleas.

Phebe Williams et al

Now comes plaintiff and moves that the sale of the 2<sup>nd</sup> tract of land heretofore made in this case be confirmed and deed ordered, that the sale of the 1<sup>st</sup> and 3<sup>rd</sup> tracts be set aside because of the failure of the respective purchasers to pay the purchase money, that the Sheriff be ordered to resell said two tracts, and that the Court make an order of distribution of the money now in Sheriff's hand arising from the sale of said 2<sup>nd</sup> tract and \$200.<sup>00</sup> paid by John P. Williams the purchaser of 1<sup>st</sup> tract.  
J. E. Shiffith,  
Attorney for Plaintiff.

Entry

Afterward, on the 22<sup>nd</sup> day of June, 1892, an Entry was made on the Journal, by the Clerk of said Court, to wit:

6351

Abner L. Merrill  
vs.

Journal 16, Page 200.

Phebe Williams et al

On motion of the plaintiff, and on his producing the return of the Sheriff of the sales 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 so far as relates to the 2<sup>nd</sup> tract of 21<sup>7/8</sup> acres have not been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and the same are hereby approved and confirmed as to said 2<sup>nd</sup> tract.

And it is further ordered that the said Sheriff convey to the purchaser C. D. Curry by deed according to law, the property so sold to him; and said purchaser is hereby subrogated to all the rights of said lien holders, in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale, of said 2<sup>nd</sup> tract amounting to \$619.<sup>20</sup> it is ordered that the Sheriff out of the money in his hands arising therefrom, pay  
First: To the Treasurer of this County, the taxes, penalty, and interest against said property, the sum of \$38.<sup>00</sup>

Entry

6351

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Secondly: The costs of this action already made taxed at \$77<sup>65</sup>  
Thirdly: To Emma Robinson, Phela A. Robinson, Otway C. Robin-  
son, and Calvin C. Robinson, each the sum of One hundred  
dollars, without interest.

Fourthly: To the plaintiff herein, the balance of the money in  
his hands arising from the sale of said 2<sup>nd</sup> tract, to wit, the  
sum of \$81<sup>23</sup>.

It further appearing to the Court that John P. Williams  
purchased of said Sheriff the 1<sup>st</sup> described tract of 164 acres in  
good faith and deposited \$200<sup>00</sup> to bid said sale, but is now  
unable to pay the balance of the purchase money and has given  
notice that he will not do so.

It is therefore adjudged and decreed by the Court that  
said sale of said 1<sup>st</sup> tract be, and the same is hereby set aside;  
and the Sheriff is ordered to pay back to John P. Williams said  
\$200<sup>00</sup> or to his Attorneys D. W. Ayers.

It appearing also to the Court that the defendant Phela  
Williams, purchased of said Sheriff the 3<sup>rd</sup> tract, but has failed  
to pay any of the purchase money and has given notice that  
she cannot and will not do so, the sale of said 3<sup>rd</sup> tract is there-  
fore, set aside.

And it is ordered and decreed that said 1<sup>st</sup> and 3<sup>rd</sup> tracts  
be resold, that an Alias Order of Sale issue therefor to the Sheriff  
of this County, directing him to re-advertise and sell said  
premises as upon execution and report his proceedings to this  
Court for further order.

Entry  
6351 Afterward, on the 23<sup>rd</sup> day of June, 1892, an Entry was  
made on the Journal by the Clerk of said Court, to wit:

Abner L. Merrill

Journal 16, Page 201.

vs.

Phela Williams et al

The former order of this Court as to the \$200<sup>00</sup> paid by  
John P. Williams purchaser at former sale herein is modified  
as follows: It is ordered that the Sheriff retain \$52<sup>85</sup> and pay  
the balance of said \$200<sup>00</sup> to John P. Williams or his Attorney  
D. W. Ayers. And if said lands so bid off by said Williams at  
the former sale are purchased by person or persons other than  
the plaintiff herein, then the Sheriff is ordered to pay said sum  
of \$52<sup>85</sup> to said Williams or his said Attorney.

If said lands are bid in by plaintiff then Sheriff to keep  
said \$52<sup>85</sup> as his poundage herein.

John A. Price, Judge.

Pracipe

Afterward, on the 28<sup>th</sup> day of June, 1892, a Pracipe for an  
Alias Order of Sale was filed with the Clerk of said Court to wit:

State of Ohio,  
Union County ss: |  
Abner L. Merrill

In the Court of Common Pleas,

vs.

Phela Williams et al

To the Clerk:

Issue an Alias Order of Sale in

this case for the 1<sup>st</sup> & 3<sup>rd</sup> pieces of real estate.

J. C. Griffith, Attorney for Plaintiff.

Alias  
Order of  
Sale

Afterward, on the 28<sup>th</sup> day of June 1892, an 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 5<sup>th</sup> day of April, 1892, Abner D. Merrill obtained a judgment or decree against Phebe Williams, William H. Williams and Jesse Curry Administrator for the sum of four thousand five hundred and ninety-two <sup>74</sup>/<sub>100</sub> 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 Phebe Williams and W. H. Williams within one day from the 5<sup>th</sup> day of April, A. D. 1892, pay unto the said Abner D. Merrill the sum of forty-five hundred and ninety-two <sup>74</sup>/<sub>100</sub> dollars with interest at 8 percent. from the 4<sup>th</sup> day of April 1892 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 &c:

And Whereas, after the one day aforesaid have fully expired, and the said sum of forty-five hundred and ninety-two <sup>74</sup>/<sub>100</sub> 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 issued out of this Court, on the 6<sup>th</sup> day of April, A. D. 1892, under which the following lands and tenements were appraised, advertised and offered for sale, to wit: Situate in Union County, Ohio, and in Jerome Township, and part of V. M. Survey N<sup>o</sup> 1440 described as follows:

Beginning at a stake (witness by two sugar trees and a hickory) South-westerly corner to said Survey N<sup>o</sup> 1440; thence with the easterly line of said Survey N. 33<sup>o</sup> 45' - N. 99 <sup>70</sup>/<sub>100</sub> poles to a stone; thence S. 37<sup>o</sup> 45' - N. 31 poles to a stake; thence N. 33<sup>o</sup> 45' - N. 33 <sup>48</sup>/<sub>100</sub> poles to a stone corner to E. C. Clelands land in the center of the Plain City and California gravel road; thence with the center of said road S. 37<sup>o</sup> 45' - N. 186 <sup>48</sup>/<sub>100</sub> to a stake; thence continuing with the center of said road S. 17<sup>o</sup> - N. 119 <sup>20</sup>/<sub>100</sub> poles to a stake in the easterly line of the R. B. Curry farm; thence with said line S. 24<sup>o</sup> - E. 3 poles to a stone corner to said farm in the southerly line of said Survey N<sup>o</sup> 1440; thence with said line N. 57<sup>o</sup> 30' - E. 298 poles to the place of beginning containing 164 acres more or less.

Tract 3: Situate in the State of Ohio, County of Union, and Township of Jerome and part of V. M. Survey N<sup>o</sup> 1440 described as follows: Beginning at a stone in the center of the Plain City and California gravel road, and southeasterly corner of N. W. Currys land; thence with the south line of said land S. 85<sup>o</sup> 30' - N. 141 poles to a stone (witnessed by an ash and a thorn)

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South-west corner to said N. W. Curry's land: thence S. 2° N. 51<sup>52</sup> poles to a black walnut: thence S. 70° 15' E. 39 poles to a stake in place of an ash: thence S. 35° E. 15<sup>20</sup> poles to a stone: thence N. 73° 30' E. 28<sup>40</sup> poles to a stone: thence S. 25° E. 23<sup>48</sup> poles to a bur oak: thence S. 24° E. 30<sup>20</sup> poles to a stake in the center of the Plain City and California road: thence with the center of said road N. 17° E. 119<sup>50</sup> poles to a stake: thence N. 37° 45' E. 19<sup>20</sup> poles to the place of beginning containing 60 acres more or less.

And whereas, no sale was had under said order.

We therefore command you, that you proceed without delay to advertise and sell, according to the Statute regulating sales on judgments and executions at law, the said premises above described, under the appraisement had under the said former order of sale, to wit: \$33<sup>00</sup> per acre for the first piece of land herein described and \$38<sup>00</sup> for the 3<sup>rd</sup> lot described, 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 seal of said Court, this 28<sup>th</sup> day of June A. D. 1892. R. M. Leroy, Clerk.

(Seal)

And on the 30<sup>th</sup> 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:

Sheriff's Return

Service	60	The State of Ohio,   Sheriff's Return.
Notice to Ptr.	30	Union County ss:
Affidavit f.	30	In obedience to the command of the Order of
Writing Notice	30	Sale hereto annexed, I did on the 29 <sup>th</sup> day of June
Mileage	2 40	1892 cause to be advertised in the Marysville Tribune
Boardage	65 70	(a newspaper printed and published and of gen-
Return	25	eral circulation in said County) said lands and
Total	69 85	tenements to be sold at public sale, at the door of
Printers fee	26 50	the Court House of said County, on the 30 <sup>th</sup> day of
		July A. D. 1892, at 1 o'clock P. M. of said day. And having ad-

And then and there came John Curry and Phebe Williams who bid for the same the sum of fifteen hundred and sixty dollars, and four thousand five hundred and ten dollars; total \$6070.<sup>00</sup> and said sum being more than two thirds of the appraised value thereof, and said John Curry and Phebe Williams being the highest and best bidders therefor, I then and there publicly sold and struck off said lands and tenements to them for said sum of six thousand and seventy dollars.

Thomas Martin, Sheriff.

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Proof of Publication

Afterward, on the 7<sup>th</sup> day of September, 1892, Proof of Publication was filed with the Clerk of said Court, to wit:  
Abner L. Merrill

vs. 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 July 30<sup>th</sup>, 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 Jerome, County of Union and State of Ohio, and bounded and described as follows:

Tract 1<sup>st</sup>: Situated in Union County, Ohio, and in Jerome Township, and part of Virginia Military Survey N<sup>o</sup> 1440, and described as follows: Beginning at a stake (witnessed by two sugar trees and hickory) southeasterly corner to said Survey N<sup>o</sup> 1440: Thence with the easterly line of said Survey N. 33°-45'-W. 79 <sup>700</sup>/<sub>100</sub> poles to a stone; thence S. 37°-45'-W. 32 <sup>320</sup>/<sub>100</sub> poles to a stake; thence N. 33°-45'-W. 53 <sup>400</sup>/<sub>100</sub> poles to a stone corner to C. C. Cleland's land in the center of the Plain City and California gravel road; thence with the center of said road S. 37°-45'-W. 186 <sup>800</sup>/<sub>100</sub> poles to a stake; thence continuing with the center of said road S. 17°-W. 119 <sup>700</sup>/<sub>100</sub> poles to a stake in the easterly line of the R. B. Curry farm; thence with said line S. 24°-E. 3 poles to a stone corner to said farm in the southerly line of said Survey N<sup>o</sup> 1440; thence with said line N. 57°-30'-E. 298 poles to the beginning containing 16.4 acres more or less.

Tract 2<sup>nd</sup>: Situate in the State of Ohio, County of Union, and Township of Jerome, and part of Virginia Military Survey N<sup>o</sup> 1440, described as follows: Beginning at a stone in the center of the Plain City and California gravel road and south-easterly corner of W. W. Curry's land; thence with the south line of said land S. 84°-30'-W. 141 poles to a stone (witnessed by an ash and thorn) southwest corner to said W. W. Curry's land; thence S. 2°-W. 51 <sup>700</sup>/<sub>100</sub> poles to a black walnut; thence S. 70°-15'-E. 69 poles to a stake in place of an ash; thence S. 35°-E. 15 <sup>700</sup>/<sub>100</sub> poles to a stone; thence N. 73°-30'-E. 28 <sup>700</sup>/<sub>100</sub> poles to a stone; thence S. 25°-E. 23 <sup>700</sup>/<sub>100</sub> poles to a birch oak; thence S. 24°-E. 30 <sup>700</sup>/<sub>100</sub> poles to a stake in the center of the said Plain City and California gravel road; thence with the center of said road N. 17°-E. 119 <sup>700</sup>/<sub>100</sub> poles to a stake; thence N. 37°-45'-E. 19 <sup>700</sup>/<sub>100</sub> poles to the beginning containing 60 acres more or less.

First tract of 16.4 acres appraised at \$33<sup>00</sup> per acre.  
Second tract of 60 acres appraised at \$38<sup>00</sup> per acre.

Terms of Sale, Cash.  
The State of Ohio,  
Union County, ss: Thomas Martin, Sheriff,  
Union County, Ohio.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the 'Marysville Tribune' a newspaper of general circulation in the County of Union, the first publication beginning with June

29<sup>th</sup>, 1892.

Motion  
6351

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Entry  
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29<sup>th</sup>, 1892.

W. O. Shearer.

Sworn to and subscribed before me, this 7<sup>th</sup> day of September 1892. (Seal) R. M. Leroy, Clerk.

6351 Afterward, on the 12<sup>th</sup> day of September, 1892, a motion was filed with the Clerk of Court, to wit:

State of Ohio, | In the Court of Common Pleas.  
Union County |  
Abner L. Merrill

vs. | Motion.  
Phebe Williams et al

Plaintiff moves that the sale heretofore made under the Alias Orders of this Court be confirmed, did order and distribution made.

6351 Afterward, on the 12<sup>th</sup> day of September, 1892, an entry was made on the Journal by the Clerk of said Court.

Abner L. Merrill | Journal 16, Page 212.  
vs. |  
Phebe Williams 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 on the 60 and 164 acre tracts; 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 sales be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, John Curry by deed, according to law, the one hundred and sixty-four acre tract so sold to him, and to the purchaser, Phebe Williams, by deed, according to law the sixty acre tract so sold to her; and said purchasers are hereby subrogated to all the rights of the said lien holder, the plaintiff herein, in said premises, so far as he may be paid herein for the protection of their title; and a writ of possession is awarded to put said purchasers 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 sales amounting to \$4510<sup>00</sup> for the 164 acre tract and \$1560<sup>00</sup> for the 60 acre tract or a total of \$6070<sup>00</sup> it is ordered that the Sheriff out of the money in his hands pay

First: To the Treasurer of this County the taxes, penalty and interest against said property, to wit, the sum of \$373<sup>75</sup>

Secondly: The unpaid costs of this action taxed at \$103<sup>73</sup>

Thirdly: To the plaintiff, Abner L. Merrill the balance of the amount heretofore found due him, with interest, to wit the sum of \$4572<sup>15</sup>

Fourthly: To the defendant, Phebe Williams the balance of the

money in his hand, to wit, the sum of \$1020.<sup>17</sup>

Description of the lands in the name of Phebe Williams and others.

Tract One: Situate in Union County Ohio, and in Jerome Township and part of Virginia Military Survey N<sup>o</sup> 1440 described as follows: Beginning at a stake (witnessed by two sugar trees and hickory) south-easterly corner to said Survey N<sup>o</sup> 1440: thence with the easterly line of said Survey N. 33° 45' - N. 99° 40' poles to a stone;

thence N. N. Curry James Curry

Survey N<sup>o</sup> 1440 for 1000 Acres

Phebe Williams & others 21 Acres  
C. C. Bloland N<sup>o</sup> 9736  
J. M. Gardiner

Phebe Williams & others 60 Acres

R. B. Curry Farm

R. B. Curry farm: thence with said line S. 24° E. 3 poles to a stone corner to said farm in the southerly line of said Survey N<sup>o</sup> 1440: thence with said line N. 57° 36' - E. 278 poles to the beginning containing 16.4 acres more or less.

Phebe Williams & others 16.4 Acres. S. 37° 45' - N. 31° poles to a stake; thence N. 33° 45' - N. 53° poles to a stone corner to C. C. Bloland's land in the center of the Plain City and California gravel road; thence with the center of said road S. 37° 45' - N. 186 poles to a stake; thence continuing with the center of said road S. 17° N. 119 poles to a stake in the easterly line of the

Tract Two: Situate in the State of Ohio, County of Union, Township of Jerome and part of Virginia Military Survey N<sup>o</sup> 1440, described as follows: Beginning at a stone in the center of the Plain City and California gravel road, and in the easterly line of said Survey N<sup>o</sup> 1440: thence with said line N. 33° 45' - N. 24° poles to a stone southeasterly corner of John Curry's land: thence with the southerly line of said land S. 57° 15' - N. 88 poles to a stake northeasterly corner of W. W. Curry land; thence with the easterly line of said land S. 33° 45' - E. 55 poles to a stake corner of said W. W. Curry's land in the center of said Plain City and California gravel road: thence with the center of said road N. 37° 45' - E. 94 poles to the beginning, containing 21 acres after excepting one acre now used for school purposes.

Tract Three: Situate in the State of Ohio, County of Union and Township of Jerome and part of Virginia Military Survey N<sup>o</sup> 1440 described as follows: Beginning at a stone in the center of the

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Plain City and California gravel road and southeasterly corner of W. W. Curry's land; thence with the south line of said land S. 75° 30' N. 141 poles to a stone (witnessed by an ash and thorn) southwest corner to said W. W. Curry's land; thence S. 2° N. 51.20 poles to a black walnut; thence S. 70° 15' E. 37 poles to a stake in place of an ash; thence S. 35° E. 15.20 poles to a stone; thence N. 73° 30' E. 24.40 poles to a stone; thence S. 25° E. 23.78 poles to a bur oak; thence S. 24° E. 30.20 poles to a stake in the center of the said Plain City and California gravel road; thence with the center of said road N. 17° E. 119.50 poles to a stake; thence N. 37° 45' E. 17.20 poles to the beginning containing 60 acres more or less.

This plat and description filed in Clerk's Office April 5, 1892.

Witness:  
 J. C. Kennedy Chain carrier 27.00  
 A. S. Mowry for field notes, Plat calculations & descriptions 87.00  
 Surveyed by A. S. Mowry.  
 J. Charles Kennedy, Assistant

Attest  
 A. S. Mowry Clerk

Williams

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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 April term, on the 4<sup>th</sup> 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 13<sup>th</sup> day of February 1892, Mary J. M<sup>rs</sup>. Dowell filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Alva M<sup>rs</sup>. Dowell to-wit:

Petition Mary J. M<sup>rs</sup>. Dowell, Plaintiff  
 vs.  
 Alva M<sup>rs</sup>. Dowell, Defendant  
 Court of Common Pleas,  
 Union County, Ohio.

6335- The plaintiff says: That she has a legal right to and is entitled to dower as the widow of William R. M<sup>rs</sup>. Dowell (who died March 17, 1887) in the following real estate, situate in the County of Union and State of Ohio and in the Township of Darby V. N. Survey N<sup>o</sup>. 2877 and bounded and described as follows:

Beginning at a stake at the intersection of the branch of the Mitchell road with the Columbus and Marysville road and on the line of land formerly occupied by Harvey Iron and now by John Oliver; thence with the center of said branch road N. 37 1/2° E. 244 7/10 poles to a stone corner to John C. Mitchell; thence with one of Mitchell's lines S. 35° E. 129 7/10 poles to a stone another of said Mitchell's corners; thence with another of his lines S. 54° 50' N. 197 7/10 poles to a stake on the banks of Darby Creek; thence up

the creek with the meanders N. 25° - N. 13<sup>7</sup>/<sub>8</sub> poles N. 46° - N. 17 poles S. 77°  
 N. 20 poles to a stake on the banks of said creek; thence N. 20° - E. 6<sup>7</sup>/<sub>8</sub>  
 poles to a stake in the center of the Columbus and Marysville road,  
 thence with the center of said road and twenty feet from the  
 said Robinson fence - as it now stands; N. 76° - N. 37<sup>7</sup>/<sub>8</sub> poles to an  
 angle in said road N. 69<sup>1</sup>/<sub>2</sub> - N. 18<sup>7</sup>/<sub>8</sub> poles to an angle N. 43° - N. 12<sup>12</sup>/<sub>100</sub>  
 poles to an angle; thence N. 26<sup>1</sup>/<sub>4</sub> - N. 32<sup>1</sup>/<sub>2</sub> poles to the beginning con-  
 taining (exclusive of the grave-yard which is not hereby convey-  
 ed) one hundred and eighty-three <sup>3</sup>/<sub>4</sub> <sup>13</sup>/<sub>8</sub> acres.

That the defendant who is an infant 10 years of age as  
 the only heir at law of said William R. M<sup>c</sup> Dowell is entitled  
 to hold and have said lands in fee simple subject to the said  
 dower interest of this plaintiff.

Plaintiff desires to have her interest set off to her in sev-  
 eralty and prays that partition may be made, or if that can  
 not be done that such proceedings may be had as are author-  
 ized by law.

D. W. Ayers,

Attorney for Plaintiff.

State of Ohio,

Union County ss:

Mary J. M<sup>c</sup> Dowell being duly sworn says the facts stat-  
 ed and allegations made in her foregoing petition are as she  
 believes true.

Mary J. M<sup>c</sup> Dowell.

Sworn to before me and signed by Mary J. M<sup>c</sup> Dowell in  
 my presence this 13<sup>th</sup> day of February, 1892.

(Seal)

R. M<sup>c</sup> Leroy, Clerk of Court.

Procipe

To Clerk:

Issue Summons upon the petition in the above case to  
 Sheriff of Union County, Ohio, returnable according to law.  
 Indorse: "Action for Partition."

D. W. Ayers, Attorney for Plaintiff.

Summons

Afterward, on the 13<sup>th</sup> day of February, 1892, a Summons  
 was issued by the Clerk of said Court.

6335

The State of Ohio,  
 Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Alva M<sup>c</sup> Dowell  
 that she has been cited by Mary J. M<sup>c</sup> Dowell in the Court of  
 Common Pleas of Union County, and must answer by the 12<sup>th</sup>  
 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 22<sup>nd</sup>  
 day of February A. D. 1892.

Witness my hand and the seal of said Court, this 13<sup>th</sup> day  
 of February A. D. 1892.

(Seal)

of February A. D. 1892.

R. M<sup>c</sup> Leroy, Clerk.

Indorsed: "Action for Partition."

And on the 18<sup>th</sup> day of February, 1892, the Sheriff of said  
 County returned said writ to the Clerk's Office in said County:

Sheriff's  
 Return

The State of Ohio,  
 Union County

Sheriff's Return

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Entry

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Received this writ February 13<sup>th</sup>, A.D. 1892, at 10 o'clock A.M. and served same by delivering a certified copy thereof with the endorsements thereon to Alva M<sup>rs</sup> Dowell; and also served by delivering a certified copy of this writ to Mary J. M<sup>rs</sup> Dowell mother of said minor and the person with whom said minor resides on the 18<sup>th</sup> day of February 1892.

Ser. Return	30
Milage	2 00
Copy	40
Total	\$ 72 00

Thomas Martin, Sheriff

Entry

Afterward, on the 11<sup>th</sup> day of April, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6335

Mary J. M<sup>rs</sup> Dowell

vs.

Journal 16, Page 163.

Alva M<sup>rs</sup> Dowell

It appearing to the Court that the defendant Alva M<sup>rs</sup> Dowell is a minor under fourteen years of age and has been duly and legally served with summons herein on motion of the plaintiff W. T. Hoopes is hereby appointed guardian for the suit for said minor defendant. And now comes the said in open Court and accepts said appointment.

Answer

of Guardian Ad Litem

Afterward, on the 11<sup>th</sup> day of April, 1892, an Answer was filed with the Clerk of said Court, to wit:

6335

Mary J. M<sup>rs</sup> Dowell

vs.

Court of Common Pleas,  
Union County, Ohio.

Alva M<sup>rs</sup> Dowell

Alva M<sup>rs</sup> Dowell minor defendant by W. T. Hoopes 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 to grant her such relief as is proper. W. T. Hoopes, Guardian Ad Litem.

Entry

6335

Mary J. M<sup>rs</sup> Dowell

vs.

Journal 16, Page 163.

Alva M<sup>rs</sup> Dowell

And now this cause coming on to be heard on the petition and the answer of Alva M<sup>rs</sup> Dowell by her guardian ad litem and the evidence and the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition and that they are in default for answer thereto. Thereupon the Court further find that the plaintiff and defendant hereinafter named are tenants in common in the estate described in the petition; that the said Mary J. M<sup>rs</sup> Dowell as the widow of William R. M<sup>rs</sup> Dowell is entitled to dower therein and that subject thereto the defendant Alva M<sup>rs</sup> Dowell is entitled to all of said estate 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 of said estate be made and that dower therein be

assigned to the said Mary J. M<sup>rs</sup> Dowell; and that W. P. Beightler, J. P. Martin and Cyrus Zimmerman three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make and set off the same.

And it is ordered that if said estate is entire and cannot be divided by metes and bounds the dower of Mary J. M<sup>rs</sup> Dowell as of a third part of the rents issues and profits thereof and that said estate be appraised subject to said dower.

And it is ordered that a writ issue to the Sheriff of Union County Ohio, 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 herein before severally found entitled, and also cause to be set off and assigned in manner as above ordered the dower of the said Mary J. M<sup>rs</sup> Dowell, and of his proceedings herein the said Sheriff is ordered to make due report.

Afterward, on the 13<sup>th</sup> day of April, 1892, Writ of Partition was issued by the Clerk of said Court, to wit:  
State of Ohio,

Writ of Partition  
24  
Dower

Union County. To the Sheriff of said County - Greeting:  
We command you, That without delay by the oaths of W. P. Beightler, J. P. Martin, and Cyrus Zimmerman you cause to be set off and assigned to Mary J. M<sup>rs</sup> Dowell widow of William R. M<sup>rs</sup> Dowell 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, Virginia Military Survey N<sup>o</sup> 2877 and bounded and described as follows: Beginning at a stake at the intersection of the Mitchell road with the Columbus and Marysville road and in the line of land formerly occupied by Harvey Irwin, and more by John K. River; thence with the center of said branch road N. 54<sup>1</sup>/<sub>2</sub>° - E. 244<sup>7</sup>/<sub>10</sub> poles to a stone corner to John C. Mitchells; thence with one of Mitchells lines S. 35° - E. 129<sup>7</sup>/<sub>10</sub> poles to a stone another of said Mitchells corners; thence with another of his lines S. 54° - 50' - N. 129<sup>5</sup>/<sub>100</sub> poles to a stake on the banks of Darby creek; thence up the creek with its meanders N. 25° - N. 13<sup>7</sup>/<sub>10</sub> poles N. 46° - N. 17 poles S. 77° - N. 20 poles to a stake on the banks of said creek; thence N. 20° - E. 6<sup>7</sup>/<sub>10</sub> poles to a stake in the center of the Columbus and Marysville road; thence with the center of said road twenty feet from the Robinson fence as it now stands N. 76° - N. 37<sup>7</sup>/<sub>100</sub> poles to an angle in said road N. 69<sup>1</sup>/<sub>2</sub>° - N. 18<sup>7</sup>/<sub>10</sub> poles to an angle; N. 43° - N. 12<sup>7</sup>/<sub>100</sub> poles to an angle; thence N. 26<sup>1</sup>/<sub>2</sub>° - N. 32<sup>6</sup>/<sub>100</sub> poles to the beginning containing exclusive of the graveyard which is not hereby conveyed 183<sup>13</sup>/<sub>100</sub> acres.

Subject to said Dower estate, among the persons named herein, and in the following proportion, to wit: To Alva M<sup>rs</sup> Dowell

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all of the estate subject to the Dower, 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 J. M<sup>rs</sup> Dowell is plaintiff and Alva M<sup>rs</sup> Dowell is defendant; 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 13<sup>th</sup> day of April A.D. 1892. R. M. Leroy, Clerk.

Sheriff's Return

And on the 2<sup>nd</sup> day of May 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which returns as follows: As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of W. P. Beightler, J. P. Martin, and Cyrus Zimmerman causing Dower to be assigned to Mary J. M<sup>rs</sup> Dowell widow of William R. M<sup>rs</sup> Dowell, deceased and partition to be made of the premises in said writ described; and the said Commissioners being of the opinion that the said premises can be divided without manifest injury, I have caused the same to be partitioned; all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.

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Swear Com.	25
Report of "	2 00
Convey. "	2 00
Return	50
Total Com	9 75
Surveyor	19 00

Given under my hand this 20<sup>th</sup> day of April, A.D. 1892. Thomas Martin, Sheriff.

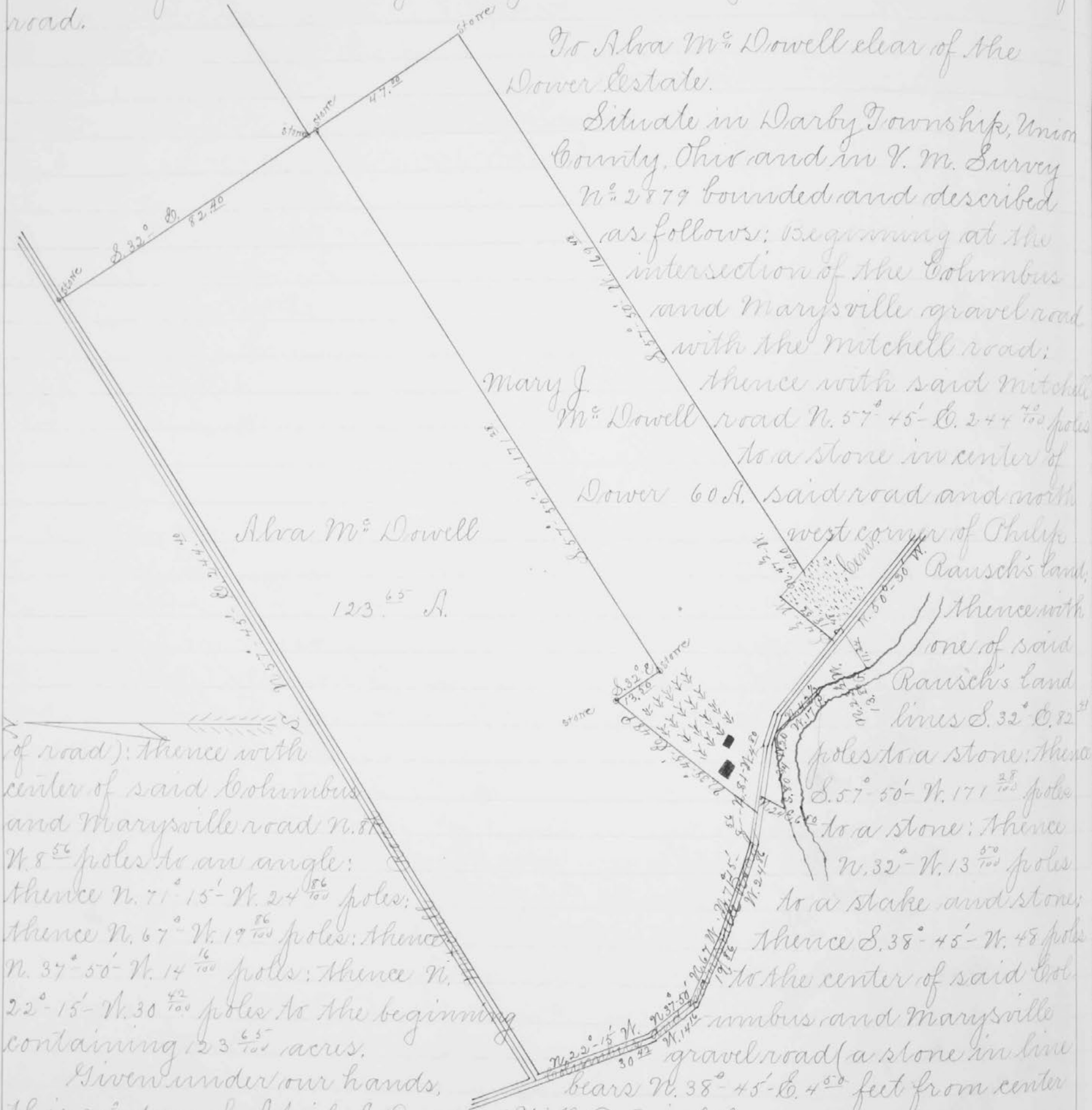
Comm. Report

Mary J. M<sup>rs</sup> Dowell  
vs.  
Alva M<sup>rs</sup> Dowell

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 do set off and assign to the said Mary J. M<sup>rs</sup> Dowell widow of William R. M<sup>rs</sup> Dowell deceased as her dower estate in said land, to wit: Situate in Darby Township, Union County, Ohio, and part of V.M. Survey 2879 bounded as follows: Beginning in the center of the Columbus and Marysville gravel road (a stone with brick under it bears N. 38° 45' E. 4 1/2 feet from center of road: thence N. 38° 45' E. 48 poles to a stake and stone: thence S. 32° E. 13 3/4 poles to a stone: thence N. 57° 50' E. 171 3/4 poles to a stone in the west line of John C. Mitchell's land: thence with said Mitchell's land line S. 32° E. 47 poles to a stone corner to said Mitchell: thence with another of said Mitchell's lines S. 57° 50' N. 169 1/4 poles to the north line of of the Mitchell Cemetery: thence with said cemetery N. 47° 30' N. 9 poles: thence S. 41° 30' N. 18 5/8 poles to the center of the said Columbus and Marysville gravel road: thence with said road S. 50° 30' E. 3 3/8 poles: thence S. 57° 50' N. 11 3/8 poles to a stake on the bank of Big Darby Creek: thence up the creek on the north side thereof N. 22° 30' N. 13 3/8 poles N. 42° 30' N. 17 poles S. 70° 45' N. 20 poles

As a stake: thence N. 24° E. 6 <sup>50</sup>/<sub>100</sub> poles to the center of the Columbus and Marysville gravel road (a stone with pieces of brick under it bears S. 24° N. 8 <sup>50</sup>/<sub>100</sub> feet:.) thence with the center of said road N. 81° N. 4 <sup>80</sup>/<sub>100</sub> poles to the beginning, containing 60 acres, exclusive of road.



To Alva M. Dowell clear of the Lower Estate.  
 Situate in Darby Township, Union County, Ohio and in V. M. Survey N. 2879 bounded and described as follows: beginning at the intersection of the Columbus and Marysville gravel road with the Mitchell road; thence with said Mitchell road N. 57° 45' E. 244 <sup>70</sup>/<sub>100</sub> poles to a stone in center of Lower 60 A. said road and north west corner of Philip Rausch's land; thence with one of said Rausch's land lines S. 32° E. 72 <sup>31</sup>/<sub>100</sub> poles to a stone; thence S. 57° 50' N. 171 <sup>28</sup>/<sub>100</sub> poles to a stone; thence N. 32° N. 13 <sup>50</sup>/<sub>100</sub> poles to a stake and stone; thence S. 38° 45' N. 48 poles to the center of said Columbus and Marysville gravel road (a stone in line bears N. 38° 45' E. 4 <sup>50</sup>/<sub>100</sub> feet from center

of road): thence with center of said Columbus and Marysville road N. 81° N. 8 <sup>50</sup>/<sub>100</sub> poles to an angle; thence N. 71° 15' N. 24 <sup>50</sup>/<sub>100</sub> poles; thence N. 67° N. 19 <sup>50</sup>/<sub>100</sub> poles; thence N. 37° 50' N. 14 <sup>50</sup>/<sub>100</sub> poles; thence N. 22° 15' N. 30 <sup>50</sup>/<sub>100</sub> poles to the beginning containing 123 <sup>65</sup>/<sub>100</sub> acres.

Given under our hands, this 20<sup>th</sup> day of April, A. D. 1892.  
 Commissioners: Will P. Bightler, J. C. Martin, Cyrus Zimmerman

Entry 6335  
 Afterward, on the 4<sup>th</sup> day of May, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:  
 Mary J. M. Dowell  
 vs.  
 Alva M. Dowell  
 Journal 16, Page 188.

On motion to the Court by the plaintiff and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and the same having been examined by the Court and found in all respects correct and in conformity to law and the former orders of this Court, the said proceedings and report are hereby approved and confirmed.  
 It is therefore ordered and decreed that the said Mary J.

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M<sup>rs</sup> Dowell have and possess the lands so assigned to her, as and for her reasonable dower in said premises and the other side party Alva M<sup>rs</sup> Dowell hold in severally the part and premises so set off and assigned to her.

And the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several parties put upon record in the office of the Recorder of this County.

And it is further ordered that the costs of this action including a counsel fee of \$177<sup>50</sup> to D. W. Ayers, Attorney, for services herein paid to \$--- be paid by said parties in the following proportion, to wit: one-third of said costs and expenses to Mary J. M<sup>rs</sup> Dowell, and two-thirds to Alva M<sup>rs</sup> Dowell and in default thereof for 10 days that execution issue 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 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 4<sup>th</sup> 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 23<sup>rd</sup> day of March 1892, Hiram Inskeep filed in the Clerk's Office of the said Court of Common Pleas the following Petition against French Inskeep Hiram Inskeep, Plaintiff

Petition

6359

vs.  
French Inskeep, Zetta Inskeep,  
Eli Sherrill, Defendants

Court of Common Pleas,  
Union County, Ohio.

The plaintiff says: That he is the owner in fee simple, and entitled to the immediate possession of the following lands and tenements, to wit: being one undivided one-half of the following described real estate situate in the County of Union and State of Ohio, and in Allen Township, and part of Survey N<sup>o</sup> 3681.

Beginning at two lines on the line of William Haines' lot 80 poles N. 57-31-0 from his south-west corner: thence with the line of said Haines N. 53-0-108 poles to two lines and a hickory on the bank of Darby Creek; thence with the meanders of the creek down the stream N. 83-0-29 poles N. 19-0-16 poles S. 66-30-0-103 poles to three hack berries; thence S. 51-30-N. 194 poles to a black ash and white elm; thence N. 38-30-N. 98 poles to the beginning containing 100 acres, more or less, being the land formerly owned by William Inskeep, deceased, by deed from his father Job Inskeep deceased.

Also the following tract of land situate in the County of

Union, State of Ohio, and in Allen Township, and part of Survey  
 n<sup>o</sup> 3681 <sup>3/4</sup> 3449. Beginning at a corner in the road near  
 what is called the Moore school house on a hill, being nearly the  
 north-east corner of said piece of land: thence N. 47 poles and  
 eleven feet to Darby Creek near the red school-house to a stone,  
 thence with the meanderings of said Darby Creek to a corner,  
 thence N. 20 poles to the beginning containing four (+) acres more  
 or less, and being the same land deeded to W. & W. C. Inskeep by  
 Pierson F. Holycross and wife on the 4<sup>th</sup> day of February 1870  
 and recorded in Vol. 47, Page 247, Union County Record of Deeds.

That the plaintiff owns one undivided one-half part of  
 both said tracts above described. That French Inskeep, a  
 minor, son of William C. Inskeep, deceased, is tenant in common  
 with the plaintiff, he also owning one undivided one-half part  
 of both the above described tracts of land. That the said  
 French Inskeep is over the age of fourteen years, to wit: of the age  
 of nineteen years. That the defendant Zetta Inskeep is the  
 widow of the said William C. Inskeep deceased, and as plaintiff  
 is advised, informed and believes, is entitled to dower in the one  
 undivided half belonging to said French Inskeep. That the  
 title of said French Inskeep to said premises was inherited by  
 him from his father, the said William C. Inskeep. That the  
 said Eli Sherritt is Administrator on the estate of said William  
 C. Inskeep, deceased.

Plaintiff therefore asks that the said French Inskeep,  
 Zetta Inskeep and the said Eli Sherritt as Administrator of said  
 William C. Inskeep deceased be made party defendants to this petition.  
 And plaintiff desiring to hold his said interest in sever-  
 ally asks that partition be made to said premises, or if partition  
 cannot be made without manifest injury then that the premises  
 may be sold, or other proper order taken pursuant to the Statute,  
 and that the dower interest of the said Zetta Inskeep be assign-  
 ed to her from the interest and estate of said French Inskeep,  
 and that the plaintiff have such other and further relief as  
 in equity he is entitled to.

Porter & Porter Attorneys for Plaintiff  
 Hiram Inskeep, the plaintiff herein, being sworn, makes  
 oath, that the facts stated in the foregoing petition are true, as he  
 believes.  
 Hiram Inskeep.

Sworn to by Hiram Inskeep before me, and signed by him  
 in my presence this 23<sup>rd</sup> day of March, A. D. 1892.  
 (Seal) R. M<sup>o</sup> Croy, Clerk of Court.

Oracipe To the Clerk:

Issue a Summons directed to the Sheriff of Champaign  
 County, for the above defendants, returnable according to law, and  
 deliver the same to the plaintiff. Indorse: "Action for the  
 partition of real estate."

Porter & Porters, Attorney for Plaintiff  
 March 23<sup>rd</sup>, 1892.

Summons

6359

Sheriff's Return

Entry

6359

Answer

of

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Ad Litem

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Entry

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Summons

Afterward, on the 23<sup>rd</sup> day of March, A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

6359

The State of Ohio,  
Union County

To the Sheriff of Champaign County:

You are hereby commanded to notify French Inskeep, Zetta Inskeep and Eli Sherritt that they have been sued by Hiram Inskeep in the Court of Common Pleas of Union County, and must answer by the 23<sup>rd</sup> 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 4<sup>th</sup> day of April, A. D. 1892.

Witness my hand and the seal of said Court, this 23<sup>rd</sup> day of March A. D. 1892. R. M. Leroy, Clerk.

Indorsed: "In action for the partition of real estate."

Sheriff's Return

And on the 28<sup>th</sup> day of March, 1892, the Sheriff of said County returned said writ in the Clerk's office in said County which return is as follows:

Service	60	The State of Ohio,	Sheriff's Return.
Subst.		Champaign County.	
Milage	256	Received this writ March 24 <sup>th</sup> , A. D. 1892, at 3 o'clock	
Copy	48	P. M. and served same by handing French Inskeep,	
Return	30	Zetta Inskeep & Eli Sherritt personally, each a certified	
Total	\$ 4 18	Copy thereof with the indorsements thereon this 25 <sup>th</sup> day	

of March 1892. M. B. Sarbe, Sheriff  
By E. F. Ireland, Deputy.

Entry

Afterward, on the 3<sup>rd</sup> day of May, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6359

Hiram Inskeep

Journal 16, Page 182.

vs.  
French Inskeep et al

This day R. L. Woodburn was appointed Guardian ad litem for French Inskeep, a minor defendant in this case - and thereupon said R. L. Woodburn appeared in open Court and accepted said appointment.

Answer

Afterward, on the 3<sup>rd</sup> day of May, 1892, an Answer was filed with the Clerk of said Court to wit:

of

Hiram Inskeep, Plaintiff

Court of Common Pleas,  
Union County, Ohio.

vs.  
Ad Litem

French Inskeep et al. Defendants

6359

R. L. Woodburn as Guardian ad litem of French Inskeep a minor defendant for answer to plaintiff's petition said it is true that said minor is a tenant in common with plaintiff in said premises owning one undivided one-half thereof, and said Guardian ad litem asks the Court to protect the said minor in all of his rights in the premises.

R. L. Woodburn, Guardian ad litem for  
French Inskeep.

Entry

Afterward, on the 3<sup>rd</sup> day of May, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6359

Hiram Inskeep  
vs.  
French Inskeep et al

Journal 16, Page 172.

This day this cause came on to be heard upon the petition of plaintiff and the answer of French Inskeep a minor by his Guardian ad litem, and the Court being fully advised in the premises find that due and legal notice and service has been made upon all the defendants of the demand of said petition, and the Court find that the said Hiram Inskeep has a legal right to and is seized in fee simple of one undivided one-half part of the premises described in plaintiff's petition, and that the said French Inskeep is tenant in common with plaintiff in said premises, also owning in fee simple one undivided one-half part thereof.

It is therefore ordered that a writ of partition issue to the Sheriff of said County of Union commanding him, that by the oaths of A. S. Mowry, Samuel Waddle and William S. Carpl partition of said land be made in the following proportions to wit: to the said Hiram Inskeep one equal half part; and to said French Inskeep one equal half part. This one half part of said French Inskeep is subject to the dower estate of the said Zetta Inskeep.

It is further ordered that the Sheriff return his proceedings in the premises forthwith.

Pracipe Hiram Inskeep  
vs.  
6359 French Inskeep et al  
To the Clerk:

Filed May 10<sup>th</sup>, 1892.

Issue an Order of Partition in this case, returnable forthwith. Porter & Porter, Attorney for Plaintiff.

Writ of Partition

Afterward, on the 10<sup>th</sup> day of May, 1892, a Writ of Partition was issued by the Clerk of Court, to wit:

6359

Union County ss:

To the Sheriff of said County -- Greeting:

We command you, that without delay, by the oaths of A. S. Mowry, Samuel Waddle, and William S. Carpl, you cause partition to be made of the following described premises, situate in the County of Union, and State aforesaid, to wit: In Allen Township, part of Survey N<sup>o</sup> 3681. Beginning at two lymns on the line of William Haines lot 80 poles N. 51° 30' E. from his south-west corner: thence with the line of said Haines N. 53° E. 108 poles to two lymns and a hickory on the bank of Darby Creek: thence with the meanders of the creek down stream N. 83° E. 29 poles N. 19° E. 16 poles S. 66° 30' E. 103 poles to three hackberries: thence S. 51° 30' N. 194 poles to a black ash and white elm: thence N. 38° 30' N. 98 poles to the beginning containing 100 acres more or less, being formerly the land owned by William Inskeep, deceased.

Also the following tract of land situate in the County of Union and State of Ohio, and Allen Township, part of Survey

Sheriff's Return

Comm. Report

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N: 36.81  $\frac{3}{4}$  3447. Beginning at a corner in the road near what is called the Moore School house on a hill, being nearly the N. E. corner of said piece of land: thence N. 47 poles and 11 feet to Darby creek near the red school house to a stone: thence with the meanderings of said Darby creek to a corner: thence N. 20 poles to the beginning containing four acres (4) more or less, and being the same land deeded to R. W. C. Inskeep by Pierson Holycross and wife on the 4<sup>th</sup> day of February 1877 and recorded in Vol 47, Page 247 Union County Records of Deeds, among the persons named herein, and in the following proportions, to wit:

To Hiram Inskeep, one equal half part ( $\frac{1}{2}$ ): to French Inskeep one equal half part subject to the dower estate of Zetta Inskeep widow of William Inskeep, deceased, 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 Hiram Inskeep is plaintiff, and the said French Inskeep Zetta Inskeep and Eli Sherrell are defendants; and that your proceedings in the premises you distinctly certify under your hand, to our said Court forthwith.

Witness my name and the seal of said Court of Common Pleas, at the Court House in Marysville, this 10<sup>th</sup> day of May A. D. 1892. R. M. Leroy, Clerk.

And on the 21<sup>st</sup> 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: Sheriff's Return.

Service	60	As commanded by the foregoing writ of Partition I have executed the same by the oaths of A. S. Mowry Samuel Waddle and William S. Caryl, causing said partition to be made, as will appear by the report of the Commissioners, herewith returned. Given under my hand this 21 <sup>st</sup> day of June A. D. 1892. Thomas Martin, Sheriff
Milage	2 40	
Exp. Writ	1 20	
Swear. Com.	25	
Report of "	2 00	
Return	25	
Total	6 70	

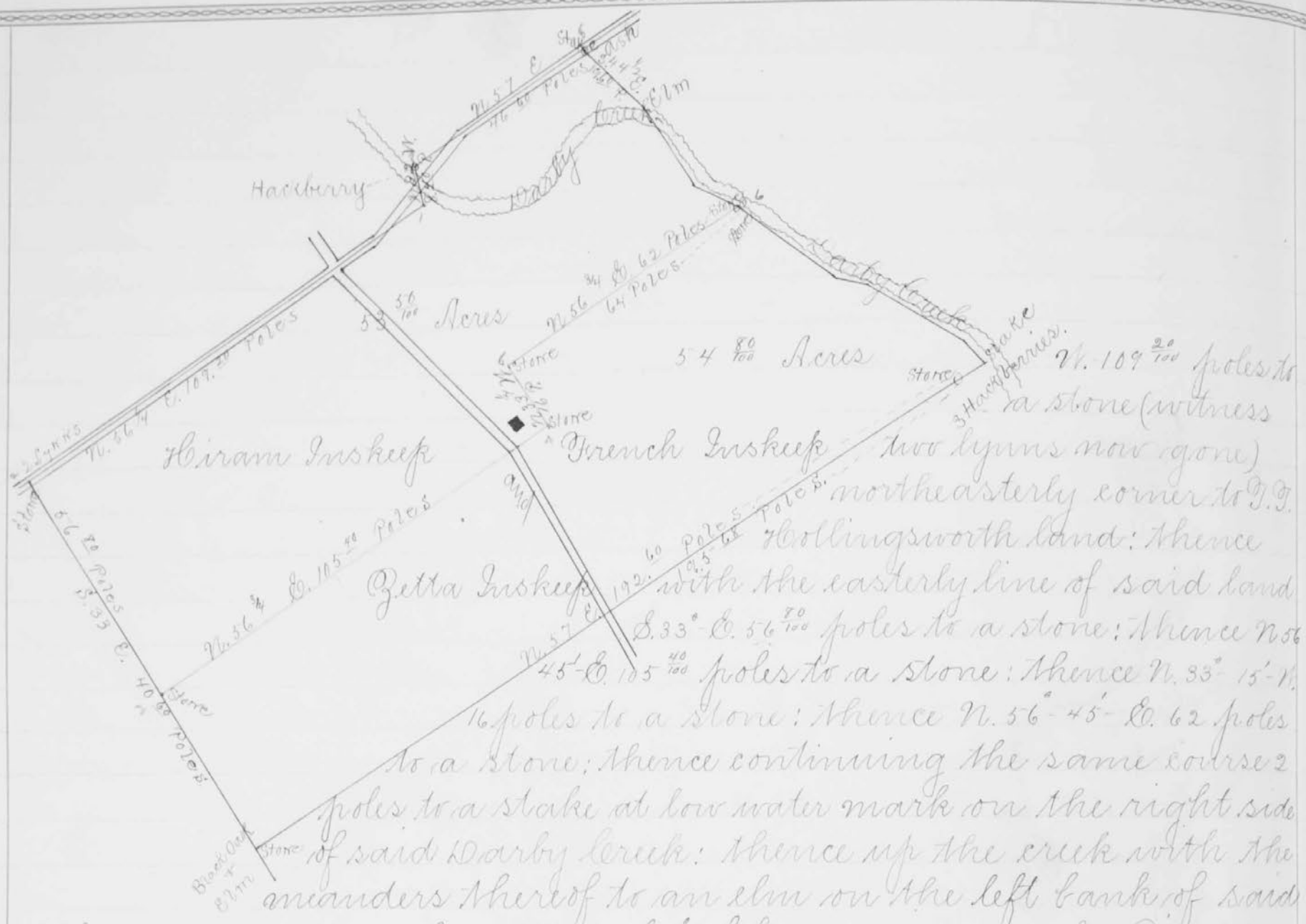
Hiram Inskeep vs. French Inskeep et al  
Court of Common Pleas.

According to the command of the writ of Partition in this case issued, and on the call of the Sheriff of said County we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do make partition of the same as is shown by the following plat and descriptions.

We set off and assign to Hiram Inskeep so much of said premises as is contained within the following boundary. Situate in the State of Ohio, County of Union and Township of Allen and part of Virginia Military Survey N<sup>o</sup> 36.81 described as follows: Beginning at 2 hynus on the right bank of Darby Creek lower corner on the creek to Levi Snuffin land; thence with the southerly line of said land and the center of the North Lewisburg and Darby gravel road S. 56° 15'

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Sheriff's Return  
Comm. Report



French Inskeep two lynch now gone) northwesterly corner to J. J. Hollingsworth land: thence with the easterly line of said land S. 33° - E. 56 <sup>7</sup>/<sub>100</sub> poles to a stone: thence N. 56° - 45' - E. 62 poles to a stone: thence N. 33° - 15' - E. 16 poles to a stone: thence N. 56° - 45' - E. 62 poles to a stone: thence continuing the same course 2 poles to a stake at low water mark on the right side of said Darby Creek: thence up the creek with the meanders thereof to an elm on the left bank of said creek and corner to a four acre lot of land conveyed by C. J. Holycross to H. & N. E. Inskeep February 4<sup>th</sup>, 1879: thence with the easterly line of said land N. 47° - 30' - W. 19 <sup>6</sup>/<sub>100</sub> poles to a stake corner to said land in the center of a road and southerly line of J. D. and H. E. Spain's land: thence with said line S. 57° - W. 46 <sup>7</sup>/<sub>100</sub> poles to a Hackberry corner to said land on the left bank of said Darby Creek: thence down said creek to the beginning containing 55 <sup>1</sup>/<sub>100</sub> acres after excluding the bed of said Darby Creek where it runs through said premises. \*

And we do set off and assign to French Inskeep subject to the dower estate of Zetta Inskeep so much of said premises as is contained within the following boundaries.

Situate in the State of Ohio, County of Union, and Township of Allen and part of Virginia Military Survey N<sup>o</sup> 3681, described as follows: Beginning at a Stone (beech, oak and Elm gone) in the easterly line of J. J. Hollingsworth's land and a corner to Lester Clark's land: thence with the northerly line of said Lester Clark's land N. 57° - E. 192 <sup>6</sup>/<sub>100</sub> poles to a stone (three hackberries gone): thence same course 2 <sup>7</sup>/<sub>100</sub> poles to a stake at low water mark on the left side of the old channel of Darby Creek: thence up the creek with the meanders thereof at low water mark on the left side to the lower corner on the creek to Hiram Inskeep's land: thence S. 56° - 45' - N. 2 poles to a stone: thence S. 56° - 45' - N. 62 poles to a stone: thence S. 33° - 15' - E. 16 poles to a stone: thence S. 56° - 45' - N. 105 <sup>7</sup>/<sub>100</sub> poles to a stone corner to said Hiram Inskeep's land in the easterly line of said J. J. Hollingsworth's land thence with said line S. 33° - E. 40 <sup>6</sup>/<sub>100</sub> poles to the beginning containing 54 <sup>8</sup>/<sub>100</sub> acres.

Given under our hands, this 20<sup>th</sup> day of June, A. D. 1892.  
 Commissioners { A. S. Mowry, Samuel Waddel, W<sup>m</sup> S. Caryl.

Motion  
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Motion

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Afterward, on the 24<sup>th</sup> day of June, 1892, a motion was filed with the Clerk of said Court, to wit:

Hiram Inskeep,

vs.

Court of Common Pleas,  
Union County, Ohio.

French Inskeep et al

Now comes the defendants and moves the Court to set aside the Report of the Commissioners in the above case for the following reasons: 1<sup>st</sup>. That the land is not equally divided as to value. That the part set off to Hiram Inskeep is of much greater value than the part set off to Zetta and French Inskeep.

Second: The division as made in said Report is such as to injure the sale of the land. That the part of land set off to Zetta and French Inskeep is a narrow strip and is such shape that it will greatly injure the sale of same.

3<sup>rd</sup>. The value per acre of the land is about the same in the two parts, and that all the improvements on said farm are on the part set off to Hiram Inskeep which improvements are worth at least \$1500.

Affidavits and oral testimony will be used in the hearing of this motion.

W. J. Hooper, Attorney for Defendants.

Entry

6359

Afterward, on the 20<sup>th</sup> day of September, 1892, an entry was made on the Journal by the Clerk of Court, to wit:

Hiram Inskeep

vs.

Journal 16, Page 221.

French Inskeep et al

This day this cause came on to be heard upon the motion of defendants to set aside the return of the Sheriff and the report of the Commissioners heretofore appointed herein, as well as upon the motion of plaintiff to have said return of the Sheriff and said report of said Commissioners approved and confirmed, and evidence was heard by the Court upon said motions.

And the Court being fully advised in the premises do overrule said motion of defendants to set aside said return of the Sheriff, and the report of said Commissioners, and the Court sustain said motion of plaintiff to confirm said return and said report.

And thereupon the Court having examined said return of the Sheriff and the report of said Commissioners found the same in all respects correct and in conformity to law, and the former orders of this Court, and the Court thereupon approve and confirm said return, report and proceedings.

It is therefore ordered, adjudged and decreed that the said Hiram Inskeep hold in severally the part and premises so set off to him by miles and bounds by said Sheriff and said Commissioners as set forth in said return and report, and free from the dower estate of said Zetta Inskeep.

And that the said French Inskeep hold in severally the part and premises so set off by miles and bounds to him as set forth in said return and Report, but subject to the

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dower estate of said Petta Inskeep, but free from any dower estate of the wife of Hiram Inskeep.

And it is further adjudged and ordered that the costs of this action (including a counsel fee of \$156.<sup>13</sup> to Porter & Porter Attorneys for services herein) taxed at \$ - - be paid by the said parties in the following proportions, to-wit: Hiram Inskeep one half part and French Inskeep one half part, and the same is declared a lien accordingly upon said premises.

Attest  
R M Lowry  
Clerk

Pleas continued and held at the Court House in Mansville, 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 12<sup>th</sup> 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 26<sup>th</sup> day of August, 1892, Mary Shirk filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Aaron Shirk, Mary Shirk, Plaintiff

Petition

6420

vs.  
Aaron Shirk, John Shirk,  
Henson Shirk, Mrs. Ludusky  
M<sup>rs</sup> Millen & William M<sup>rs</sup> Millen  
her husband and Susan Reed  
Josephine Ream &  
Ream, her husband, Defendants

Union County, Ohio.

Court of Common Pleas.

Petition for Partition.

Your petitioner Mary Shirk, Union County and State of Ohio, respectfully represents to the Court of and says that the plaintiff together with Aaron Shirk of Union County, Ohio, and said John Shirk who resides in Hancock County, Ohio, and Henson Shirk who lives at Lincoln, Illinois and Mrs. Ludusky M<sup>rs</sup> Millen who lives at New Portage Ohio, and Mrs. Susan Reed who lives at Denver, Colorado, and Josephine Ream who lives at - - - are seized of an estate as tenants in common in the following lands and tenements situate in said County of Union and described as follows, to-wit: Part of Survey N<sup>o</sup> 12318 in Allen Township, Union County, State of Ohio, being a fractional part of the following described real estate.

Beginning at a bur oak, elm and maple south-west corner to the east part of lot N<sup>o</sup> 3 in the south original line of the Survey: thence with the line thereof with the original line of Survey N<sup>o</sup> 3650 N. 112 poles to a beech, oak and sugar S. W. corner of lot 4: thence with a line of lot 4 N. 50<sup>o</sup>-50<sup>o</sup> E. 62 poles to two beeches and ironwood N. W. corner to the east fraction of lot N<sup>o</sup> 3

Præcipe

Summons

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thence with the line of said fraction 36-50-0 16.7 poles to the begin-  
ning containing forty-five acres more or less and being the  
same land bought of Joseph Dunlap since bought of Andrew  
Wilson. Beginning at the north-east corner of the above  
described real estate running thence south with said line to the  
center of the Marysville and Bellefontain pike: thence N. W. with  
the center of said pike to the north line of the above described  
land: thence east with said line to the place beginning con-  
taining five acres more or less.

Your petitioner further represents that she has an  
estate of inheritance of one undivided one-ninth part of the  
above described real estate in fee-simple and also two-ninth  
interest in the same by deed in fee-simple being equal to  
1/3 of the whole of said estate in fee-simple and the said  
John Shirk, Aaron Shirk, Benson Shirk, Ludusky M<sup>r</sup>. Miller  
Josephine Ream, Susan Reed have each one undivided ninth  
part of said real estate.

Your petitioner desiring to hold her said interest in  
severally prays that petitioner interest in said premises may  
be set off to her in severally, and if the same cannot be done  
without manifest injury then that said premises be sold or  
other order taken pursuant to the Statute in such cases made  
and provided said premises are free from dower and that  
the same be divided accordingly and for all proper relief.

J. M. Kennedy, Attorney for Plaintiff.

State of Ohio,  
Union County ss:

Mary Shirk being duly sworn says that the facts  
stated and allegations in the foregoing petition are as she  
believes true. Mrs. Mary Shirk.

Sworn to and subscribed by the said Mary Shirk before  
me this 18<sup>th</sup> day of August A. D. 1892.

J. N. Gosnell, J. P.

Præcipe

To the Clerk:

Issue Summons directed to Sheriff of Union County, Ohio  
for Aaron Shirk; also to Sheriff of Hancock County, Ohio for  
John Shirk; also to the Sheriff of Summit County Ohio, for  
Ludusky M<sup>r</sup>. Miller, and William M<sup>r</sup>. Miller; to the Sheriff of  
Logan County for Josephine Ream, and - - - Ream her husband  
returnable according to law. Indorsed: "Partition and Sale  
of real estate prayed for.

August 26<sup>th</sup>, 1892. J. M. Kennedy, Attorney for Plaintiff.

Summons

Afterward, on the 26<sup>th</sup> day of August, 1892, a Summons  
was issued by the clerk of said Court, indorsed, to wit:

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The State of Ohio,  
Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Aaron Shirk (implead-  
ed with others) that he has been sued by Mary Shirk in the  
Court of Common Pleas of Union County, and must answer

by the 24<sup>th</sup> 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 5<sup>th</sup> day of September A. D. 1892.

Witness my hand and the seal of said Court, this 26<sup>th</sup> day of August, A. D. 1892.  
 (Seal) R. Mileroy, Clerk.

Sheriff's Return

Afterward, on the 5<sup>th</sup> 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,  
 Union County. | Sheriff's Return.

Received this writ August 26<sup>th</sup> A. D. 1892, at 10 o'clock, A. M. and served same by leaving at the usual place of residence of the within named Aaron Shirk a true and certified copy of this writ on the 2<sup>nd</sup> day of September, 1892.  
 Ser. & Return 30, Milage 2<sup>00</sup>; Copy 20; Total 2<sup>50</sup>.

Thomas Martin, Sheriff.

Summons  
 6420

Indorsed: "In action for Partition and Sale of real estate."  
 Afterward, on the 26<sup>th</sup> day of August, 1892, a Summons was issued by the Clerk of said Court, indorsed as follows:

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

You are hereby commanded to notify John Shirk (impleaded with others) that he has been sued by Mary Shirk in the Court of Common Pleas of Union County, and must answer by the 24<sup>th</sup> 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 5<sup>th</sup> day of September, A. D. 1892.

Witness my hand and the seal of said Court this 26<sup>th</sup> day of August A. D. 1892.  
 (Seal) R. Mileroy, Clerk.

Indorsed: "In action for Partition and Sale of real estate."

Sheriff's Return

And on the 2<sup>nd</sup> 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:

State of Ohio,  
 Hancock County. | Sheriff's Return

Ser. & Return	60	Received this writ August 27 <sup>th</sup> , 1892, and served same by leaving a certified copy at John Shirk usual place of residence. Jas. T. Bartoon, Sheriff By J. K. Morford, Deputy.
Milage	2 00	
Copy & Doc.	40	
Total	3 00	

Summons  
 6420

Afterward, on the 26<sup>th</sup> day of August, 1892, a Summons was issued by the Clerk of said Court indorsed as follows:

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

You are hereby commanded to notify Ludovick M<sup>r</sup> Miller and William M<sup>r</sup> Miller (impleaded with others) that they have been sued by Mary Shirk in the Court of Common Pleas of Union

County,  
 or the judgment rendered

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 of August  
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Sheriff's Return

County which

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County, and must answer by the 24<sup>th</sup> 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 Fifth day of September, A. D. 1892.

Witness my hand and the seal of said Court, this 26<sup>th</sup> day of August A. D. 1892. (Seal) R. M. Croy, Clerk.

Indorsed: "In action for Partition and sale of real estate."

And on the 30<sup>th</sup> 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:

Service Ret.	\$ 43	The State of Ohio.	Sheriff's Return.
Milage	1 28	Summit County	
Copy	50		
Docket	20		
Total	2 43		

Received this writ August 27<sup>th</sup>, A. D. 1892, at 11 o'clock A. M. and served same by delivering a true and attested copy thereof with the indorsements thereon to the within named defendants William M. Miller and Ludusky M. Miller on the 27<sup>th</sup> day of August 1892. D. R. Bunn, Sheriff.

Afterward, on the 31<sup>st</sup> day of August, 1892, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio. | To the Sheriff of Logan County:  
Union County

You are hereby commanded to notify Josephine Reams and - - Reams her husband (impleaded with others) that they have been sued by Mary Shirk in the Court of Common Pleas of Union County, and must answer by the 1<sup>st</sup> day of October, 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 12<sup>th</sup> day of September A. D. 1892.

Witness my hand and the Seal of said Court, this 31<sup>st</sup> day of August A. D. 1892. R. M. Croy, Clerk.

Indorsed: "In action for Partition and Sale of real estate."

And on the 12<sup>th</sup> 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:

Service	43	The State of Ohio.	Sheriff's Return.
Milage	1 28	Logan County	
Copy	32		
Return	30		
Total	2 33		

Received this writ September 2<sup>nd</sup>, A. D. 1892, at 8 o'clock A. M. and served same by delivering a certified copy thereof with all the indorsements thereon to Josephine Reams and William Reams her husband each personally September 5<sup>th</sup>, A. D. 1892. W. W. Roach, Sheriff Logan County, Ohio.

Afterward, on the 26<sup>th</sup> day of August 1892, an Affidavit for Publication was filed with the Clerk of said Court, to wit:

Mary Shirk, Plaintiff | Union County, Ohio,  
vs. | Court of Common Pleas.

Aaron Shirk et al Defendants. | Mary Shirk being first duly sworn says that Benson

tion of the rendered this Summons at, this 26<sup>th</sup> day of August, A. M. residence of a copy of this Sheriff. Summons follows: k (implead k in the answer by e said d according on the 5<sup>th</sup> this 26<sup>th</sup> day clerk. of said County served same usual place ruff ty. ummons was vs: ky M. Miller they have eas of Union

Sheriff's Return

Summons

Sheriff's Return

Affidavit

Shirk and Susan Reed are non residents of the State of Ohio and now absent therefrom said Henson Shirk being a resident of the city of Lincoln, State of Illinois, and said Susan Reed being a resident of the State of Colorado, Harman P. C. and that service of summons cannot be served upon them in the State of Ohio, and that said cause is one provided for by Statute of the State of Ohio, for publication of service and she therefore asks that said defendants be so served with notice of the filing and pendency of this petition and further deponent saith not.

Mrs. Mary Shirk.  
Sworn to and subscribed by Mary Shirk before me this 18<sup>th</sup> day of August, 1892.

J. N. Gosnell, J. P.

Proof of Publication

Afterward, on the 12<sup>th</sup> day of October, 1892, Proof of Publication was filed with the Clerk of said Court, to wit:

Mary Shirk, Plaintiff	Legal Notice
vs.	Court of Common Pleas,
Aaron Shirk et al Defendants	Union County, Ohio.

Henson Shirk of Lincoln, State of Illinois, and Susan Reed of Homan, in the State of Colorado, defendants, will take notice that on the 27<sup>th</sup> day of August in the year 1892, Mary Shirk, plaintiff, filed her petition in said Court asking partition of the following real estate, to wit:

Part of Survey N<sup>o</sup> 12308 in Allen Township, Union County, State of Ohio, and being a fraction part of the above named Survey owned by Andrew Wilson. Beginning at the north-east corner of the above described real estate, running thence south with the said line to the center of the Marysville and Bellefontaine pike, thence north-west with the center of said pike to the north line of the above described land; thence east with said line to the beginning containing five acres more or less.

Printers fee \$10.<sup>00</sup>  
The State of Ohio, | J. M. Kennedy, 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, said publication beginning with September 8<sup>th</sup>, 1892.  
Printers fee \$10.<sup>00</sup>  
A. J. Care.

Sworn to and subscribed before me this 12<sup>th</sup> day of October 1892  
(Seal) R. M<sup>o</sup> Leroy.

Answer

Afterward, on the 22<sup>nd</sup> day of September, 1892, an Answer was filed with the Clerk of said Court, to wit:

Mary Shirk	Court of Common Pleas
vs.	Union County, Ohio.
Aaron Shirk et al	Answer of Josephine Reams.

Now comes the said defendant Josephine Reams, and for answer to plaintiff's petition says she is one of the said heirs of Martha Wilson deceased and is entitled to the one full undivided

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of the real estate described in plaintiff's petition as said heir, and consents that partition be made thereof according to law.

W<sup>m</sup> W. Beatty, Defendants' Attorney

State of Ohio.  
Logan County ss: |

The defendant being sworn says the statements and allegations in the foregoing Answer are true as she believes.

Josephine <sup>her</sup> Reams.

Sworn to and subscribed before me and in my presence this 21<sup>st</sup> day of September 1892.

(Seal) Chas. F. Beatty, Notary Public.

Afterward, on the 5<sup>th</sup> day of December, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary Shirk

vs.

Aaron Shirk et al

Journal 16, Page 256.

This cause came on to be heard upon the petition of the plaintiffs, defendants being in default for answer or demurrer and the cause was argued by counsel; on consideration whereof and it appearing to the satisfaction of the Court that all and everyone of said defendants have been duly notified of the bringing pendency and demand of said action against them as required by law and that said plaintiff hath a legal right and estate in the premises described in the petition and as therein set forth and no sufficient reason appearing why partition should not be made as prayed for in said petition it is ordered by the Court on motion, J. M. Kennedy, Attorney for said plaintiff, that by the oaths of J. Charles Kennedy, Jonas C. Cline and George P. Cross, judicious disinterested freeholders of the vicinity, upon actual view of the premises do set off in the following proportions, to wit:

To Mary Shirk the plaintiff, four-ninths of said estate being and including John Shirk's share herein.

To said Aaron Shirk one equal one-ninth part thereof

To Henson Shirk one equal one-ninth part thereof.

To Ludusky M<sup>rs</sup> Millen one equal one-ninth part thereof

To Susan Reed one equal one-ninth part thereof.

To Josephine Ream one equal one-ninth part thereof, if the same can be done without manifest injury to the value thereof.

If not then that said premises be appraised at its true value thereof in money. And it is further ordered that a writ of partition issue to the Sheriff of Union County commanding him to cause said partition to be made accordingly.

Writ of Partition Afterward, on the 8<sup>th</sup> day of December, 1892, a Writ of Partition was issued by the Clerk of said Court, to wit:

The State of Ohio.

Union County ss: |

To the Sheriff of said County.

Pursuant to an order of our said Court of Common Pleas

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Answer

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within and for the said County, at the September term A. D. 1892 in a civil action therein pending (for partition) wherein Mary Shirk is plaintiff, and Aaron Shirk et al. the defendants you are hereby commanded, that by the oaths of J. Charles Kennedy, Jonas C. Cline and George P. Cross three judicious and disinterested free holders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union, and in the State of Ohio, and in Survey N<sup>o</sup> 12308, Allen Township, being a fractional part of the following described real estate.

Beginning at a bur oak, elm and maple south-west corner to the east part of lot N<sup>o</sup> 3 in the south original line of the Survey: thence with the line thereof with the original line of Survey N<sup>o</sup> 3650 N. 112 poles to a beech, oak, and sugar tree S. W. corner of lot N<sup>o</sup> 4: thence with a line of lot N<sup>o</sup> 4 - N. 50° 50' - E. 62 poles to two beeches and ironwood N. W. corner to the east fraction of lot N<sup>o</sup> 3: thence with the line of said fraction 36° 50' E. 167 poles to the beginning containing forty-five acres more or less, being the same land bought of Joseph Cunliffe since bought of Andrew Wilson.

Beginning at the north-east corner of the above described real estate running thence south with said line to the center of the Marysville and Bellefontaine pike: thence N. W. with the said pike to the north line of the above described land: thence east with said line to the beginning containing five acres more or less, among the persons named herein, and in the following proportions, to wit:

- To Mary Shirk (including John Shirk's <sup>share</sup> four-ninths ( $\frac{4}{9}$ ) part,
- To Aaron Shirk one-ninth ( $\frac{1}{9}$ ) part,
- To Benson Shirk one-ninth ( $\frac{1}{9}$ ) part,
- To Ludusky Shirk one-ninth ( $\frac{1}{9}$ ) part,
- To Susan Reed one-ninth ( $\frac{1}{9}$ ) part,
- To Josephine Ream one-ninth ( $\frac{1}{9}$ ) part,

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money; 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 8<sup>th</sup> day of December, A. D. 1892.

R. M. Leroy, Clerk.

And on the 27<sup>th</sup> 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, to wit:

Sheriff's

Return

As commanded by the foregoing writ of Partition, I have executed the same by the oaths of Jonas Cline, George P. Cross and

J. Charles  
Service  
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J. Charles Kennedy causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Service	30
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Swear. Com	75
Report	25
Return	25
Total	7 35
Com. Fee	3 00
Surveyor's fee	6 50

Given under my hand this 23<sup>rd</sup> day of December, 1892,

Thomas Martin, Sheriff.

Commissioners' Report.

Mary Shirk  
vs.

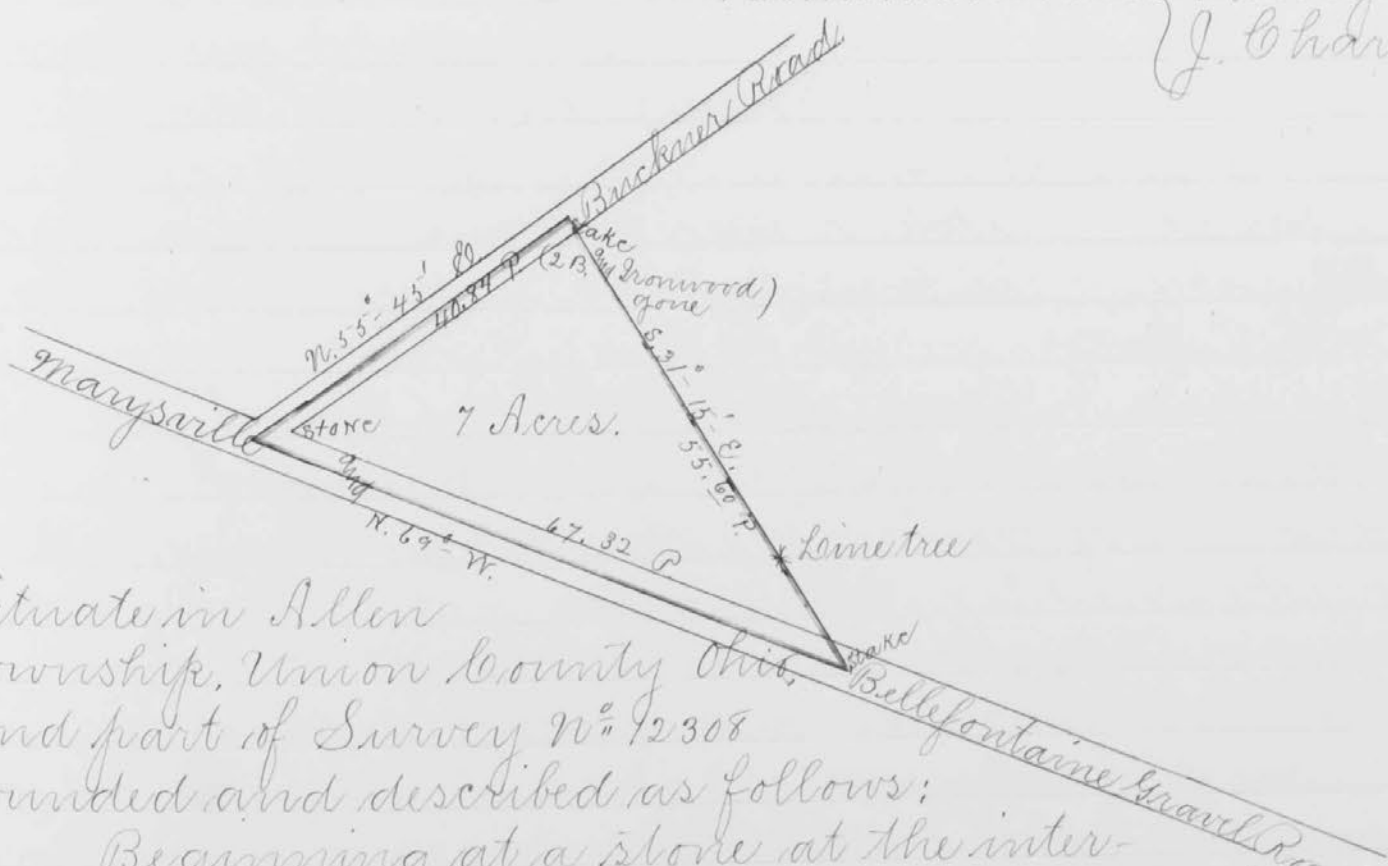
Court of Common Pleas.

Aaron Shirk 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, upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at thirty dollars (\$30<sup>00</sup>) per acre making a total value, as per survey made December 23<sup>rd</sup>, 1892, of two hundred and ten dollars (\$210<sup>00</sup>).

Given under our hands this 23<sup>rd</sup> day of December, A. D. 1892.

Commissioners } James C. Eline  
George O. Cross  
J. Charles Kennedy



Situate in Allen Township, Union County Ohio, and part of Survey N<sup>o</sup> 12308 bounded and described as follows:

Beginning at a stone at the intersection of the Buckner road with the Marysville and Bellefontaine gravel road and in the northerly line of lot N<sup>o</sup> 3 of the subdivision of said Survey N<sup>o</sup> 12308: thence with the said line and the said Buckner road N. 55°-45'-40<sup>34</sup> poles to a stake (2 beches and ironwood gone) north-westerly corner to Thomas Cowgill's land: thence with the line of said Cowgill's land S. 31°-15' E. 55<sup>60</sup> poles to a stake another corner to said Cowgill's land in the center of said Marysville and Bellefontaine gravel road: thence with said road N. 69°-W. 67<sup>32</sup> poles to the place of beginning containing 7 acres more or less.

Afterward, on the 9<sup>th</sup> day of January, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

Mary Shirk  
vs.

Journal 16, Page 277.

6430

Aaron Shirk et al

On motion to the Court by J. M. Kennedy, Attorney for plaintiff, and upon producing the proceedings of the Sheriff, and also the report and proceedings of the Commissioners heretofore appointed, and the same being examined by the Court it is ordered by the Court that said proceedings and report be and the same are hereby approved and confirmed. And it appearing that said estate cannot be divided by acres and bounds without manifest - - - to the value thereof and that said Commissioners have made and returned their appraisement of said premises, to wit, in the sum of \$210.00 the Court finds said return in all respects correct and in conformity to law and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take said premises at their appraised value, on motion of the plaintiff it is ordered that said premises be sold at public auction for cash and that an order issue therefor to the Sheriff of Union County and that said Sheriff return his proceedings to this Court without unnecessary delay.

And it is further ordered by the Court that said Sheriff advertise and sell said premises in pursuance of and according to the plat and survey as indorsed on said return of said order of Partition and made on the 23<sup>rd</sup> day of December A. D. 1892, at time of appraisal.

Order of Sale in Partition

Afterward, on the 11<sup>th</sup> day of January, 1893, an Order of Sale in Partition 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 January Term, A. D. 1893 in a certain Petition for Partition, now pending in said Court, wherein Mary Shirk is plaintiff and Aaron Shirk et al are defendants, we command you that, without delay, you proceed to sell at public auction, for cash, the lands and tenements in said petition described, to wit: Situate in Allen Township, Union County, Ohio, and part of Survey N<sup>o</sup> 12308 bounded and described as follows: Beginning at a stone at the intersection of the Buckner road with the Marysville and Bellefontaine gravel road and in the northerly line of lot N<sup>o</sup> 3 of the subdivision of said Survey N<sup>o</sup> 12308: thence with the said line and the said Buckner road N. 55<sup>o</sup> 45' E. 40<sup>74</sup> poles to a stake (2 beeches and ironwood gone) north-westerly corner to Thomas Cowgill's land: thence with the line of said Cowgill's land S. 31<sup>o</sup> 15' E. 53<sup>43</sup> poles to a stake another corner to said Cowgill's land in the center of said Marysville and Bellefontaine gravel road: thence with said road N. 69<sup>o</sup> W. 67<sup>32</sup> poles to the place of beginning containing 7 acres more or less.

Appraised at \$30<sup>00</sup> per acre (total \$210<sup>00</sup>) and that your proceedings

Sheriff's Return

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(Seal)

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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 11<sup>th</sup> day of January A. D. 1893.  
R. McCreary, Clerk.

(Seal)

And on the 11<sup>th</sup> day of February, 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	25
Copy to Ctr.	25
Poundage	2 21
Return	10
Deed	1 75
Total	6 96
Printer's fee	15 60

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

I received this Order of Sale on the 11<sup>th</sup> day of January 1893 and in obedience to the command of the same, I did, on the 11<sup>th</sup> day of January 1893, 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 11<sup>th</sup> day of February, A. D. 1893 at 1 o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did, on the 11<sup>th</sup> day of February A. D. 1893, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and there and there came George Ream who bid for the same the sum of One hundred and forty-seven dollars, and said sum being over two-thirds of the appraised value thereof, and said George Ream being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of One hundred and forty seven (\$147.<sup>00</sup>) dollars.  
W<sup>m</sup> G. Snodgrass, Sheriff.

Proof of Publication

Afterward, on the 11<sup>th</sup> day of February, 1893, a Proof of the Publication was filed with the Clerk of said Court, to wit:

Mary Shirk  
vs.

Sheriff's Sale  
On Order of Sale in Partition.

Naron Shirk

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 11<sup>th</sup>, 1893, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit:

Situated in Allen Township, Union County, Ohio, and part of Survey N<sup>o</sup> 12308 bounded and described as follows: Beginning at a stone at the intersection of the Buckner road with the Marysville and Bellefontaine gravel road and in the northerly line of lot N<sup>o</sup> 3 of the subdivision of said Survey N<sup>o</sup> 12308; thence with the said line and the said Buckner road N. 55°-45'-E. 40<sup>3</sup>/<sub>100</sub> poles to a stake (two beeches and an ironwood gone) north-westerly corner to Thomas Cowgill's land; thence with the line of said Cowgill's land S. 31°-15'-E. 55<sup>6</sup>/<sub>100</sub> poles to a stake another

Attorney for Sheriff and return before it it is to be and it is found that said assessment of funds said and do

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ting: n Pleas, rm, A. D. said Shirk et al y, you and ten Allen 308 bounded intersection ine gravel sion of e said and ironwood ce with the ke another ysville and .67<sup>32</sup> poles r proceedings

corner to said Congill's land in the center of said Marysville  
Bellefontaine gravel road: thence with said road N. 67° - N. 67 3/4°  
poles to the place of beginning, containing 7 acres more or less.  
Terms of Sale, -- Cash. Appraised at \$30<sup>00</sup> per acre.

W<sup>m</sup> G. Snodgrass, 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 Jan-  
uary 11<sup>th</sup>, 1893. N. O. Shearer.

Sworn to and subscribed before me, this 11<sup>th</sup> day of  
February, 1893. (Seal) R. M. Erory, Clerk.

Entry  
6420

Afterward, on the 13<sup>th</sup> day of March, 1893, an Entry was  
made on the Journal by the Clerk of said Court, to wit:

Mary Shirk

vs

Aaron Shirk et al

Journal 16, Page 333.

On motion to the Court by J. M. Kennedy, Attorney for  
the plaintiff, and upon producing the proceedings of the Sher-  
iff and the sale of the premises by him made in pursuance  
of a former order of Court and the same being examined and  
found by the Court in all respects in due form of law, it is  
ordered by the Court that said proceedings and sale be and  
the same are hereby approved and confirmed and that said  
Sheriff execute and deliver to said purchaser George Ream upon  
full compliance by him with the terms of such sale a deed in  
fee-simple for the said lands and tenements by him sold, as  
aforesaid.

And it is further ordered by the Court that  
the costs and expenses of the action including an attorney  
fee of Twenty-five --- be paid J. M. Kennedy as attorney for  
said plaintiff be paid out of the said money in the hands  
of said Sheriff in the following proportions: four-ninths of said  
costs and expense to plaintiff; one-ninth to Aaron Shirk; one-  
ninth to Benson Shirk; one-ninth to Ludusky M<sup>rs</sup>. Miller; one-  
ninth to Susan Reed; one-ninth to Josephine Ream amounting  
to \$- - -

And that said Sheriff distribute the residue of said  
money in the above proportion, to wit: 2/3 to plaintiff; 1/9 to Aaron Shirk  
1/9 to Benson Shirk; 1/9 to Ludusky M<sup>rs</sup>. Miller; 1/9 to Susan Reed; 1/9 to  
Josephine Ream, which being produced to the Court are by it  
approved.

Attest  
R. M. Erory  
Clerk

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Pleas continued and held at the Court House in  
Marionville, 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 12<sup>th</sup> day of September in  
the year of our Lord one thousand eight hundred & ninety-two.

Be it remembered that, heretofore, to wit, on the 6<sup>th</sup> day  
of April, 1892, Timothy Frahey filed in the Clerk's Office of the  
said Court of Common Pleas the following Petition against  
John R. Dixon et al.

Petition  
6367  
The State of Ohio, |  
Union County ss: | In the Court of Common Pleas.  
Timothy Frahey, Plaintiff  
vs.  
John R. Dixon, Sabria Dixon  
his wife & Jeannette Winslow  
Defendants

The plaintiff Timothy Frahey, complains of the defend-  
ants, John R. Dixon and Sabria Dixon his wife, and Jeannette  
Winslow, for this, to wit:

First Cause of Action: That on the 19<sup>th</sup> day of April, A. D. 1888,  
the said defendants John R. Dixon and Sabria Dixon, his wife,  
together with one Lucy Coffman, executed and delivered to  
this plaintiff their certain mortgage deed and thereby con-  
veyed to this plaintiff the following described real estate sit-  
uated in the Township of Jackson, and County of Union,  
and State of Ohio, and in Survey No. 9941.

Beginning at a stone on an angle of the County  
road north-east corner of lands now owned by Isaac Roggle;  
thence north 8<sup>3</sup>/<sub>4</sub> - west 87<sup>2</sup>/<sub>10</sub> poles to a stone in the center of a  
County road known as the Austborn and Saunders road  
and in the north division line of said Survey: thence south  
79<sup>1</sup>/<sub>2</sub> - west 42<sup>1</sup>/<sub>10</sub> poles to a stone in the center of road: thence  
south 8<sup>3</sup>/<sub>4</sub> - east 85<sup>3</sup>/<sub>10</sub> poles to a stone in center of road: thence  
north 80<sup>3</sup>/<sub>4</sub> - east 42<sup>1</sup>/<sub>10</sub> poles to the place of beginning contain-  
ing 22<sup>3</sup>/<sub>4</sub> acres of land more or less.

That said mortgage had a condition thereunder writ-  
ten by which it was provided that: "If the said John R. Dixon  
and Lucy A. Coffman shall pay, or cause to be paid, unto the  
said Timothy Frahey their promissory note described as follows,  
to wit: " \$600."

" Five years after date, for value received we promise to  
pay to Timothy Frahey, of Frahey's Bank, Marion, Ohio, or order  
Six hundred dollars with interest at the rate of eight per cent.  
payable semi-annually and if interest not paid when due  
then the same to bear 8 per cent. until paid.

" Dated April 1<sup>st</sup>, A. D. 1888.

Then these presents shall be void, otherwise to be and  
remain in full force and virtue in law forever."

That said mortgage was duly filed for record with the Recorder of Union County, Ohio, on April 21<sup>st</sup>, A. D. 1888 at 7<sup>55</sup> o'clock and was by said Recorder duly recorded in Record of Mortgages of said County Volume 25, Page 362.

Plaintiff further says that since the execution of said mortgage the said Lucy A. Coffman died; that all her interest in said lands descended to Katurah Coffman, Freeman Coffman, and George Coffman her only heirs at law; that since her death all the interest of her said heirs in said premises have been purchased by the defendant Jeannette Winslow, who thereby has succeeded to all the rights of the said Lucy A. Coffman.

Plaintiff says that he is still the owner and holder of said note described in said mortgage, and that there is now due him thereon the sum of \$97<sup>25</sup> with interest from October 1<sup>st</sup>, 1891, at the rate of 8 per cent. per annum until paid; that there will become due him thereon on the 1<sup>st</sup> day of April A. D. 1893 the sum of \$600<sup>00</sup> with interest from October 1<sup>st</sup>, 1891 at the rate of eight per cent. per annum payable semi-annually and eight per cent. upon due and unpaid interest. A true copy of which note with all the credits and endorsements thereon is hereto attached marked Exhibit "A." and made a part of this petition.

Second Cause of Action:

That by the consideration of the Court of Common Pleas of Marion County, Ohio, on the 24<sup>th</sup> day of December at the October Term of said Court A. D. 1890, this plaintiff obtained a judgment against the said John R. Dixon and others in the sum of \$358.<sup>50</sup> debt, and costs of suit to the amount of five dollars and seventeen cents and it was certified in said judgment that the same should bear interest at the rate of eight per cent. per annum payable annually together with interest at the rate of 8 per cent. per annum upon all due and unpaid interest. That increase cost have accrued thereon to the amount of thirteen dollars and fifty cents.

Plaintiff says that said judgment still remains in full force unreversed and wholly unsatisfied and that there is now due thereon the sum of \$377.<sup>12</sup>, with interest on \$358.<sup>50</sup> from December 24<sup>th</sup> A. D. 1890, at the rate of eight per cent. per annum payable annually together with interest at the rate of eight per cent. per annum upon all due and unpaid interest, and interest on five dollars and seventeen cents from the 24<sup>th</sup> day of December A. D. 1890, at the rate of six per cent. per annum and interest on \$13.<sup>50</sup> from October 24<sup>th</sup>, 1891 at the rate of 6 per cent. per annum.

This plaintiff further says that said judgment was duly entered upon the Appearance and Execution Docket of said Court of Common Pleas and on the 22<sup>nd</sup> day of October A. D. 1891, an execution was duly issued thereon to the Sheriff of Union County, Ohio, who for the want of goods and chattels, levied the same upon all the real estate heretofore described in this petition. That said levy is still subsisting, and that by reason thereof said judgment

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Exhibit "A." \$600.

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is a lien upon the interest of the said John R. Dixon in all the real estate described herein as and from the 29<sup>th</sup> day of October A.D. 1891, the day upon which said levy was made.

Plaintiff further says that said Sabria Dixon joined with her husband in the execution of the mortgage deed hereinbefore described, and therein and thereby released and quit-claimed to this plaintiff all her right and expectancy of dower in said real estate. That the condition of defeasance in said mortgage have been broken and the same has become absolute.

Wherefore plaintiff prays that an account may be taken of the amount due him upon his said mortgage and upon the judgment hereinbefore referred to; that the liens against said real estate may be marshalled and their priorities fixed and determined; that in default of the payment of the amount due this plaintiff by a short day to be named, the real estate described in the petition may be appraised, advertised and sold as upon execution at law; that out of the proceeds of said sale plaintiff's said claims may be paid, with interest and cost, and that in case the proceeds of such sale are insufficient to satisfy the claims of the plaintiff herein in full that execution may be awarded for the residue, and for all other proper relief in the premises.

By Scofield & Scofield,  
Attorneys for Timothy Frahey.

State of Ohio,  
Marion County, ss:

Timothy Frahey being duly sworn says that the facts stated and allegations contained in the foregoing petition are true.

Sworn to before me by the said Timothy Frahey and by him signed in my presence this 23<sup>rd</sup> day of March, A.D. 1892.  
(Seal) Harry C. Woodcock,  
Notary Public in & for Marion Co.

Exhibit

" \$600. Five years after date for value received we promise to pay to Timothy Frahey of Frahey's Bank, of Marion Ohio, or order, Six hundred dollars with interest at the rate of eight per cent. payable semi-annually, and if interest not paid when due then the same to bear 8 per cent. until paid.  
" April 1<sup>st</sup>, 1888. J. R. Dixon.  
" W<sup>o</sup>: 169. Lucy A. Coffman.

2 2 3/4 acres Jackson Township, Union County, Ohio.

Endorsements:  
" Received \$40<sup>00</sup> September 17<sup>th</sup>, 1888 for interest.  
" Received \$35<sup>00</sup> October 8<sup>th</sup>, 1889, for interest.  
" For Collection and Remittance Account of Frahey's Bank, Marion, Ohio. A. C. Edmonson, Cashier.

Præcipe

Afterward, on the 6<sup>th</sup> day of April, 1892, a Præcipe was filed with the Clerk of said Court, to wit:

Timothy Frahey  
vs.  
John R. Dixon et al  
In Court of Common Pleas,  
Union County, Ohio.

Marion, Ohio, April 5<sup>th</sup>, 1892.

To the Clerk of said Court:

Issue Summons in the above entitled case, for the defendants John R. Dixon and Sabria Dixon directed to the Sheriff of Union County, Ohio, and for the defendant Jeannette Winslow, Larue, Ohio, directed to the Sheriff of Marion County, Ohio returnable according to law.

Seofield & Seofield, Attorneys for Plaintiff.

Summons

Afterward, on the 6<sup>th</sup> day of April, A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

6367

The State of Ohio,  
Union County:

To the Sheriff of Union County,

You are hereby commanded to notify John R. Dixon & Sabria Dixon, his wife, that they have been sued by Timothy Fahey in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> 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 18<sup>th</sup> day of April, A. D. 1892.

Witness my hand and the seal of said Court, this 6<sup>th</sup> day of April A. D. 1892. R. M. Erory, Clerk.

Sheriff's Return

And on the 13<sup>th</sup> 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, Sheriff's Return  
Union County

Ser. Return	50	Received this writ April 6 <sup>th</sup> A. D. 1892, at 10 o'clock A. M. and served same by delivering personally a true and certified copy thereof with the indorsements thereon to each of the within named defendants on the 11 <sup>th</sup> day of April 1892.
Adl. Dfts.	15	
Milage	4 00	
Copy	40	
Total	4 85	

Thomas Martin, Sheriff.

Summons

Afterward, on the 6<sup>th</sup> day of April A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

6367

The State of Ohio,  
Union County

To the Sheriff of Marion County:

You are hereby commanded to notify Jeannette Winslow (impleaded with others) that she has been sued by Timothy Fahey in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> 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 18<sup>th</sup> day of April A. D. 1892.

Witness my hand and the seal of said Court, this 6<sup>th</sup> day of April, A. D. 1892. R. M. Erory, Clerk.

Sheriff's Return

And on the 15<sup>th</sup> 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,  
Marion County | Sheriff's Return.

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Entry

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Milage	2 56
Copy	16
Total	3 18

Received this writ April 8<sup>th</sup>. A. D. 1892, at 10 o'clock A. M. and served same by delivering a true and certified copy of this summons with the endorsements thereon to the within named Jeannette Winslow personally. S. B. Rice, Sheriff M. Co. C.

Entry

Afterward, on the 13<sup>th</sup> day of October, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

13 67

Timothy Frahey

vs.

Journal 16, Page 248.

John R. Dixon et al

This day this cause came on to be heard upon the petition and the evidence and was argued by counsel upon consideration whereof and being duly advised in the premises, the Court do find that the said defendants and each of them have been duly served with notice of the filing and pendency of the petition in this proceeding, but have failed to answer or demur thereto, and have made default herein, and that thereby the allegations of the petition are by them confessed to be true.

And the Court do find that there is due to the said plaintiff upon the promissory note mentioned and referred to in the first cause of action in plaintiff's petition the sum of \$101.08 with interest thereon at the rate of 8 per cent. per annum from the date of the entry of this decree; that in order to secure the payment of said promissory note the said John R. Dixon and Sabria Dixon his wife (who joining therein relinquished and released to the said plaintiff her contingent right of dower in said premises) and Lucy A. Coffman executed and delivered to the said plaintiff his heirs and assigns their certain mortgage deed upon the real estate mentioned and described in the petition; that said mortgage deed was duly filed for record with the Recorder of Union County, Ohio, on the 27<sup>th</sup> day of April A. D. 1888 at 7<sup>55</sup> o'clock A. M. and was duly recorded in the Records of Mortgages of said County in Volume 25 Page 362; that the conditions of said mortgage have been broken and that the said plaintiff is entitled to have the real estate described in the petition sold in payment of the same.

And the Court do further find that since the execution of said mortgage the said Lucy A. Coffman has died and that the said defendant Jeannette Winslow has succeeded to all her rights in the said premises.

And the Court do further find that the principal of the note described in said mortgage is not yet due, but that there will become due thereon to the said plaintiff on the 1<sup>st</sup> day of April 1893 the sum of \$600<sup>00</sup> with interest thereon from the 1<sup>st</sup> day of October A. D. 1891 at the rate of 8 per cent. per annum payable annually.

And the Court do further find that there is due to the said plaintiff upon the judgment mentioned and referred to in the second cause of action in the petition of the said plaintiff

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from the said defendant John R. Dixon the sum of \$430.<sup>15</sup> together with interest on the sum of \$412.<sup>13</sup> at the rate of 8 per cent. per annum payable annually from the date of the entry of this decree and that subsequent and postponed to the lien of the said plaintiff hereinbefore mentioned the same is a valid and subsisting lien upon the undivided one half of said premises after the payment of the said prior lien of said plaintiff.

It is therefore considered adjudged and decreed by the Court that unless the said defendants pay or cause to be paid to the Clerk of this Court the costs of this case and to the said plaintiff the amount of his said claim first herein ascertained (within five days from the entry of this decree) and order or orders issue to the Sheriff of Union County, Ohio, commanding him to cause the real estate described in the petition to be appraised, advertised and sold as upon execution at law, and that he bring the proceeds of such sale into this Court to abide its further orders thereon.

It is further ordered that this cause stand continued until the next term of this Court.

Præcipe

Afterward, on the 5<sup>th</sup> day of November, 1892, a Præcipe was filed with the Clerk of said Court, to wit:

Timothy Frahey, doing business as Frahey's Bank of Marion Ohio.

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

vs.

John R. Dixon et al  
To the Clerk of said County:

Issue Order of Sale directed to the Sheriff of Union County, Ohio, for the premises described in the petition returnable according to law.

Marion, November 4<sup>th</sup>, 1892. Scofield & Scofield, Attorneys for Plaintiff

Order of Sale

Afterward, on the 9<sup>th</sup> day of November, 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 13<sup>th</sup> day of October 1892 Timothy Frahey obtained a Judgment and Decree against John R. Dixon, Sabria Dixon his wife and Jeannette Winder for the sum of Eleven hundred and thirty-one and <sup>70</sup>/<sub>100</sub> dollars and fifteen and <sup>75</sup>/<sub>100</sub> dollars costs of suit.

And Whereas, it was then and there by said Court ordered, adjudged and decreed that the said John R. Dixon et al within 5 days from the 13<sup>th</sup> day of October, A. D. 1892, pay unto the said Timothy Frahey the said sum of Eleven hundred and thirty one and <sup>70</sup>/<sub>100</sub> dollars, with interest from the 13<sup>th</sup> day of October 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

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in the plaintiff's petition to: And Whereas, the five days aforesaid have fully expired, and the said sum of Eleven hundred and thirty one  $\frac{3}{4}$   $\frac{1}{2}$  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, Jackson Township, Ohio, and in Survey N<sup>o</sup> 9941. Beginning at a stone in the angle of the County road north-east corner of lands now owned by Isaac Noggle: thence N. 8 $\frac{1}{4}$  - N. 87  $\frac{1}{2}$  poles to a stone in the center of a County road known as the Ausborn and Sanders road and in the north division line of said Survey: thence S. 79 $\frac{1}{2}$  - N. 42  $\frac{1}{2}$  poles to a stone in the center of the road: thence S. 8 $\frac{1}{4}$  - E. 85  $\frac{1}{2}$  poles to a stone in the center of said road: thence N. 80  $\frac{3}{4}$  - E. 42  $\frac{1}{2}$  poles to the place of beginning containing 22  $\frac{3}{4}$  acres of land more or less.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 9<sup>th</sup> day of November A. D. 1892.  
 R. M. Crory, Clerk.

And on the 19<sup>th</sup> 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:

		The State of Ohio,   Sheriff's Return.
		Union County, ss:
Service	60	Received this writ the 9 <sup>th</sup> day of November A. D.
Levy	1 50	and on the 14 <sup>th</sup> day of November A. D. 1892, I
Sum. Aprs.	1 20	called an inquest of H. M. Hall, E. C. Daur and
Severing "	73	Joseph Robertson three disinterested freeholders and
Convey. "	2 00	residents of the County, and caused the within de-
Writing Apr.	30	scribed real estate to be duly appraised on their
Copy of "	30	oaths; they on the same day returned to me
Notice to Str.	30	an estimate of the value thereof (to wit: \$35 <sup>00</sup> per
Affidavit to "	30	acre) under their hands and seals, a copy of
Writing Notice	30	which I forthwith deposited with the Clerk of the
Mileage	4 00	within named Court.
Return	25	Thereupon I caused public notice of the time
Total	11 80	and place of sale of said real estate to be given for more than
Appraisers fee	3 00	thirty days (to wit: five consecutive weeks) before the day of sale
Printers' fee	13 00	by advertisement in the "Marysville Tribune" a newspaper printed

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in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 17<sup>th</sup> day of December 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 Timothy Frahey for the sum of twenty-seven 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

Afterward, on the 17<sup>th</sup> day of December, 1892, a Proof of Publication was filed with the Clerk of said Court, to wit:

Timothy Frahey  
vs.

Sheriff's Sale  
Order of Sale

John R. Dixon 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 17<sup>th</sup>, 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, and State of Ohio, and described as follows: In Survey N<sup>o</sup>: 7941 and beginning at a stone in the angle of the County road north-east corner of lands now owned by Isaac Rogge; thence north 8<sup>1</sup>/<sub>2</sub>° - west 87<sup>3</sup>/<sub>100</sub>° poles to a stone in the center of a County road known as the Ausborn and Sanders road and in the north division line of said Survey; thence south 79° - west 42<sup>1</sup>/<sub>100</sub>° poles to a stone in the center of the road; thence south 8<sup>1</sup>/<sub>2</sub>° - east 85<sup>7</sup>/<sub>100</sub>° poles to a stone in the center of said road; thence north 80<sup>3</sup>/<sub>4</sub>° - east 42<sup>1</sup>/<sub>100</sub>° poles to the place of beginning containing 22<sup>3</sup>/<sub>4</sub> acres of land, more or less.

Appraised at \$35<sup>00</sup> per acre. Terms of Sale, Cash.

Thomas Martin, Sheriff Union County, Ohio.

The State of Ohio,  
Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the Marysville Tribune, a newspaper of general circulation in the County of Union, the first publication beginning with November 16<sup>th</sup>, 1892.

W. O. Shearer.

Sworn to and subscribed before me, this 17<sup>th</sup> day of December 1892.

(Seal) R. Mileroy, Clerk.

Entry

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Afterward, on the 9<sup>th</sup> day of January, 1893, the following entry was made on the Journal by the Clerk of said Court, to wit:

Timothy Frahey  
vs.  
John R. Dixon, Sabria  
Dixon, Jeannette Winslow

Journal 16, Page 279.

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This day this cause came on to be heard upon the report of the Sheriff of a sale by him made in pursuance of a former order of the Court and upon motion to confirm the same.

And the Court having carefully examined the proceedings of the said Sheriff in and about said sale, and finding the same to have been had in all its respects in accordance with law and the orders of the Court do approve and confirm the same.

And the said Sheriff is ordered, by deed in fee simple, to convey the said premises to the purchaser thereof, Timothy Frahey, 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 the sum of \$614<sup>25</sup> do order that said Sheriff, out of the money in his hands, pay  
First: The taxes now due upon said premises with the penalty if any, thereon, to wit, the sum of \$73.<sup>89</sup>

Second: The costs and increase costs of this proceeding taxed at the sum of \$---

Third: To the said plaintiff to apply on the amount heretofore found due him, with interest to this date, the sum of \$---

Fourth: And that the balance of said proceeds said Sheriff pay to the said plaintiff to apply on the amount yet to become due him herein.

Attest  
R M Curry  
Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September to wit, on the 12<sup>th</sup> 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 6<sup>th</sup> day of April, 1892, Timothy Frahey filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John R. Dixon et al, State of Ohio.

Union County, ss: In the Court of Common Pleas.  
Timothy Frahey, doing business as Frahey's Bank, of Marion, Ohio.

vs. Plaintiff.  
John R. Dixon, & Sabria Dixon, his wife Defendants

The plaintiff Timothy Frahey, doing business as Frahey's Bank of Marion, Ohio, complains of the defendants John R. Dixon and Sabria Dixon, his wife, for this:  
First Cause of Action: That on the 13<sup>th</sup> day of April, A.D. 1885, the

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defendant, John R. Dixon, executed and delivered to William H. Coffin, his certain promissory note of that date and thereby promised to pay to the said William H. Coffin, or order, five years after date the sum of eight hundred dollars (\$800<sup>00</sup>) with interest at eight per cent. per annum after maturity, payable semi-annually, and five per cent. attorneys fees. A true copy of which promissory note, together with all credits and endorsements thereon is hereto attached, marked Exhibit A. and made a part of this petition.

Plaintiff says that he is now the owner and holder of said note by purchase, transfer and assignment from one George B. Hamilton, who had become the owner thereof by purchase, transfer and assignment from the said William H. Coffin; that said promissory note was executed under and was finally ratified and entered into in the State of Indiana, and said contract was to be governed and interpreted by the laws of that State; that by the laws of the State of Indiana it is lawful to provide for the payments of attorneys fees in addition to the amount of interest stipulated for in said note at the rate of five per centum per annum as is therein provided, and that there is now due this plaintiff upon said promissory note, no credits or payments having been made thereon, the sum of eight hundred dollars (\$800<sup>00</sup>) with interest from the 13<sup>th</sup> day of April, A.D. 1890, at the rate of eight per cent. per annum after maturity payable semi-annually, and also the further sum of forty dollars (\$40<sup>00</sup>) as provided by the terms of said note.

Second Cause of Action:

That on the 13<sup>th</sup> day of April, A.D. 1885, the defendant John R. Dixon executed and delivered to William H. Coffin his certain promissory note of that date and thereby promised to pay to the order of the said William H. Coffin, on the 13<sup>th</sup> day of April, A.D. 1890, the sum of thirty-nine (\$39<sup>00</sup>) dollars with interest at the rate of eight per cent. per annum after maturity, payable semi-annually. A true copy of which note with all the credits and endorsements thereon is hereto attached marked "Exhibit B." and made a part hereof.

Plaintiff says that he is now the owner and holder of said note by purchase, transfer and assignment from one George B. Hamilton, who had become the owner thereof by purchase transfer and assignment from the said William H. Coffin; that there is now due this plaintiff upon said interest note, no credits or payments having been made thereon, the sum of thirty-nine dollars (\$39<sup>00</sup>) with interest from the 13<sup>th</sup> day of April, A.D. 1890, at the rate of eight per cent. per annum after maturity payable semi-annually.

Third Cause of Action:

That contemporaneously with the execution and delivery of said promissory notes, and in order to secure the payment

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of the same, the said defendants John R. Dixon and Sabina Dixon his wife, who, joining therein duly conveyed to the said William H. Coffin, her contingent right of dower in the real estate, hereinafter described, executed and delivered to the said William H. Coffin their certain mortgage deed and thereby conveyed to said William H. Coffin, his heirs and assigns forever, the following real estate situated in the County of Union and State of Ohio, and bounded and described as follows:

Part of Virginia Military Survey number Ten thousand four hundred and eight (10408) and beginning at a stone (red oak, birch and hickory) in the south line of said Survey number 10408 and southeast corner to one hundred and sixty (160) acres conveyed by Adam Hays to Robert R. Moss; thence with the east line of said 160 acres north nine  $\frac{1}{4}$  one-half ( $9^{\frac{1}{2}}$ ) degrees, west sixty-seven  $\frac{1}{4}$  one-half ( $67^{\frac{1}{2}}$ ) poles to a stone; thence north eighty (80) degrees east one hundred and eighteen and sixty-one hundred-reths ( $118^{\frac{60}{100}}$ ) poles to a stone in the center of the Dixon road; thence with the center of said road south ten (10) degrees west sixty-seven and one-half ( $67^{\frac{1}{2}}$ ) poles to a stone in the south line of said Survey N<sup>o</sup> 10408; thence with said line south eighty (80) degrees west one hundred and twenty-six and one-half ( $126^{\frac{1}{2}}$ ) poles to the beginning containing fifty (50) acres more or less and being all of the premises conveyed by Wray Thomas to John R. Dixon, June 14<sup>th</sup>, 1853 except three (3) acres conveyed by John R. Dixon to G. S. Robertson, March 19<sup>th</sup>, 1858.

That said mortgage had a condition thereunder written by which it was provided: "That if the said John R. Dixon and Sabina V. Dixon, his wife or either of them, shall pay or cause to be paid unto the said William H. Coffin the sum of eight hundred dollars and interest thereon, as stipulated in a certain promissory note signed by the said John R. Dixon and described as follows:

" \$800<sup>00</sup> Richmond, Indiana, April 13<sup>th</sup>, 1855.  
 " Five years after date I promise to pay to the order of  
 " William H. Coffin, eight hundred dollars at the Second National  
 " Bank, Richmond Indiana. Value received.  
 " Without any relief whatever from valuation or appraisement laws. With interest at the rate of eight per cent.  
 " per annum after maturity, payable semi annually, and  
 " five per cent. Attorney's fees. The Drawers and Endorsers  
 " waive presentment for payment, protest, and notice of protest,  
 " and non payment of this note. It is expressly agreed  
 " that if default be made in the payment of any one of the  
 " coupons hereto attached, representing the semi-annual interest  
 " on this note, or any part thereof, as they severally become due,  
 " then the whole principal sum represented by this note shall, at  
 " the option of the holder thereof, immediately become due, and  
 " together with all arrearages of interest thereon, may be collected.  
 " It is further expressly agreed that if at any time, until this

note is fully paid, the premises made security for this note, or any portion thereof, shall be sold for any tax or assessment, whatever, then, and in that event, this note, and all accrued interest thereon, shall immediately become due, and may be collected.

And the interest thereon, evidenced by ten interest coupons thereto attached, and subject to the conditions thereof, all dated Richmond, Indiana, April 13<sup>th</sup>, 1875 and due as follows: one for twenty five dollars (\$25<sup>00</sup>) due September 1<sup>st</sup>, 1875; eight for thirty two dollars (\$32<sup>00</sup>) each due March 1<sup>st</sup>, and September 1<sup>st</sup>, respectively of 1876, 1877, 1878, and 1879 and one for thirty nine dollars due April 13<sup>th</sup>, 1890, all signed by the said John R. Dixon.

Then these presents shall be void, otherwise to be and remain in full force and virtue in law forever."

That said mortgage was, on the 27<sup>th</sup> day of April, A. D. 1885 at the hour of 1<sup>st</sup> o'clock P. M. duly filed for record with the Recorder of Union County, Ohio, and was by him on the 28<sup>th</sup> day of April A. D. 1885 duly recorded in the Record of Mortgages of said County in Volume 22, Pages 192, and 193.

Plaintiff says that the mortgage hereinbefore referred to was executed to secure the payment of the promissory notes mentioned and referred to in the first and second causes of action in this petition, and that by the purchase and transfer of said notes he thereby became and is now the owner of the mortgage given to secure the same and is entitled to all the rights originally held by the said William H. Coffin in and under said mortgage.

Plaintiff says that the condition of defeasance in said mortgage has been broken; that the same has become absolute; that on account of default in the payment thereof he is entitled to have the equity of redemption of the said John R. Dixon and Sabria Dixon, his wife, in said real estate foreclosed.

Fourth Cause of Action:

The plaintiff says that the defendants John R. Dixon and Sabria Dixon, his wife, on the 12<sup>th</sup> day of October, A. D. 1888, executed and delivered to this plaintiff, doing business as Frahey's Bank, their certain mortgage deed, and thereby conveyed to this plaintiff, doing business as Frahey's Bank, its successors and assigns, the following described real estate situated in the County of Union, and in the State of Ohio, and in the Virginia Military District and bounded and described as follows, to wit:

The south half of lot N<sup>o</sup> 6 in Survey N<sup>o</sup> 10408 in the name of Sawyer, the whole lot bounded as follows:

Beginning at four beeches south-west corner to lot N<sup>o</sup> 5; thence north 80 degrees east 125 poles with the line of said lot to an oak and two beeches corner to lot N<sup>o</sup> 1; thence south 10 degrees east 136 poles with the line of said lot N<sup>o</sup> 1 to a beech and hickory; thence south eighty degrees west 126<sup>50</sup> poles to a red oak, beech & hickory corner to lot owned by John Fisher; thence north 9 degrees 30' west with Fisher's line 136 poles to the place of beginning, containing one hundred and six acres more or less, excepting there

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from three acres off of the east side of said south half which has heretofore been sold and transferred to G. S. Robertson.

That said mortgage had a condition thereunder written by which it was provided: "That whereas said John R. Dixon has executed his promissory note for the sum of seven hundred dollars with interest at 8 per cent. from date payable semi-annually and eight per cent. after maturity upon principal and upon due and unpaid interest dated October 3<sup>d</sup>, 1887, and due on or before five years after date. Now if the said John R. Dixon shall punctually pay said sum of money and interest as herein specified to said Farmers Bank, or order, when the same becomes due, then these presents shall be void."

That said mortgage deed was duly filed for record with the Recorder of Union County, Ohio, on the 14<sup>th</sup> day of October A. D. 1887, at the hour of 12 o'clock P. M. and was by said Recorder duly recorded in the Records of Mortgages of said County in Volume 24, at page 443 on the 18<sup>th</sup> day of October A. D. 1887.

That plaintiff is still the owner and holder of said note in --- described in said mortgage and that there will be due him on the 3<sup>d</sup> day of October A. D. 1892, the sum of \$776.<sup>00</sup> with interest from the 3<sup>d</sup> day of October, A. D. 1889, at the rate of 8 per cent. per annum payable semi-annually until paid and 8 per cent. after maturity upon principal and upon due and unpaid interest. A copy of which note is hereto attached, with all the credits and endorsements thereon, marked Exhibit C and made a part hereof.

#### Fifth Cause of Action:

That by the consideration of the Court of Common Pleas of Marion County, Ohio, on the 24<sup>th</sup> day of December, at the October Term of said Court A. D. 1890, this plaintiff obtained a judgment against the said John R. Dixon and others in the sum of \$358.<sup>50</sup> debt, and costs of suit to the amount of five dollars and seventeen cents and it was certified in said judgment that the same should bear interest at the rate of eight per cent. per annum payable annually, together with interest at the rate of eight per cent. per annum upon all due and unpaid interest. That increase costs have accrued thereon to the amount of thirteen dollars and fifty cents.

Plaintiff says that said judgment still remains in full force unreversed and wholly unsatisfied and that there is now due thereon the sum of \$377.<sup>00</sup> with interest on \$358.<sup>50</sup> from the 24<sup>th</sup> day of December A. D. 1890, at the rate of 8 per cent. per annum payable annually, together with interest at the rate of eight per cent. per annum upon all due and unpaid interest, and interest on five dollars and seventeen cents from the 24<sup>th</sup> day of December, A. D. 1890, at the rate of six per cent. per annum, and interest on \$13.<sup>50</sup> from October 24<sup>th</sup>, 1890, at the rate of 6 per cent. per annum.

This plaintiff further says that said judgment was

duly entered upon the Appearance and Execution Docket of said Court of Common Pleas and on the 22<sup>nd</sup> day of October A. D. 1891 an execution was duly issued thereon to the Sheriff of Union County, Ohio, who, for the want of goods and chattels, levied the same upon all the real estate hereinbefore described in the third and fourth causes of action herein. That said levy is still subsisting, and that by reason thereof said judgment is a lien upon all the real estate described herein as and from the 27<sup>th</sup> day of October, A. D. 1891, the day upon which said levy was made.

Plaintiff further says that the said Sabria Dixon joined with her husband, the said John R. Dixon, in the execution of the mortgages hereinbefore described, and therein and thereby released and quit-claimed to this plaintiff all her right and expectancy of dower in said real estate.

Wherefore plaintiff prays that an account may be taken of the amount due him upon his said mortgages, upon the judgment hereinbefore referred to; that the liens against said real estate may be marshalled and their priorities fixed and determined; that in default of the payment of the amount due this plaintiff by a short day to be named, the real estate described in the petition may be appraised, advertised and sold as upon execution at law; that out of the proceeds of said sale plaintiff's said claims may be paid, with interest and cost, and that in case the proceeds of such sale are insufficient to satisfy the claims of plaintiff in full that execution may be awarded for the residue, and for all other proper relief in the premises.

State of Ohio,

Marion County ss:

By Seefeld & Seefeld,

Attorneys for Timothy Frahey.

Timothy Frahey being duly sworn says that the facts stated and allegations contained in the foregoing petition are true as he verily believes.

Timothy Frahey.

Sworn to before me by the said Timothy Frahey and by him signed in my presence this 22<sup>nd</sup> day of March, A. D. 1892.  
Harry E. Woodcock, Notary Public in and for Marion County.

Swans Negotiated by J. Dickinson & Co., Richmond, Indiana.

Richmond, Indiana, April 13<sup>th</sup>, 1883.  
Five years after date, I promise to pay to the order of William H. Coffin 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. 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 one of the

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50 Acres, Jackson Township Union Co.  
"Secured by Mortgage."  
A. D. 188  
No. 167.  
filed in  
Frahey's  
John R.



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. Rush Creek,  
Union Co., Ohio.

John R. Dixon,  
§ 975-83  
March 19<sup>th</sup>, 1892.

Exhibit "B" \$39<sup>00</sup> Richmond, Indiana, April 13<sup>th</sup>, 1893.

April 13<sup>th</sup>, 1890, after date, I promise to pay to the order of William H. Coffin, Thirty nine 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 10<sup>th</sup> semi-annual interest on the note hereto attached, of even date herewith and subject to all the conditions of said note.  
John R. Dixon.

Exhibit "C" \$700<sup>00</sup> On or before five years after date, for value received, we jointly and severally promise to pay Frahey's Bank, or order, at Marion Ohio, Seven hundred dollars with interest at 8 per cent. per annum from date payable semi-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 Record, at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the payee, legal holder, 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.

50 Acres, Jackson Township Union Co. Secured by Mortgage.

Witness our hands and seals this 3<sup>rd</sup> day of October, A. D. 1887. J. R. Dixon.

No. 167. Afterward, on the 6<sup>th</sup> day of April, 1892, a Praecipe was filed in the Clerk's Office of said Court, to wit: Frahey's Bank, Plt. vs. John R. Dixon et al Defts. Marion, Ohio, April 4<sup>th</sup>, 1892. In Court of Common Pleas Union County, Ohio.

To the Clerk of said Court:

Issue Summons in the above entitled case, for the defendants John R. Dixon and Sabria Dixon directed to the Sheriff of Union County, Ohio.

Summons

Afterward, on the 6<sup>th</sup> day of April, A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

6368

The State of Ohio,  
Union County

To the Sheriff of Union County:

You are hereby commanded to notify John R. Dixon and Sabria Dixon that they have been sued by Frahey's Bank in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> 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 18<sup>th</sup> day of April A. D. 1892.

Witness my hand and the seal of said Court,  
(Seal) This 6<sup>th</sup> day of April, A. D. 1892.  
R. M. Leroy, Clerk.

Sheriff's Return

And on the 13<sup>th</sup> day of April, 1892, the Sheriff of said County returned said writ to the Clerk's Office of said County which return is as follows:

Ser. & Return	30
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Copy	40
Total	4 85

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

Received this writ April 6<sup>th</sup>, A. D. 1892, at 10 o'clock A. M. and served same by delivering personally a true and certified copy thereof with the endorsements thereon to each of the within named defendants, on the 11<sup>th</sup> day of April 1892.

Thomas Martin, Sheriff.

Entry

6368

Afterward, on the 13<sup>th</sup> day of October, 1892, an Entry was made on the Journal by the Clerk of said Court, Timothy Frahey, doing business as Frahey's Bank of Marion, Ohio.

vs.  
John R. Dixon and Sabria Dixon  
his wife

Journal 16, Page 249.

This day this cause came on to be heard upon the petition of the said defendant, and the evidence, and was argued by counsel; upon consideration whereof, and being duly advised in the premises, the Court do find that the said defendants, and each of them, have been duly served with notice of the filing and pendency of the petition in this proceeding, but have failed to answer or demur thereon, and have made default herein, and that thereby the allegations of the said petition are by them confessed to be true.

And the Court do further find that there is due to the said plaintiff from the said defendant John R. Dixon

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upon the promissory note mentioned and referred to in his first cause of action in the petition herein, the sum of \$967.<sup>60</sup> together with interest thereon at the rate of 8 per cent. per annum from the date of the entry of this decree, and also the further sum of \$40.<sup>00</sup> as mentioned and set forth in said first cause of action in plaintiff's petition.

And the Court do further find that there is due to the said plaintiff upon the promissory note mentioned and referred to in the second cause of action in his said petition from the said defendant John R. Dixon the sum of \$48.<sup>60</sup> with interest at the rate of 8 per cent. per annum from the date of the entry of this decree, payable semi-annually, as mentioned and set forth in said petition.

And the Court do further find that in order to secure the payment of the promissory notes hereinbefore referred to, the said defendant John R. Dixon and Sabria Dixon, his wife (who thereby released and relinquished her contingent right of dower in said premises) executed and delivered to one William H. Coffin their certain mortgage deed and thereby conveyed to the said William H. Coffin his heirs and assigns the real estate mentioned and described in the petition; that the said plaintiff, Timothy Frahey, doing business as Frahey's Bank, of Marion, Ohio, is now the owner and holder of said mortgage.

That the same was duly filed for record with the Recorder of Union County, Ohio, on the 27<sup>th</sup> day of April, A.D. 1875, at the hour of 1<sup>st</sup> o'clock P.M. and was by him duly recorded in the Records of Mortgages of said County in Volume 22, Pages 192 and 193; that said mortgage is a valid and subsisting lien upon the premises described in the petition, and that the conditions of said mortgage have been broken and that the said plaintiff is entitled to have the equity of redemption of the said defendants in said real estate foreclosed.

And the Court do further find that there is due to the said plaintiff from the said defendant John R. Dixon upon the promissory note mentioned and referred to in the fourth cause of action in said petition the sum of \$974.<sup>67</sup> together with interest from the date of the entry of this decree at the rate of 8 per cent. per annum, payable annually.

And the Court do further find that in order to secure the payment of said promissory note the said defendants John R. Dixon and Sabria Dixon his wife (who joining therein thereby released and relinquished her contingent right of dower in said premises) executed and delivered to the said plaintiff their certain mortgage deed and thereby conveyed to the said plaintiff, his heirs and assigns the real estate in the petition described; that said mortgage deed was duly filed for record with the Recorder of Union County, Ohio, on the 14<sup>th</sup> day of October, A.D. 1887 at the hour of 12 o'clock P.M. and was by said Recorder duly recorded in the Records of Mortgages

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of said County in Volume 24 Page 443; that the conditions of said mortgage have been broken and that the said plaintiff is entitled to have the defendants equity of redemption in said real estate foreclosed; that said mortgage is a valid and subsisting lien upon the premises described in the petition and subsequent in priority only to the mortgage hereinbefore described. And the Court do further find that there is due to the said plaintiff from the said defendant John R. Dixon upon the judgment mentioned and referred to in the fifth cause of action in the petition of the said plaintiff the sum of \$430.<sup>00</sup> together with interest on the sum of \$412.<sup>00</sup> at the rate of 8 per cent. per annum payable annually from the date of the entry of this decree, and that said sum is a valid and subsisting lien upon the real estate described in the petition from the 29<sup>th</sup> day of October, A. D. 1891.

It is therefore ordered, adjudged, and decreed by the Court that unless the said defendants John R. Dixon and Sabria Dixon 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 said plaintiff the several amounts hereinbefore found due him, an order, or orders, issue to the Sheriff of Union County, Ohio, commanding him to appraise, advertise and sell the real estate described in the petition as upon execution at law, that he bring the proceeds of such sale into this Court to abide its further orders thereon.

It is therefore ordered that this cause stand continued until the next term of this Court.

*Præcipe*

Afterward, on the 5<sup>th</sup> day of November, a Præcipe for an Order of Sale was filed with the Clerk of said Court, to wit: Timothy Frahey

vs. John R. Dixon et al  
To the Clerk of said Court:

State of Ohio, Union County ss:  
In the Court of Common Pleas

Issue an Order of Sale to the Sheriff of Union County, Ohio, for the premises described in the petition herein returnable according to law.

Scotfield & Scotfield,  
Attorneys for Plaintiff

*Order of Sale*

Afterward, on the 9<sup>th</sup> day of November, 1892, 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 13<sup>th</sup> day of October 1892, Timothy Frahey doing business as Frahey's Bank, obtained a judgment and decree against John R. Dixon and Sabria Dixon for the sum of twenty-four hundred and forty-three and <sup>25</sup>/<sub>100</sub> dollars and fifteen and <sup>25</sup>/<sub>100</sub> dollars, costs of suit. And Whereas,

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it was then and there, by said Court ordered, adjudged, and decreed, that the said John R. Dixon within five days from the 13<sup>th</sup> day of October, A. D. 1892 pay unto the said Farmers Bank the said sum of twenty-four hundred and forty-three <sup>3</sup>/<sub>4</sub> dollars, with interest from the 13<sup>th</sup> day of October, 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 five days aforesaid have fully expired and the said sum of twenty-four hundred and forty-three and <sup>3</sup>/<sub>4</sub> dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us, of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit: bounded and described as follows: Part of Virginia Military Survey N<sup>o</sup> 10408 and beginning at a stone (red oak, birch and hickory) in the south line of Survey N<sup>o</sup> 10408 and south-east corner to one hundred and sixty (160) acres conveyed by Adam Wray to Robert R. Moss; thence with the east line of said 160 acres north nine and one half degrees (9<sup>50</sup>) west sixty-seven and one-half (67 <sup>1</sup>/<sub>2</sub>) poles to a stone; thence north eighty degrees (80<sup>o</sup>) east one-hundred and eighteen and sixty one hundredths (118 <sup>60</sup>/<sub>100</sub>) poles to a stone in the center of the Dixon road; thence with the center of said road south ten (10) degrees, west sixty-seven and one half (67 <sup>50</sup>/<sub>100</sub>) poles to a stone in the south line of said Survey N<sup>o</sup> 10408; thence with said line south eighty (80<sup>o</sup>) west one-hundred and twenty-six and one-half (126 <sup>50</sup>/<sub>100</sub>) poles to the beginning containing 50 acres more or less, and being all the premises conveyed by Wray Thomas to John R. Dixon June 14<sup>th</sup>, 1853 except three (3) acres conveyed by John R. Dixon to G. S. Robertson March 19<sup>th</sup>, 1858.

Also the following described premises. Situate in the County of Union and State of Ohio, and in the Virginia Military District, and bounded and described as follows, to-wit:

The south half of lot N<sup>o</sup> 6 in Survey N<sup>o</sup> 10408 in the name of Sawyer, the whole lot bounded as follows: Beginning at four beeches south-west corner to lot N<sup>o</sup> 5; thence north 80 degrees east 125 poles with the line of said lot to an oak, and two beeches corner to lot N<sup>o</sup> 1; thence south 10 degrees east 136 poles with the line of lot N<sup>o</sup> 1 to a beech and hickory; thence south 80 degrees west 126 <sup>50</sup>/<sub>100</sub> poles to a red oak, beech and hickory corner to lot owned by John Fisher; thence north 9 degrees 30' west with the Fisher line 136 poles to the place of beginning containing 106 acres more or less excepting therefrom three acres off of the east side of said south half which has heretofore been sold and transferred to G. S. Robinson. We therefore command you,

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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  
 (Seal) Marysville this 9<sup>th</sup> day of November, A. D. 1892.  
 R. M. Leroy, Clerk.

Sheriff's Return And on the 19<sup>th</sup> 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:

Service	60	The State of Ohio,
Devy	1 50	Union County ss: Sheriff's Return.
Sum. Aprs.	1 20	Received this writ the 9 <sup>th</sup> day of November
Swear "	75	A. D. 1892, and on the 14 <sup>th</sup> day of November, A. D. 1892
Convey "	2 50	I called an inquest of H. M. Hall, E. C. Laner and
Writing Aprl.	35	Joseph Robertson three disinterested freeholders and
Copy of "	35	residents of the County, and caused the within
Notice to Ctr.	35	described real estate to be duly appraised on their
Affidavit to Ctr.	35	oaths; they on the same day returned to me an
Writing Notice	35	estimate of the value thereof (to wit: \$35 per acre)
Mileage	4 80	under their hands and seals, a copy of which I
Return	50	forthwith deposited with the Clerk of the within
Total	13 60	named Court.
Appraisers fees	3 00	Thereupon I caused public notice of the time
Printer's fee	23 40	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 17<sup>th</sup> 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 Timothy F. Ahay for the sum of twenty-three dollars and thirty-four cents per acre 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 17<sup>th</sup> day December, a Proof of Publication was filed with the Clerk of said Court, to wit:  
 Fraher's Bank vs. John A. Dixon 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

Proof of Publication

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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 17<sup>th</sup>, 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 - - County of Union, and State of Ohio, and bounded and described as follows: Part of Virginia Military Survey N<sup>o</sup> 10408 and beginning at a stone (red oak, birch and hickory) in the south line of Survey N<sup>o</sup> 10408 and southeast corner to one hundred and sixty (160) acres conveyed by Adam Hays to Robert R. Moss: thence with the east line of said 160 acres north nine and one half degrees ( $9^{\frac{1}{2}}$ ) west sixty-seven and one half ( $67^{\frac{1}{2}}$ ) poles to a stone: thence north eighty degrees ( $80^{\circ}$ ) east one hundred and eighteen and sixty-one hundredths ( $118^{\frac{61}{100}}$ ) poles to a stone in the center of the Dixon road: thence with the center of said road south ten (10) degrees west sixty-seven and one half ( $67^{\frac{1}{2}}$ ) poles to a stone in the south line of said Survey N<sup>o</sup> 10408: thence with said line south eighty ( $80^{\circ}$ ) degrees west one hundred and twenty six and one half ( $126^{\frac{1}{2}}$ ) poles to the beginning, containing fifty (50) acres more or less, and being all the premises conveyed by Hays Thomas to John R. Dixon, June 14<sup>th</sup>, 1853 except three (3) acres conveyed by John R. Dixon to G. S. Robinson March 19<sup>th</sup>, 1858.

Also the following described premises situate in the County of Union and State of Ohio, and in the Virginia Military District, and bounded and described as follows, to-wit:

The south half of lot N<sup>o</sup> 6 in Survey N<sup>o</sup> 10408 in the name of Sawyer, the whole lot bounded as follows: Beginning at four beeches South-west corner to lot N<sup>o</sup> 5: thence north 80 degrees east 125 poles with the line of said lot to an oak and two beeches corner to lot N<sup>o</sup> 1: thence south 10 degrees east 136 poles with the line of lot N<sup>o</sup> 1 to a beech and hickory: thence south 80 degrees west  $126^{\frac{1}{2}}$  poles to a red oak, beech and hickory corner to lot owned by John Fisher: thence north  $9^{\circ} 30'$  west with the Fisher line 136 poles to the place of beginning containing 106 acres, more or less, excepting therefrom three acres off of the east side of said south half, which has heretofore been sold and transferred to G. S. Robinson.

Appraised at \$35<sup>00</sup> per acre.

Terms of Sale, Cash.

Thomas Martin, Sheriff Union County, Ohio.

The State of Ohio,  
Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with November 16<sup>th</sup>, 1892.

H. O. Shearer.

Sworn to and subscribed before me, this 17<sup>th</sup> day of December 1892.

R. M<sup>o</sup> Leroy, Clerk.

(Seal)

Entry

6368

Afterward, on the 9<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court, to-wit: Timothy Frahey doing business as Frahey's Bank of Marion Ohio,

vs. John R. Dixon and Sabria Dixon his wife.

Journal 16, Page 279.

This day this cause came on to be heard upon the report of the Sheriff of a sale by him made in pursuance of a former order of the Court and upon motion to confirm the same.

And the Court here having carefully examined the proceedings of the said Sheriff in and about said sale, and finding the same to have been had in all respects in accordance with law and the orders of the Court do approve and confirm the same.

And the said Sheriff is ordered, by deed in fee simple, to convey the said premises to the purchaser thereof, Timothy Frahey and a writ of possession is awarded to put the said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale, amounting to the sum of \$1167.<sup>00</sup> do order that said Sheriff out of the moneys in his hands, pay -

First: The taxes now due upon said premises, with the penalty if any, thereon, to-wit the sum of \$131.<sup>12</sup>

Second: The costs and increase costs of this proceeding taxed at the sum of \$ - - -

Third: And that he pay the balance of said proceeds to the said plaintiff to apply upon the amount heretofore found due him herein.

And it appearing that the proceeds of said sale will not be sufficient to fully satisfy the amount hereinbefore found due said plaintiff, it is ordered by the Court that execution be awarded against the said defendant John R. Dixon for the balance remaining due upon the claim of the said plaintiff.

Attest  
R. M. Orr  
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 12<sup>th</sup> 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 16<sup>th</sup> day of May 1892, H. Dague filed in the Clerk's Office of the said

Petition

6387

Court of  
H. Dague

Viola W.  
Columb  
Wilson,  
vs. Geo. C.  
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Court of Common Pleas, the following Petition against Viola Wilson  
 W. Dague, Plaintiff

Petition

1387

vs.  
 Viola Wilson, Goetta Wilson,  
 Columbia Wilson, Conley  
 Wilson, Esta Wilson, V. J. Hills  
 & Co., Crosby & Adamson,  
 C. D. Perfect & Sons, Osborn,  
 Solomon & Co., Thomas  
 Mapes, Guardian, Defendants.

Court of Common Pleas,  
 Union County, Ohio.

The plaintiff says that he is seized in fee simple and is entitled to possession of the undivided one-half of the following described premises, to-wit: "Being in lot N<sup>o</sup> 147 fourteen in the village of Newton in the County of Union and State of Ohio. For more particular description reference is made to the plat of said village in the Recorder's Office of the aforesaid County.

The plaintiff further says L. D. Wilson died on or about the - - day of - - - 1892 seized of the one-half of the aforesaid described premises leaving as his widow Viola Wilson and four minor children his legal heirs at law, to-wit: Goetta Wilson, Columbia Wilson, Conley Wilson and Esta Wilson who are tenants in common with the said plaintiff and all are residents of Union County, Ohio, except Viola Wilson and Esta Wilson reside in Licking County, Ohio, and their Post Office address is Summit Station in said County.

The plaintiff further says that Thomas Mapes is the Guardian of said Goetta Wilson, Columbia Wilson, Conley Wilson and Esta Wilson and are all under the age of fourteen years except Goetta Wilson.

The plaintiff says he is entitled to partition of said premises in the proportions as follows, to-wit:

To the plaintiff the undivided one-half,  
 To Goetta Wilson the undivided one-eighth part,  
 To Columbia Wilson the undivided one-eighth part, and  
 To Conley Wilson, the undivided one-eighth part, and  
 To Esta Wilson the undivided one-eighth part.

The plaintiff says V. J. Hills & Co., Crosby & Adamson, C. D. Perfect & Sons and Osborn, Solomon & Co. claim to have a lien upon said premises, and ask that they be made party defendants and required to set answer setting forth the nature of their claims.

The plaintiff therefore prays that partition of said land may be made and that the dower of Viola Wilson may be assigned therein, or if the same cannot be done without manifest injury, that then such proceedings may be had in the premises as are authorized by law.

Robinson & Woodburn,

Attorneys for Plaintiff.

The State of Ohio,  
Union County ss:

H. Dague being first duly sworn deposes and says that the facts stated and allegations made in this his foregoing petition are true as he verily believes.

H. Dague.

Sworn to before me and signed in my presence this 16<sup>th</sup> day of May, 1892. James C. Robinson,  
(Seal) Notary Public.

Process

To Clerk:

Issue Summons returnable according to law; Goetta Wilson, Columbia Wilson, Conley Wilson, Esta Wilson, Indorse: "Partition". Said Columbia, Conley and Esta Wilson minors under 14 years.  
June 30<sup>th</sup>, 1892. Robinson & Woodburn.

To Clerk:

Issue Summons to Crosby & Adamson returnable according to law, indorse, "Partition": To Sheriff of Montgomery County, Ohio.  
Robinson & Woodburn,  
Attorneys for Plaintiff.

Summons

6387

Afterward, on the 30<sup>th</sup> day of June, 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 Goetta Wilson, Columbia Wilson, Conley Wilson, and Esta Wilson, (these last three minors under 14 years of age) that they have been sued by H. Dague in the Court of Common Pleas of Union County, and must answer by the 30<sup>th</sup> day of July 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 11<sup>th</sup> day of July A. D. 1892.

Witness my hand and the seal of said Court, this 30<sup>th</sup> day of June A. D. 1892.  
(Seal) R. M. Leroy, Clerk.

Sheriff's Return

And on the 12<sup>th</sup> 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,

Ser. & Return	30
Adl. Dfts.	60
Mileage	3 20
Copy	1 00
Total	5 10

Union County. Sheriff's Return.

Received this writ June 30<sup>th</sup>, A. D. 1892, at 10 o'clock A. M. and served same by leaving at the usual place of residence Thomas Mapes a certified copy of this writ and by delivering to said Thomas Mapes a certified copy of this writ he the said Thomas Mapes being the Guardian of said Conley Wilson (minors) and the person with whom said minor resides, on the 11<sup>th</sup> day of July 1892. I also served by delivering a certified copy of this writ to

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Waiver

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Columbia Wilson and H. Dague, said Dague being the person having charge of said Columbia Wilson (minor) and said Dague being the person with whom said minor resides, on the 11<sup>th</sup> day of July 1892. I also served by delivering a certified copy of this writ to Goetta Wilson, on the 11<sup>th</sup> day of July 1892. Esta Wilson was not found in any County.

Thomas Martin, Sheriff.

Waiver

H. Dague, Plaintiff  
vs.

In Court of Common Pleas,  
Union County, Ohio.

6387

Viola Wilson et al. Dfts.

We, the undersigned defendants do hereby waive the issuing and service of Summons in the above case, and enter our appearance herein waiving no rights, excepting that of entering our appearance.

Osborn, Solomon & Co.,  
Thos. A. Mapes  
C. D. Perfect & Sons.

Answer

Afterward, on the 6<sup>th</sup> day of July, 1892, an Answer was filed with the Clerk of said Court, to wit:

6387

H. Dague, Plaintiff  
vs.

Viola Wilson, Goetta Wilson,  
Columbia Wilson, Conley  
Wilson, Esta Wilson, V. J. Hills  
& Co., Crosby & Adamson,  
C. D. Perfect & Sons, Osborn, Solomon  
& Co., Thomas Mapes, Guardian  
Defendants.

Court of Common Pleas  
Union County, Ohio.

Now comes Viola Wilson, and for her answer says she is the widow of L. L. Wilson mentioned in the petition and that she is entitled to dower in the premises described in the plaintiff's petition and hereby ask that said premises may be sold free of dower, and asked that in lieu of her dower thereof its value be paid her in money. And that her age is 30 years and prays for such other relief as the equity of the case may demand.

Robinson & Woodburn.

The State of Ohio,  
Licking County ss:

Viola Wilson first duly sworn deposes and says that the facts stated and allegations in her foregoing answer are true as she verily believes.

Viola L. Wilson.

Sworn to before me and subscribed in my presence this 5<sup>th</sup> day of July, 1892.

David M. Intosh,  
Notary Public in & for said County

Afterward, on the 3<sup>rd</sup> day of September, A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio,  
Union County:

To the Sheriff of Montgomery County:  
You are hereby commanded to notify Crosby & Adamson

impleaded with others) that they have been sued by H. Dague in the Court of Common Pleas of Union County, and must answer by the first day of October, 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 12<sup>th</sup> day of September A. D. 1892.

Witness my hand and the seal of said Court, this 3<sup>rd</sup> day of September A. D. 1892.

R. M. Croy, Clerk.

Sheriff's Return

And on the 7<sup>th</sup> 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:

Ser. & Return	55
Doc. & Post.	25
Mileage	80
Copy	30
Total	\$1.90

The State of Ohio,  
Montgomery County

Sheriff's Return.

Received this writ on the 5<sup>th</sup> day of September A. D. 1892, at 8<sup>30</sup> o'clock A. M. and served same by leaving a true copy thereof with the endorsements thereon at the usual place of business of Crosby & Adamson on the 6<sup>th</sup> day of September, A. D. 1892.

Charles J. Gerdes Sheriff,  
Montgomery County

By C. N. Gillis, Deputy.

Waiver

H. Dague, Plaintiff

In Court of Common Pleas,

vs.  
Viola Wilson et al. Dfts.

Union County, Ohio.

Filed Sept. 12, 1892

We, the undersigned defendants, do hereby waive the issuing and service of Summons in the above case entering our appearance herein waiving no rights excepting that of entering our appearance.

Crosby & Adamson.

Waiver

Afterward, on the 13<sup>th</sup> day of September, 1892, a Waiver was filed with the Clerk of said Court, to wit:

H. Dague, Plaintiff

In Court of Common Pleas,

vs.  
Viola Wilson et al. Dfts.

Union County, Ohio.

We, the undersigned defendants do hereby waive the issuing and serving of a Summons in the above case and enter our appearance herein, waiving no rights excepting that of entering our appearance.

V. J. Hills & Co.

Entry

Afterward, on the 13<sup>th</sup> day of September, 1892, an Entry was made on the Journal by the Clerk of Court, to wit:

H. Dague

Journal 16, Page 216.

vs.  
Viola Wilson et al.

And now this cause coming on to be heard upon the petition and the evidence, the Court find that all of the defendants have had due legal notice of the pendency and demands of the said petition and that they are in default for answer thereto.

Thereupon the Court further find that the plaintiff and the defendants hereafter named are tenants in common

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in the estate described in the petition; that the plaintiff H. Dague has a legal right to the one half thereof: to the defendants Quetta Wilson, Columbia Wilson, Conley Wilson, and Esta Wilson each a legal right to the one eighth part thereof.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest and L. James Herd, John Wiley, and Elisha Wells, three judicious and disinterested freeholders of the vicinity and are hereby appointed Commissioners to make the same.

But it is ordered upon the answer of the said Viola Wilson, widow, that if in the opinion of said Commissioners said estate cannot 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 issue to the Sheriff of Union County commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are hereinbefore severally found entitled.

And it is ordered that if said estate is entire and cannot be divided by metes and bounds that said estate be appraised free of dower. And of his proceedings herein the said Sheriff is ordered to make due return.

Afterward, on the 15<sup>th</sup> day of September, 1892, a Writ of Partition <sup>of</sup> Dower was issued by the Clerk of said Court. The State of Ohio.

Union County ss To the Sheriff of said County - Greeting: We command you, that without delay, by the oaths of James Herd, John Wiley and Elisha Wells you cause to be set off and assigned to Viola Wilson widow of L. L. Wilson, 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 Village of Newton, being In Lot No: (14) fourteen of the said Village of Newton for a more particular description reference is made to the plat of said village in the Recorder's Office of said County.

Subject to said Dower estate, among the persons named herein, and in the following proportions, to wit: To H. Dague one half (1/2) part; to Quetta Wilson one eighth (1/8) part; to Columbia Wilson one eighth (1/8) part; to Conley Wilson one eighth (1/8) part; to Esta Wilson one eighth (1/8) part.

And if, in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same free from the dower of the said Viola Wilson, in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain petition for

Dague must one of the ordered on the 12<sup>th</sup> art, this off of said County September came by orsements mson on s Sheriff. ry County Deputy. Sept. 12; 1892 e the issue g our ap tiring our aiver was e the issue enter our of entering n Contry t: upon the of the de and de v default plaintiff common

Partition and Dower wherein the said H. Dague is plaintiff and Zoetta Wilson, Columbia Wilson, Conley Wilson, Esta Wilson Viola Wilson et al. are defendants; and that your proceedings on 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 15<sup>th</sup> day of September A. D. 1892.

(Seal)

R. M. Croy, Clerk.

Sheriff's Return

And on the 19<sup>th</sup> 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:

Service	30
Mileage	2 40
Exp. Writ	1 20
Sugar Com	75
Report	50
Return	25
Total	5 40
Com. fee	3 00

As commanded by the foregoing Writ of Partition and Dower, I have executed the same by the oaths of James Herd, John Wiley, and Elisha Wells; and the said Commissioners being of the opinion that the said premises can not 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 17<sup>th</sup> day of September A. D. 1892.

Thomas Martin, Sheriff.

Comm. Report  
H. Dague vs.  
Viola Wilson et al

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

According to the command of the Writ of Partition & Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same free of the said Dower estate at seven hundred dollars (\$700<sup>00</sup>).

Given under our hands this 17<sup>th</sup> day of September, A. D. 1892.

James Herd  
Elisha Wells  
John Wiley

Entry

Afterward, on the 28<sup>th</sup> day of September, 1892, an Entry was made on the Journal by the Clerk of said Court,

6387

H. Dague vs.  
Viola Wilson et al

Journal 16, Page 226.

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 \$700<sup>00</sup> the Court find the said return and proceedings in all respects

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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 therefor to the Sheriff of Union County.

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

Prosepe H. Dague  
vs.

Viola Wilson et al

Filed September 28<sup>th</sup>, 1892.

To Clerk: Issue Order of Sale in the above entitled case to Sheriff of Union County. Robinson <sup>3<sup>rd</sup></sup> Woodburn  
Attorney for Plaintiff.

Order of Sale

Afterward, on the 10<sup>th</sup> day of October, 1892, an Order of Sale was issued by the Clerk of said Court, to wit:

6387

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 September Term A. D. 1892 in a certain Petition for Partition, now pending in said Court, wherein H. Dague, plaintiff and Viola Wilson, Corilla Wilson, Columbia Wilson, Conley Wilson and Esta Wilson, defendants, we command you that without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit; Being In Lot N<sup>o</sup> (14) fourteen in the village of Newton, Union County and State of Ohio. For a more particular description reference is made to the plat of said Village in the Recorder's Office of said County.

Appraised at \$700<sup>00</sup> free of the Dower estate of Viola Wilson; 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  
(Seal) at Marysville this 10<sup>th</sup> day of October, A. D. 1892.  
R. M<sup>o</sup> Leroy, Clerk.

Sheriff's Return

And on the 17<sup>th</sup> 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:

Service	30
Mileage	2 40
Copy to Ctr.	30
Return	25
Total	3 15
Printer's fee	11 70

The State of Ohio,  
Union County ss: Sheriff's Return  
I received this Order of Sale on the 10<sup>th</sup> day of October 1892 and in obedience to the command of the same, I did, on the 12<sup>th</sup> day of October 1892 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 12<sup>th</sup> day of November A. D. 1892, at One o'clock P. M. of said day.

Plaintiff  
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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 12<sup>th</sup> day of November A. D. 1892, at the time and place above mentioned proceed to offer said lands and tenements at public sale. Said property was not sold for want of bidders.

Thomas Martin, Sheriff.

Proof of Publication

H. Daque vs

Sheriff's Sale Order of Sale in Partition.

Viola Wilson 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 12<sup>th</sup>, 1892, at or about the hour of One o'clock P. M. on said day, the following property, to wit: Situated in the County of Union, State of Ohio, and in the Township of Liberty described as follows: Being in lot N<sup>o</sup> (14) fourteen in the village of Newton, Union County and State of Ohio. For a more particular description reference is made to the plat of said village in the Recorder's Office of said County.

Appraised at \$700<sup>00</sup> free of the dower estate of Viola Wilson Terms, one-third cash on day of sale; one-third in one year and balance in two years. Deferred payments to be secured by mortgage on property sold.

Thomas Martin, Sheriff Union County.

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 12<sup>th</sup> day of October 1892.

W. C. Shearer.

Sworn to and subscribed before me this 12<sup>th</sup> day of November 1892.

(Seal)

R. M. Leroy, Clerk

Alias Order of Sale Afterward, on the 15<sup>th</sup> day of November, 1892, an 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, In pursuance of the order of our Court of Common Pleas, within and for said County, at the September Term thereof, A. D. 1892, in a certain Petition for Partition, at that time pending in said Court, wherein Henry Daque petitioner and Viola Wilson, Goetta Wilson, Columbia Wilson, Bonley Wilson and Esta Wilson respondents, a writ issued out of said Court, on the 10<sup>th</sup> day of October 1892, for the sale of the lands and tenements in said petition described, to wit: Being in lot N<sup>o</sup> (14) fourteen, in the village of Newton, Union County, Ohio. For a more particular description reference is made to the plat of said village in the Recorder's Office of said County.

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And whereas, no sale was had under said order.  
 We therefore command you, That you proceed without delay to advertise and sell according to the statute regulating judgments and executions at law, the said premises above described, under the appraisement had under the said former order of sale, to wit: \$700<sup>00</sup> free of the dower estate of Viola Wilson; and that your proceedings in the premises you make known, to our said Court of Common Pleas within sixty days from the date hereof; and have you then and there this writ.

Witness my hand and the seal of the said Court,  
 (Seal) this 15<sup>th</sup> day of November, A. D. 1892.  
 R. M<sup>r</sup>. Leroy, Clerk.

And on the 24<sup>th</sup> 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:

Service	75
Mileage	1 60
Copies of Pr.	30
Boardage	3 50
Return	25
Deed	2 00
Record of Mort.	1 00
Making Notes	50
Total	9 90
Clerk's fee.	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 24<sup>th</sup> day of December, 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 said premises was struck off and sold to H. Dague for four hundred and sixty-seven dollars, 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.

Afterward, on the 24<sup>th</sup> day of December, 1892, a Proof of the Publication was filed with the Clerk of said Court, to wit:  
 H. Dague  
 vs.  
 Viola Wilson et al.  
 Sheriff's Sale  
 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 24<sup>th</sup>, 1892, at or about the hour of One o'clock P. M. on said day, the following property, to wit: Situated in the County of Union, State of Ohio, and in the Township of Liberty, described as follows:

Being In lot n<sup>o</sup>. (14) fourteen, in the village of Newton Union County, and State of Ohio. For a more particular description reference is made to the plat of said village in the Recorder's Office of said County.

Appraised at \$700<sup>00</sup> free of the dower estate of Viola Wilson Terms, one-third cash on day of sale; one-third in one

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Thomas Martin, Sheriff.

Union County, Ohio.

The State of Ohio,  
Union County, ss:

The undersigned, being duly sworn, says that the annexed notice was published for 5 consecutive weeks in the "Mansfield Tribune," a newspaper of general circulation in the County of Union, the first publication beginning with November 23<sup>rd</sup> 1892  
H. O. Shearer.

Sworn to and subscribed before me this 24<sup>th</sup> day of December, 1892. (Seal) R. W. Leroy, Clerk.

Entry  
6387

Afterward, on the 10<sup>th</sup> day of January, 1892, an Entry was made on the Journal by the Clerk of said Court, to-wit:

H. Dague

vs.

Journal 16, Page 281.

Viola Wilson et al

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

And the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser H. Dague free of dower of the said Viola Wilson 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 one hundred and twenty-one and  $\frac{5}{100}$  dollars. The Court further orders out of the proceeds of the sale amounting to four hundred and sixty-seven dollars the Sheriff pay First; To the plaintiff H. Dague \$8.<sup>77</sup> being the taxes and insurance due and paid said H. Dague.

Second; To Clerk of Court the costs of this action including a counsel fee of \$25.<sup>00</sup> to Robinson & Woodburn for their services in all taxed to \$93.<sup>00</sup>.

Third; To the said Viola L. Wilson the sum of \$60.<sup>75</sup> as and for her full dower interest in the said premises to be paid as hereinafter mentioned.

It is further ordered by the Court out of the cash due Viola L. Wilson from first payment be paid Robert W. Leroy Clerk \$3.<sup>47</sup>, and Thomas Martin Ex-Sheriff \$6.<sup>47</sup> being the costs against said Viola Wilson in case No. 6256, Execution Docket "W." in Common Pleas Court Union County, Ohio.

- To Viola L. Wilson, paid cash \$10.<sup>00</sup>
- To Beetta Wilson, paid cash \$1.<sup>63</sup> $\frac{1}{2}$
- To Conley Wilson, paid cash \$1.<sup>63</sup> $\frac{1}{2}$
- To Columbia Wilson paid cash \$1.<sup>63</sup> $\frac{1}{2}$
- To Esta Wilson, paid cash \$1.<sup>63</sup> $\frac{1}{2}$

And the purchaser H. Dague shall execute to the said

Petition  
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Viola L. Wilson his two promissory notes each calling for \$20.<sup>00</sup> due in one and two years.

And to Gelta Wilson, Conley Wilson, Columbia Wilson and Esta Wilson to each his two promissory notes, each note calling for \$14.<sup>37</sup> (being their one-eighth interest each in said premises) due in one and two years.

The said plaintiff H. Dague the purchaser is the owner and entitled to the one-half of the proceeds of said premises, said notes to be secured by mortgage upon said premises.

It is further ordered by the Court that the above sums (cash and notes) due Gelta Wilson, Columbia Wilson, Conley Wilson and Esta Wilson be held by the Sheriff of the County until their Guardian give the Bond required by the acceptance of the Probate Court.

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 September, to-wit, on the 12<sup>th</sup> 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 8<sup>th</sup> day of March, 1892, Anna Gabriel filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Myron Gabriel, to-wit:

Anna Gabriel, Plaintiff  
vs.  
Myron Gabriel, Defendant  
In Union County,  
Court of Common Pleas.

The plaintiff says: That she is the owner of the following personal property, to-wit: 1 bedroom suit; 1 sideboard; 1 lounge; a lot of chairs; 1 looking-glass; 1 center table; 1 set chairs; 1 rocking-chair; 1 table; 3 easels; 1 rocker; 1 bed; 1 table; 3 carpets; 3 rugs; lot of window curtains; 1 rocker, lot of cans of fruit; 1 lamp; 1 set of dishes; 1 water-set; 2 clocks; 1 toilet-set; set of window curtains.

The plaintiff is entitled to the undivided possession of said property but the defendant wrongfully detains them from the plaintiff. Defendant has detained them from the plaintiff for the space of two days and still holds them. The plaintiff further says that said defendant is one of the Constables of Union Township in said County, and that without leave or license from plaintiff and against her will, he entered in and upon the plaintiff's premises where said goods were in plaintiff's possession and

Petition  
6354

tore up said carpets from the floor and said curtains from the windows, and took and hauled away said household goods, and that in doing so he injured said property and detained the same from plaintiff and put her to great trouble, expense and inconvenience on account thereof, that said Constable had no writ against this plaintiff or process of any kind against her and had no authority of law whatever for taking said property. That by reason of the premises the plaintiff has been damaged in the sum of one hundred dollars.

Wherefore the plaintiff asks for judgment against said defendant for the recovery of said property, and for the sum of one hundred dollars with interest and for all proper relief.

J. L. Cameron,

Attorney for Plaintiff.

The State of Ohio,  
Union County ss:

W. S. Davis being first duly sworn says that he is the agent for plaintiff duly authorized; that the plaintiff is now absent from said County of Union and that the foregoing facts stated in this petition are within the personal knowledge of affiant and are true as he believes.

W. S. Davis.

Sworn to before me and signed in my presence this 8<sup>th</sup> day of March, 1892.

R. McCrory,

Clerk of Court.

(Seal)

Præcipe To the Clerk:

Issue a Summons and Order of Delivery in Replevin to Sheriff of Union County, amount of damages \$100<sup>00</sup>.

J. L. Cameron, Attorney.

Summon

Afterward, on the 8<sup>th</sup> day of March, 1892, a Summons was issued by the Clerk of said Court, to wit:

6354

The State of Ohio,  
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Myron Gabriel that he has been sued by Anna Gabriel in the Court of Common Pleas of Union County, and must answer by the 9<sup>th</sup> 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 21<sup>st</sup> day of March A. D. 1892.

Witness my hand and the seal of said Court, this 8<sup>th</sup> day of March A. D. 1892.

(Seal)

R. McCrory Clerk.

Sheriff's Return

And on the 8<sup>th</sup> 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,

Ser. Return	30
Mileage	1.00
Copy	20
Total	\$ 51.00

Union County Sheriff's Return

Received this writ March 8<sup>th</sup>, A. D. 1892, at 1 o'clock P. M. and served same by delivering a true

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and certified copy thereof with the indorsements thereon to the within named Myron Gabriel, defendant.

Thomas Martin, Sheriff.

Affidavit

Afterward, on the 8<sup>th</sup> day of March, 1892, an Affidavit was filed with the Clerk of said Court, to wit:

6354

Anna Gabriel, Plaintiff

The State of Ohio, Union County:

vs.

To the Court of Common Pleas

Myron Gabriel, Defendant

W. S. Davis being first duly sworn says that he is the Agent for the plaintiff duly authorized. That the plaintiff is the owner of the following personal property, to wit: 1 bed-room suit; 1 sideboard; 1 lounge; a lot of chairs; 1 rocking-chair; 1 table; 3 easels; 1 rocker; 1 bed; 1 table; 3 carpets; 3 rugs; a lot of window curtains; 1 rocker; a lot of canned fruit; 1 lamp; 1 set of dishes; 1 water set; 2 clocks; 1 toilet set, and a set of window curtains. The plaintiff is entitled to the immediate possession of said property.

The said property is wrongfully detained by the defendant. That it was not taken on process issued against her, and is not claimed by her under a title acquired, mediately or immediately by transfer from one from whom such property had been taken by such execution, order or process, nor for a tax, and further saith not.

W. S. Davis

Sworn to before me and signed in my presence this 8<sup>th</sup> day of March 1892.

(Seal)

R. M. Leroy, Clerk of Court.

Order of Delivery

Afterward, on the 8<sup>th</sup> day of March, 1892, an Order of Delivery of Personal Property was issued by the Clerk of Court.

The State of Ohio,

Court of Common Pleas,

Union County, ss:

Anna Gabriel Plaintiff

vs.

Myron Gabriel Defendant

To the Sheriff of Union County:

Whereas, Anna Gabriel has commenced in the Court of Common Pleas for the said County of Union against Myron Gabriel a civil action for the recovery of the following personal property, to wit: 1 bed-room suit; one sideboard; one lounge; a lot of chairs; 1 rocking-chair, 1 table 3 easels, 1 rocker; 1 bed; 1 table; 3 carpets; 3 rugs; a lot of window curtains; 1 rocker; a lot of canned fruit; 1 lamp; 1 set of dishes 1 water set; 2 clocks; 1 toilet-set; and a set of window curtains.

And has filed his affidavit in the Clerk's Office of said Court, in order to obtain an order for the immediate delivery for the said goods and chattels. This, therefore, is to command you, as such Sheriff, to take the said goods and chattels above described and deliver the same to the said Anna Gabriel plaintiff in said action. And of this order and your proceedings thereon make due return on the 21<sup>st</sup> day of March, A. D. 1892. Witness my

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hand and the seal of said Court, at Marysville this 8<sup>th</sup> day of March, A. D. 1892.

(Seal) R. Mileroy, Clerk.

We, the undersigned, two disinterested persons of Union County, having been duly summoned and sworn by Thomas Martin Sheriff of said County, and State of Ohio, to assess the value of certain goods and chattels hereinafter set forth, being the same seized by the said Thomas Martin Sheriff by virtue of an Order of Delivery issued from the Court of Common Pleas of said County, at the suit of Anna Gabriel plaintiff against Myron Gabriel defendant, dated the 8<sup>th</sup> day of March A. D. 1892 we do upon actual view, appraise the same as follows, viz: 1 plush rocker, \$12<sup>00</sup>; 1 small rocker \$2<sup>50</sup>; 1 set cane bottom chairs \$10<sup>00</sup>; 1 set plush bottom chairs \$20<sup>00</sup>; 1 oak stand \$6<sup>00</sup>; 1 walnut marble top stand \$7<sup>00</sup>; 1 sideboard \$16<sup>00</sup>; 1 wash-stand \$8<sup>00</sup>; lot of canned fruit and cans \$5<sup>00</sup>; 1 table \$8<sup>00</sup>; 1 bed lounge \$8<sup>00</sup>; 1 looking-glass \$7<sup>00</sup>; 2 bedsteads \$12<sup>00</sup>; 1 bureau \$15<sup>00</sup>; 1 carpet \$8<sup>00</sup>; 1 carpet \$2<sup>50</sup>; 1 carpet \$10<sup>00</sup>; 6 rugs \$6<sup>00</sup>; 5 window curtains \$4<sup>00</sup>; 1 double curtain \$5<sup>00</sup>; 1 lamp \$1<sup>50</sup>; 1 set dishes \$9<sup>00</sup>; curtain poles and curtains \$2<sup>00</sup>; 2 easels \$2<sup>50</sup>; 2 clocks \$2<sup>00</sup>; Total \$189<sup>00</sup>.

(J. W. Buffington  
Appraisers. } Geo. Lyons.

This 8<sup>th</sup> day of March, A. D. 1892.

Plaintiff's Undertaking in Replevin  
The State of Ohio,  
Union County, ss  
Anna Gabriel Plaintiff  
vs  
Myron Gabriel, Defendant

Court of Common Pleas.

Whereas, Anna Gabriel has caused an order for delivery of the following goods and chattels, to wit: 1 plush rocking-chair; 1 small rocker; 1 set cane bottom chairs; 1 set plush bottom chairs; 1 oak stand; 1 walnut marble-top stand; 1 side-board; 1 washstand; lot of canned fruit and cans; 1 table; 1 bed lounge; 1 looking glass; 2 bedsteads; 1 bureau; 3 carpets; 6 rugs; 5 window curtains; 1 double curtain; 1 lamp; 1 set of dishes, curtain poles and curtains; 2 easels; 2 clocks.

To be issued out of the Court of Common Pleas within and for the County of Union in a cause now pending in the said Court of Common Pleas, wherein the said Anna Gabriel plaintiff, and Myron Gabriel, defendant; and whereas, the said order was delivered to Thomas Martin Sheriff of said County, and the said Sheriff has taken said goods and chattels, and the same have been valued by two responsible persons, under oath, at the sum of one hundred and eighty-nine dollars;

Now, therefore, we W. S. Davis, and F. M. Reynolds, under take to the said Myron Gabriel, defendant in said action in the penal sum of three hundred and seventy-nine dollars, that the said Anna Gabriel shall duly prosecute her

Sheriff's Return

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her action aforesaid, and pay all costs and damages which may be awarded against her.

W. S. Davis  
T. G. Reynolds

Signed in my presence, and approved by me this 8<sup>th</sup> day of March A. D. 1892.

Thomas Martin, Sheriff.

Sheriff's Return

And on the 8<sup>th</sup> day of March, 1892, the Sheriff of said County returned said writ to the Clerks Office which return is as follows.

Service	30
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According to the command of the within order, I have taken the within named goods and chattels, and have caused the same to be valued by the oaths of T. W. Buffington and George Bayou two responsible men of said County whose valuation in writing, is herewith returned; and I have delivered the said goods and chattels to the said plaintiff, and have taken the undertaking of W. S. Davis and T. G. Reynolds sureties of said plaintiff in the sum of \$379<sup>00</sup> which undertaking is also herewith returned. Defendant waived right of giving Bond.

Given under my hand, this 8<sup>th</sup> day of March, A. D. 1892.

Thomas Martin, Sheriff.

Entry

Afterward, on the 27<sup>th</sup> day of September, 1892, an Entry was made on the Journal by the Clerk of said Court.

6354

Anna Gabriel

vs.

Myron Gabriel

Journal 16, Page 223.

This day came the parties by their attorneys and in open Court waived the calling and empanelling of a jury and by consent of the parties and with the assent of the Court submitted this cause to the Court upon the pleadings and the evidence.

On consideration whereof the Court being fully advised in the premises finds that the right of possession and right of property of the goods and chattels described in the petition were at the commencement of this action in the plaintiff and that they were wrongfully detained from the plaintiff by the defendant, and with the like consent of parties the Court find and order assess the damages the plaintiff should recover by reason of the said unlawful detention at five cents.

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant the said sum of five cents and her costs herein expended, and that defendant pay his own cost.

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 12<sup>th</sup> 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 6<sup>th</sup> day of August, A. D. 1892, Bessie E. Maris filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William P. Maris, to-wit:

Bessie E. Maris, Plaintiff  
vs.  
William P. Maris, Defendant

Union County, Ohio.  
Common Pleas Court.

Bessie E. Maris the above named complainant says: that she has been a bona fide resident of the State of Ohio, continuously for more than one year last past, and that she is an actual resident of said Union County. That she and the said defendant William P. Maris were married to each other on the 12<sup>th</sup> day of May A. D. 1876 in Union County Ohio, and that there are now living in said Union County children of their said marriage Ada, aged 14 years, Myrtle aged 12 years and Clarence aged 8 years.

That she has always conducted herself as a true and faithful wife to the said William P. Maris.

First Cause of Action:

That on or about the 23<sup>rd</sup> day of February A. D. 1889 he abandoned her the said plaintiff and left the said State of Ohio with one Lella George and has ever since been absent from the State and living in adultery with her the said Lella George.

Second Cause of Action:

That he, the said William P. Maris is guilty of gross neglect of duty. That she owns no real or personal property. And further says that the defendant William P. Maris her said husband, owns real estate in fee simple, as follows: one house and lot in Union Centre, Union County Ohio, which is described as follows: Being all of lot N<sup>o</sup> 34 in Union Centre, Union County, Ohio, bounded on N. by Delaware and Bellefontaine pike; on east by George Fogles land; on the S. by George Fogles land; and on the W. by W. H. Hinton's land and being in Taylor Township, and it is worth about \$150.<sup>00</sup>

Wherefore, the plaintiff prays that she may be decreed and adjudged a divorce from her said husband William P. Maris and that the bonds of their said marriage may be absolutely dissolved; that she be decreed the custody of their said minor children; that she be granted and adjudged alimony in the sum of one thousand dollars for the proper support of herself and children and that he be

Affidavit

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ordered to deed to this plaintiff said house and lot in Union Centre, Union County Ohio, and not doing so for thirty days the decree of this Court shall operate as a deed of said premises in fee simple to this plaintiff and which alimony shall be made a lien on any and all real estate of the said William P. Maris, and for her costs and for all proper relief.

W. W. Merchant,

Attorney for Plaintiff.

Affidavit

Afterward, on the 7<sup>th</sup> day of August, A. D. 1892, an Affidavit for Publication was filed with the Clerk of Court, to wit: Bessie E. Maris, Plaintiff

vs.

Court of Common Pleas,

William P. Maris, Defendant

Union County, Ohio.

Bessie E. Maris the above named plaintiff swears that service of summons and copy of the petition herein cannot be made within this State upon the said defendant William P. Maris and that this action is brought by the said Bessie E. Maris against the said William P. Maris in this Court for divorce and alimony and for the absolute title to lot N<sup>o</sup> 34 in Union Centre, Union County, Ohio, according to the Statute in such case made and provided, and further saith not.

Bessie E. Maris.

Sworn to before me and subscribed in my presence this 20<sup>th</sup> day of August A. D. 1892.

(Seal)

R. M. Brong, Clerk of Court.

Proof of Publication

Afterward, on the 20<sup>th</sup> day of September, 1892, a Proof of Publication was filed with the Clerk of said Court, to wit: Legal Notice.

William P. Maris whose place of residence is unknown late of Richwood, Union County, Ohio, will take notice that on the 6<sup>th</sup> day of August A. D. 1892, in the Court of Common Pleas of Union County, where the cause is now pending, being cause N<sup>o</sup> 6410 the undersigned Bessie E. Maris filed her petition against the said William P. Maris, praying for divorce from him and for alimony, and for a decree for the whole of lot N<sup>o</sup> 34 in Union Centre, Taylor Township, Union County, Ohio, and for the custody of their minor children, Ada, aged fourteen years, Myrtle, aged twelve years, and Clarence aged eight years.

That the said William P. Maris is required to answer the petition in this action not later than six (6) weeks after the 16<sup>th</sup> day of August A. D. 1892, the date of the first publication of this notice or such divorce and relief may be granted.

Bessie E. Maris

W. W. Merchant, Attorney for Petitioner.

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, said publication beginning with August 11<sup>th</sup>, 1892.

A. J. Hare.

Shewn to and subscribed before me this 20<sup>th</sup> day of September, 1892. (Seal) R. McCreary, Clerk of Court.

Printer's fee \$10<sup>00</sup>.

Entry

Afterward, on the 5<sup>th</sup> day of October, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6410

Bessie E. Maris

vs.

Journal 16, Page 238.

William P. Maris

This cause came on this day to be heard on the petition, (the defendant being in default for answer and demurrer) and the evidence, and on consideration thereof, the Court find that the said defendant William P. Maris has been legally summoned by publication, 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 that she was at that time a bona-fide resident of Union County, and that the parties hereto was married as in the petition set forth.

The Court further find upon the evidence adduced, that the defendant has been guilty of abandonment, living in a state of adultery with one Ella George with whom he eloped, and gross neglect of duty. And that by reason thereof the plaintiff is entitled to a divorce as prayed for.

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

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order, confided to the said plaintiff exclusively.

It is further ordered and adjudged that the said plaintiff have and possess as and for alimony the following real estate in fee simple, absolute, forever, being all of lot No 34 in Union Centre, Union County, Ohio, bounded as follows: Bounded on the north by the Delaware and Bellefontaine pike; on the east by George Fogles land; on the south by George Fogles land; and on the west by W. H. Hinton's land and being in Taylor Township in said County:

And the said defendant is hereby ordered to convey said premises and the improvements thereon and all the appurtenances thereto belong-- and appertaining to said plaintiff his heirs and assigns forever by a good and sufficient deed in fee simple, from any right or estate of said defendant for courtesy or otherwise therein.

And it is further ordered that upon the failure of the said defendant to execute said conveyance with five days from the entry hereof, that this decree shall operate as such conveyance,

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ance, and in that case it is ordered 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.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of five hundred (\$500<sup>00</sup>) dollars and the same is hereby made a lien upon all the real estate of said defendant, and in default of such payment for three days execution is allowed to issue therefor.

It is further ordered that plaintiff pay the costs of this proceeding 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 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 12<sup>th</sup> 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 5<sup>th</sup> day of August, 1892, Sarah H. Lawson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Joseph A. Culbertson, to-wit:

Sarah H. Lawson, Plaintiff  
vs.  
Joseph A. Culbertson, Defendant. | Court of Common Pleas  
Union County

The plaintiff says there is due her from the defendant Joseph Culbertson on an account the sum of three hundred and twenty-eight and <sup>7</sup>/<sub>100</sub> dollars with six per cent interest from May 21<sup>st</sup>, 1892. A copy of said account is hereby attached and marked "Exhibit A" and made a part of said petition.

The plaintiff therefore asks judgment against the said defendant Joseph Culbertson for the sum of three hundred and twenty-eight <sup>7</sup>/<sub>100</sub> dollars with 6 per cent. from May 21<sup>st</sup>, 1892, and for all other proper relief.

Robinson & Woodburn  
Attorneys for Plaintiff.

The State of Ohio |  
Union County ss |

S. H. Lawson being duly sworn says she is the plaintiff in the above case, and that the facts and allegations stated in the foregoing petition are true as she verily believes.  
S. H. Lawson.

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Sworn to before me and signed by S. H. Lawson in my presence this 4<sup>th</sup> day of August, 1892.  
A. H. Goodwin, Notary Public, Union

Exhibit "A."  
Joseph A. Culbertson, Dr.  
In Account with Sarah H. Lawson.

Feb. 6, 1891	To ¼ yd. Velvet	25	May 18 '91	To surah	25
" " "	" 1 " lace	35	" 22 "	" Nuns veiling basque	5 25
" " "	" 2 vests @ .60	1 20	" " "	" veil	1 85
" " "	" 2 pr. shields @ .30	60	" 25 "	" 1 ½ yd. lace @ .25	37 50
" " "	" 1 yd. ribbon	30	" " "	" ½ yd. ribbon @ .15	15
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" " "	" handkerchief	75	" " "	" 1 ½ yd. satin @ 1.00	1 30
" " "	" making basque	3 00	" " "	" 1 yd. velvet	65
" " "	" material for "	4 00	" " "	" 3 ½ yd. selicia @ .12 ½	42
" " "	" hose suspenders	30	" " "	" 2 vests @ .65	1 30
" 18 "	" 2 pr. shield @ .30	60	" " "	" 2 doz. buttons @ .10	20
" " "	" paper	25	" " "	" 5 sp. thread @ .05	25
Mch. 7 <sup>th</sup> "	" 1 ½ yd. ribbon .30	45	" " "	" 2 " silk @ .05	10
" " "	" 1 yd.	1 00	June 4 " "	" hat	2 35
" 11 "	" 1 ½ yd. ribbon @ .10	15	" 5 " "	" 1 veil	2 60
" " "	" 6 yd	60	" " "	" needles	30
" " "	" hat for Nan	2 00	" " "	" " "	15
" " "	" " baby	5 50	" " "	" 2 bunch paper	20
" 16 "	" cloak	6 00	" " "	" hat	2 75
" " "	" hat	4 50	" 19 " "	" 3 pr. hose .25	75
" " "	" " "	1 60	" " "	" 1 bk. ruching	50
" 30 "	" veil	6 23	" " "	" 2 doz. buttons @ .25	50
" " "	" vests	3 50	" " "	" 4 sp. cotton .05	20
" " "	" for dress	5 00	" " "	" 1 yd. ribbon	25
Apr. 10 " "	" hat	3 07	" " "	" button work	10
" " "	" 4	1 00	" 22 " "	" 2 doz. safety pins @ .10	20
" " "	" tie	50	" " "	" 2 sp. thread @ .05	10
" " "	" white	50	" " "	" pr. hose	15
" 26 "	" hat	4 75	" " "	" ½ yd. velvet @ .80	40
" " "	" buckle	50	" " "	" ¾ " " @ .80	60
" " "	" 7 yds. veiling @ .30	2 10	" " "	" 5 yd. " " @ .12 ½	62 50
" 29 "	" 6 handkerchief @ .25	1 50	" " "	" 2 vests @ .65	1 30
" " "	" 3 ties @ .25	75	" " "	" mitts	30
" " "	" 1 cap	1 50	" " "	" hat	1 60
May 2 <sup>nd</sup> "	" 2 yds.	20	" " "	" thread	10
" " "	" ½ yd ribbon @ .30	15	" " "	" 1 ½ yd. lace	25
" " "	" 3 yds. lace @ .50	1 50	" 23 " "	" 1 ½ "	15
" 18 "	" gloves	25	" " "	" cutting lining	35
" " "	" 4 handkerchiefs @ .10	40	" " "	" belt	25
" " "	" 3 " " @ .15	45			

June 23 '91	To corse	26
" " "	" 2 yd	
" 26 " "	" " "	
" " "	" 1 fa	
" " "	" hook	
July 2 <sup>nd</sup> "	" 3 yd.	
" " "	" 3 "	
" " "	" 3 "	
" " "	" 4 ½ yd	
" " "	" 2 spr	
" " "	" 3 pr.	
" " "	" 1 "	
" " "	" 2 "	
" " "	" 2 "	
" " "	" 2 "	
" " "	" 2 "	
" " "	" 2 "	
" " "	" 3 pr	
July 6 <sup>th</sup> "	" 1 ya	
" " "	" 1 cor	
" " "	" 1 ½ a	
" 13 " "	" sat	
" " "	" hose	
" " "	" 3 yd	
" " "	" "	
" " "	" 1 yd	
" 15 " "	" una	
" " "	" 2 5/8	
" " "	" need	
" " "	" 1 ½ a	
" 20 " "	" 2 1/4 b	
" " "	" 1 ½	
" " "	" 1 1/8	
" " "	" 1 1/4	
" " "	" bas	
" " "	" dre	
" " "	" ba	
" " "	" 1 ½ yd	
" " "	" 2 3/4	
" " "	" 1/4	
August 15	" 1 ½	
" " "	" thre	
" 17 "	" hat	
" " "	" basq	
" " "	" dres	
" " "	" hat	
" " "	" shie	
" " "	" coll	
" " "	" tris	
" " "	" corse	

Date	Description	Price	Date	Description	Price
June 23/91	To corset laces		10 Aug. 17/91	To dress	2.00
" " "	" 2 yd. ribbon @.10		20 Sept. 3 <sup>d</sup> "	" 1 3/4 ribbon @.10	.18
" 26 "	" " " " @.15		30 " " "	" 2 corset laces	.10
" " "	" 1 fan		03 " " "	" 2 vests @.65	1.30
" " "	" hooks		05 " 8 "	" 6 doz. buttons @.10	.60
July 2 "	" 3 yd. lace @.25		75 " " "	" 1 bk. pins	.05
" " "	" 3 " " @.20		60 " " "	" paper	.10
" " "	" 3 " " @.15		45 " " "	" 2 pk. paper	.20
" " "	" 4 1/2 yd. " @.25	1.63	" " "	" 6 sp. thread	.30
" " "	" 2 sp. thread	.10	" " "	" 5 " " silk	.25
" " "	" 3 pr. men's half hose	.75	" " "	" 4 1/2 yds. lace @.15	.67
" " "	" 1 " " " "	.15	" 11 "	" basque	1.25
" " "	" 2 " hose @.25	.50	" " "	" wrapper	1.85
" " "	" 2 " " @.20	.40	" " "	" for Mrs. Blake	4.20
" " "	" 2 " " @.30	.60	" " "	" 1 yd. lace	.70
" " "	" 2 " " @.40	.80	" 16 "	" 2 pk. paper @.10	.20
" " "	" 2 blk. pins @.05	.10	" " "	" tape	.30
" " "	" 3 pr. shields @.25	.75	" 20 "	" 1 yd. satin	.75
July 6 "	" 1 yd.	.25	" " "	" 1 1/2 cord	.15
" " "	" 1 comb	.25	" " "	" 4 handkerchiefs @.25	1.00
" " "	" 1 1/2 yd. veiling @ \$3.00	4.50	" " "	" thread	.05
" " "	" satin	.45	" " "	" brush	.25
" " "	" hose supporters	.35	" " "	" bonnet	4.00
" " "	" 3 yd. velvet @.25	.75	" " "	" "	.25
" " "	" "	.10	" " "	" 3 handkerchiefs @.25	.75
" " "	" 1 yd. velvet	.20	" " "	" comb	.10
" 15 "	" undervest	.25	" " "	" 6 yds - - @.10	.60
" " "	" 2 5/8 ribbon @.40	.95	" " "	" 2 sp. silk @.40	.80
" " "	" needles	.05	" " "	" 2 pk. needles	.10
" " "	" 1 1/2 yd. ribbon @.40	.60	" 21 "	" 6 bottles perfume	1.50
" 20 "	" 2 1/4 " R @.25	.63	" " "	" 6 corset laces @.05	.30
" " "	" 1 1/2 " " @.15	.23	" " "	" comb	.10
" " "	" 1 1/2 " " @.10	.15	" " "	3 yd. ribbon	.60
" " "	" 1 1/4 " " @.18	.23	" " "	2 pr. hose supporters	.30
" " "	" basque	3.17	" 22 "	" comb	.10
" " "	" dress	1.85	" " "	" bells in ribbon	.15
" " "	" basque	.40	" " "	" 1/2 yd. ribbon	.10
" " "	" 1 1/2 yd. ribbon @.50	.75	" 23 "	" 2 fan shields	.60
" " "	" 2 3/4 " " @.20	.45	" 30 "	" 3 1/2 yd. @.20	.70
" " "	" 1 1/4 " " @.20	.25	" " "	" 1/2 " ribbon @.65	.33
August 15	" 1 1/2 " lace @.20	.30	" " "	" 1 1/2 " " " @.20	.30
" " "	" thread	.05	" " "	" 2 sp. thread	.10
" 17	" hat	1.35	" " "	" 1 yd. ribbon	.06
" " "	" basque	1.25	Oct. 1 "	" 2 " " " @.10	.20
" " "	" dress	2.00	" " "	" 2 doz. buttons @.10	.20
" " "	" hat	.80	" " "	" paper + envelopes	.20
" " "	" shields	.25	" " "	" comb	.20
" " "	" collar	.80	" 9 "	" 2 undershirts @.60	1.20
" " "	" twist	.05	" " "	" corset steels	.15
" " "	" corset steels	.15	" " "	" "	.15

Oct. 9 '91	To hose	\$ 30
" " "	" 6 3/4 ribbon @.06	98
" " "	" 1 yd. lace	30
" " "	" 2 pr. paper	20
" 10 "	" 2 vests \$1.00	2 00
" " "	" 6 doilies @.8 2/3	50
" " "	" thread	10
" " "	" pins	10
" 12 "	" 2 yds. @.35	70
" " "	" 1 1/2 yd. ribbon @.06	09
" " "	" 10 " " @.10	1 00
" " "	" twist	03
" 20 "	" mittens	35
" " "	" hat	75
" " "	" cap	1 00
" 21 "	" hat	1 50
" " "	" cord	05
" " "	" satin	45
" 24 "	" 1 1/2 yd. @.10	15
" " "	" 1 1/2 yd. ribbon @.50	75
" " "	" mittens	30
" " "	" lile	40
" " "	" feather band	1 00
Nov. 2 "	" hat	1 75
" " "	" 3 pr. hose @.15	45
" 4 "	" 1 doz. handkerchiefs	1 20
" " "	" pins	10
" " "	" ribbon	10
" " "	" 3 yd. lining @.15	45
" " "	" velvet 3/4 ribbon	65
" " "	" hat	4 50
" " "	" velvet	20
" " "	" 1 1/2 yd. velvet @ 1 2/3	1 88
" 9 "	" 1 1/2 yd. lining @.25	38
" " "	" thread	10
" 12 "	" notions in silk	8 25
" " "	" thread	10
" " "	" 3 gowns @.75	2 25
" " "	" buttons	15
" " "	" gown	50
" " "	" buttons + thread	10
" " "	" 3 pr. half hose @.10	30
" 14 "	" hat	85
" 16 "	" 1 1/2 yd. veiling @ 1 2/3	2 63
" 17 "	" dress lining	1 00
" " "	" fixing dress	2 00
" 18 "	" hat	1 50
" " "	" pr. gloves	1 50
" " "	" baby hood	1 00
" " "	" 2 @.05	10

Nov. 18 '91	To gloves	\$
" " "	" 2 yds. ribbon @.35	
" 28 "	" mittens	
" " "	" hat	
" " "	"	
" " "	" 3 1/2 yd. ribbon @.65	
" " "	" hooks	
" " "	" thread	
" " "	" ribbon	
Dec. 5 "	" 1 1/4 yd. lining @.20	
" " "	" 6 1/4 " ribbon @.10	
" " "	" 1 sp. knit. silk	
" " "	" 2 " " "	
" 6 "	" 2 pr. hose @.30	
" " "	" 6 hat pins @.06	
" " "	" velvet	
" " "	" satin	
" " "	" 2 yds. ribbon	
" " "	" 4 " " @.10	
" " "	" 6 " lace @.20	
" " "	" 1 - - - bag	
" " "	" 2 - - - pins	
" " "	" 2 sp. thread	
" 10 "	" lace	
" " "	" 3 pr. mittens @.50	
" 12 "	" corset	
" " "	" laces	
" " "	" steel	
" " "	" towels	
" 14 "	" 2 yd surah @.75	
" " "	" 2	
" " "	" handkerchief	
" " "	" 1 1/4 yd. china silk	
" 15 "	" 4 pr. hose @.30	
" " "	" 4 yd. ribbon @.10	
" " "	" safety pins	
" " "	" 2 rosette @.50	
" " "	" 10 yds. ribbon @.06	
" " "	" 7 " " @.06	
" " "	" 7 " " @.88	
" " "	" handkerchief	
" " "	" 2 " " @.10	
" " "	" " " @.10	
" " "	" hat	
" 28 "	" knitting. silk	
" " "	" 1 1/2 yds. ribbon	
" " "	" 4 hat pins @.10	
" " "	" undervest	

Dec. 28 '91	To lch	\$
" " "	" wa	
" " "	" juv	
Jan. 5, 1892	" 1 "	
" 6 "	" 6 yd	
" " "	" tie	
" " "	" need	
" " "	" 2 sp.	
" " "	" 4 ho	
" 11 "	" 5 yd	
" " "	" 2 pr	
" " "	" 2 "	
" " "	" 2 ti	
" 12 "	" 1 1/2	
" 16 "	" 2 pr	
" " "	" 2 "	
" " "	" 2 sp	
" " "	" 5 bo	
" 18 "	" 1/2 yd	
" " "	" 3 "	
" " "	" tow	
" " "	" shie	
" " "	" 2 sp.	
" " "	" 1 ya	
" " "	" 2 bo	
" 27 "	" hat	
" " "	" box	
" 29 "	" 1 yd.	
Feb. 4 "	" 2 yd.	
" " "	" 2 "	
" " "	" corse	
" " "	" silk	
" 6 "	" 6 pr.	
" " "	" 2 "	
" " "	" knitt	
" " "	" 2 pr.	
" 11 "	" 2 min	
" " "	" 1 1/2 ya	
" " "	" flors	
" 13 "	" 2 doz	
" 22 "	" 2 "	
" " "	" twee	
" 23 "	" cott	
" " "	" mar	
Mch 1 "	" 2 ya	
" " "	" 2 "	
" " "	" 2 "	
" " "	" morn	
" " "	" shiel	

100	Dec. 28/91	To China silk	50	Jan 1 <sup>st</sup> 1892	To 3 yds. ribbon @ .20	60
70	" " "	" wash-blond	75	" " "	" 3 B.C. --- @ .10	30
35	" " "	" pencils	30	" " "	" 6 yd. cambric @ .07	42
1 50	Jan. 5, 1892	" 1 " "	05	" 2 " "	" 5 " lace @ .25	1 25
10	" 6 " "	" 6 yds. lace @ 12 1/2	75	" " "	" 3 pr. hose @ .30	90
2 25	" " "	" tie	30	" " "	" 2 undervests @ .40	80
5-	" " "	" needles	85	" " "	" 1 " "	50
2 2	" " "	" 2 sp. thread	10	" 3 " "	" 3 yd. ribbon @ .15	45
10	" " "	" 4 handkerchiefs @ .10	40	" " "	" " chiffon @ .35	1 05
10	" " "	" 5 yd. lace @ .10	50	" " "	" 2 " veiling @ .25	50
35	" 11 " "	" 2 pr. hose @ .35	70	" " "	" 1 yd. ribbon	10
25	" " "	" 2 " " @ .40	80	" 5 " "	" 2 vests @ .50	1 00
0	" " "	" 2 ties @ .45	90	" " "	" 2 1/4 yd. lace	90
42	" " "	" 1 1/2 " @ .10	15	" 7 " "	" 2 3/4 " @ .20	47
40	" 12 " "	" 2 pr. hose @ .35	70	" " "	" 1 1/2 surah @ .65	1 00
80	" 16 " "	" 2 " " @ .50	1 00	" " "	" pins	10
60	" " "	" 2 sp. thread	10	" " "	" hat	2 75
36	" " "	" 5 balls @ .05	25	" " "	" buttons	15
50	" " "	" 1/2 yd. surah @ .85	43	" " "	" thread	10
50	" 18 " "	" 3 " ribbon @ 10	30	" 12 " "	" thread + buttons	15
16	" " "	" towel	35	" " "	" 2 1/2 yd. lining @ .18	43
40	" " "	" shields	30	" " "	" corset	1 25
1 20	" " "	" 2 sp. thread	10	" " "	" 2 " @ .05	10
1 25	" " "	" 1 yd. veil	10	" 15 " "	" 3 handkerchiefs @ .15	45
10	" " "	" 2 bolts br. @ 25	50	" " "	" mittens	25
10	" " "	" hat	50	" " "	" thread	10
75	" 27 " "	" box ---	25	" " "	" lining	1 25
1 30	" " "	" 1 yd. tulle	20	" " "	" ribbon + paper	40
1 25	" 29 " "	" 2 yd. " @ 35	70	" 23 " "	" 6 yd. ribbon @ .10	60
10	Feb. 4 " "	" 2 " satin	2 00	" " "	" hat	4 00
15	" " "	" corset	1 00	" " "	" flowers	75
60	" " "	" silk thread	10	" " "	" hat	2 50
5-	" " "	" 6 pr. corset stays @ 15	90	" " "	" ribbon	95
1 30	" 6 " "	" 2 " " strings	10	" " "	" hat	1 00
1 00	" " "	" knitting silk	40	" " "	" 6 yd. ribbon @ .15	90
1 15	" " "	" 2 pk. paper	35	" " "	" 2 " @ .25	50
1 26	" " "	" 2 undervests @ 45	20	" 25 " "	" 1 yd.	50
40	" 11 " "	" 1 1/2 yd. ribbon @ .25	90	" " "	" flowers	25
16	" " "	" floss	38	" " "	" gloves	1 50
06	" " "	" 2 doz. buttons @ .10	12	" " "	" 1 1/2 yd. surah @ 1 00	1 50
06	" 13 " "	" 2 " " @ .40	20	April 4 " "	" 2 1/2 " ribbon	25
88	" 22 " "	" tweed	80	" " "	" belting	15
75	" " "	" cotton	10	" " "	" 4 sp. thread	20
30	" 23 " "	" making dress	28	" " "	" 2 " silk	10
10	" " "	" 2 yds. lace @ .25	1 50	" " "	" 5 yd. belting @ .08	40
0	Jan 1 " "	" 2 " " @ .35	50	" 5 " "	" 3 " ribbon	1 05
66	" " "	" 2 " " @ .40	70	" 7 " "	" 7 " cambric @ .07	49
44	" " "	" morning pin	80	" " "	" 4 corset stays	20
13	" " "	" shields	10	" 8 " "	" 1 pr. kid gloves	1 50
42	" " "		20	" " "		
50	" " "					

April 25/92	To paper	25	May 19/92	To 2 fans	20
" 26 "	" velvet	2 60	" 21 "	" ruche	10
" " "	" 1 1/2 yds.	30	" " "	" thread	15
" " "	" 2 1/2 " velvet @ .15	38	" " "	" needles	05
" " "	" silk thread	05	" " "	" veil	50
" " "	" cotton "	05	" " "	" hat	3 00
" " "	" --- in silk	7 76	" " "	" basque	1 25
" " "	" tie	30	" " "	" thread	10
" " "	" child's vest	40	" " "	" dress	1 50
May 19 "	" hat	2 85		Total	32 15

**Precepts** To the Clerk:  
 Issue summons to the defendant Joseph A. Culbertson, returnable according to law, endorse amount due on account \$ 328.<sup>00</sup> with 6 per cent. interest from May 21<sup>st</sup>, 1892.  
 August 5<sup>th</sup>, 1892. Robinson & Woodburn  
 Attorneys for Plaintiff

**Summons** Afterward, on the 5<sup>th</sup> day of August, 1892, a Summons was issued by the Clerk of said Court, to wit:

6409 The State of Ohio,  
 Union County. To the Sheriff of Union County:  
 You are hereby commanded to notify Joseph A. Culbertson that he has been sued by S. H. Dawson in the Court of Common Pleas of Union County, and must answer by the 3<sup>rd</sup> 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 15<sup>th</sup> day of August A. D. 1892.  
 Witness my hand and the seal of said Court, this 5<sup>th</sup> day of August A. D. 1892. R. M. Leroy, Clerk.  
 By W. M. Kinget, Deputy.

**Sheriff's Return** Indorsed: In action for money due on "Account". Amount \$328.<sup>00</sup>  
 And on the 15<sup>th</sup> 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:

Ser's Return	\$ 30
Mileage	1 60
Copy	20
Total	\$ 2 10

The State of Ohio,  
 Union County Sheriff's Return.  
 Received this writ August 5<sup>th</sup>, 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 Joseph A. Culbertson, defendant on the 8<sup>th</sup> day of August 1892.  
 Thomas Martin, Sheriff.

**Answer** 6409 Sarah H. Dawson, Plaintiff  
 Or  
 Joseph A. Culbertson Defendant  
 In Union County Court of Common Pleas.  
 The defendant for his answer says:  
 First Defense: That he denies each and every allegation in

said peti  
 Second D  
 he is a fa  
 his wife  
 County  
 of his fa  
 reasonab  
 The  
 plaintiff  
 which th  
 not to all  
 one and  
 to her, an  
 against  
 she did,  
 1891, and  
 of the art  
 any of th  
 the plaw  
 court, or  
 For Thir  
 his wife  
 defendant  
 no necess  
 wife par  
 month of  
 did not  
 The Stat  
 Union C  
 I  
 facts sta  
 S  
 1<sup>st</sup> day of  
 (Seal)  
 Reply  
 was filed  
 6409 Sarah H  
 Joseph S  
 T  
 defendan  
 second a  
 goods an  
 ant by  
 of herself  
 and with  
 benefit o  
 were nec



said petition contained.

Second Defense: For further defense the defendant says that he is a farmer in moderate circumstances that he lives with his wife near the said village of Milford Centre in said county. The defendant has no children or other members of his family. That the defendant supplies his wife with reasonable necessaries suitable to her condition in life.

That shortly prior to the month of February 1891, the plaintiff presented to the defendant a large milliner bill which the defendant paid, and then notified the plaintiff not to allow any more bills to be made against him by any one and that he would not pay any more bills for millinery to her, and fully notified the plaintiff not to give any credit against him or on his account as he would not pay her if she did, all of which was prior to the 6<sup>th</sup> day of February 1891, and the defendant never authorized the purchase of any of the articles mentioned in the account and did not make any of the alleged purchases himself and the defendant says the plaintiff has no authority to charge him with said account, or any part of it.

For Third Defense: The defendant says that in furnishing his wife with necessaries as in his second defense alleged the defendant supplied her with money also and that there was no necessity for contracting said account, and that the defendant's wife paid to plaintiff for millinery goods \$150<sup>00</sup> about the month of October last, and the necessity for said account did not exist.

J. L. Cameron, Attorney for Defendant.

The State of Ohio,  
Union County ss:

Joseph A. Culbertson being first duly sworn says the facts stated in his foregoing answer are true as he believes.  
J. A. Culbertson.

Sworn to before me and signed in my presence the 1<sup>st</sup> day of September, 1892.  
(Seal) R. M. Crory, Clerk of Court.

Reply

Afterward, on the 23<sup>rd</sup> day of September, 1892, a Reply was filed with the Clerk of said Court, to wit:

6409

Sarah H. Lawson, Plaintiff  
vs.  
Joseph A. Culbertson, Defendant  
Court of Common Pleas,  
Union County, Ohio.

The said plaintiff comes and for her reply to the said defendant's answer says she denies the allegations of said second and third defense and says said account is for goods and materials furnished and work done for defendant by the order and request of his wife and for the use of herself and defendant's children all members of his family and with his knowledge and consent were used for the benefit of his wife and children constituting his family and were necessary for their comfort and were in accordance

with the style of living by the defendant and his said family and therefore plaintiff asks for judgment against the defendant as prayed for in her petition.

Robinson & Woodburn,

The State of Ohio,  
Union County ss.

Attorneys for Plaintiff.

Sarah H. Lawson being duly sworn deposes and says she believes the allegations of the foregoing Reply are true.

Sarah H. Lawson.

Sworn to before me and signed in my presence this 23<sup>rd</sup> day of September A. D. 1892.

A. H. Woodwin,

(Seal)

Notary Public

Entry

Afterward, on the 5<sup>th</sup> day of October, 1892, an Entry was made on the Journal by the Clerk of said Court.

6409

Sarah H. Lawson

vs.

Journal 16, Page 239.

J. A. Culbertson

This day came the parties and the defendant withdrew his answer and waived a trial by jury and submitted this case to the Court and consented that the Court enter up judgment against him in the plaintiff's favor for the amount claimed in the plaintiff's petition.

Wherefore the Court find there is due this plaintiff from the defendant on said account the sum three hundred and thirty-four  $\frac{2}{100}$  dollars.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant said sum of three hundred and thirty-four dollars and sixty cents and her costs herein taxed to \$- - -

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 September, to wit, on the 12<sup>th</sup> day of September in the year of our Lord one thousand eight hundred & ninety-two.

Be it remembered that, heretofore, to wit, on the 28<sup>th</sup> day of October, 1892, James Cutler filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. G. Debolt et al. to wit:

James Cutler

vs.

J. G. Debolt & Sarah Debolt, his wife,  
Bank of Richwood.

Court of Common Pleas,  
Union County, Ohio.

Petition First Lien

March 18  
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Petition First Cause of Action:

Plaintiff states; On or about the 20<sup>th</sup> day of March 1886 the defendant F. G. Debot executed and delivered to Stewart Tonguit his promissory note and then and thereby promised to pay to the order of said Stewart Tonguit the sum of three hundred and sixteen  $\frac{7}{100}$  dollars April 1<sup>st</sup>, 1888, with interest at 6 per cent. from April 1<sup>st</sup> 1886. A copy of which note together with all credits and indorsements thereon is hereto attached marked "Exhibit A."

Plaintiff is now the legal owner and holder of said note and there is due him thereon from said defendant F. G. Debot the sum of three hundred and sixteen  $\frac{7}{100}$  dollars with 6 per cent. interest thereon from April 1<sup>st</sup>, 1888.

Second Cause of Action:

Plaintiff further states that on or about said 20<sup>th</sup> day of March 1886 the said defendant F. G. Debot executed and delivered to said Stewart Tonguit his promissory note and then and thereby promised to pay to the said Stewart Tonguit or order the sum of three hundred and sixteen and  $\frac{7}{100}$  dollars April 1<sup>st</sup>, 1888 with 6 per cent. interest from April 1<sup>st</sup>, 1886, a copy of which note together with all credits and indorsements thereon is hereto attached marked "Exhibit B."

Third Cause of Action:

Plaintiff further states that on or about said 20<sup>th</sup> day of March 1886 to secure the payment of said notes and others the said defendant F. G. Debot executed and delivered to the said Stewart Tonguit his mortgage deed and then and thereby conveyed to the said Stewart Tonguit the premises described as follows, to wit: Situated in the Township of Jackson in the County of Union and State of Ohio, in Survey N<sup>o</sup> 9919.

Beginning at a stake on the south bank of Rush Creek and in the east line of Survey N<sup>o</sup> 9919; thence with said line S.  $9^{\circ} \frac{1}{2}$  - E. 138  $\frac{7}{100}$  poles to a stake 75  $\frac{3}{4}$  poles from the S. E. corner of said Survey; thence S.  $80^{\circ} \frac{3}{4}$  - N. 95  $\frac{7}{100}$  poles to a stone (beech bears N.  $76^{\circ} \frac{1}{2}$  - E. 79 links in the east line of Thomas N. Paulk's lot; thence with his line N.  $9^{\circ} \frac{1}{2}$  - N. 89  $\frac{4}{100}$  poles to a stone (elm bears 63 E. 19 links; thence same course 1  $\frac{4}{100}$  poles to the center of Rush Creek; thence down the center of said Creek with its meanderings to the east original line of said Survey; thence with said line S.  $9^{\circ} \frac{1}{2}$  - E. 1  $\frac{4}{100}$  poles to the place of beginning containing 75  $\frac{3}{4}$  acres more or less.

The amount of this tract hereby conveyed is one equal third part thereof off of the north end being the same decreed by Court to Martha Moore by decree recorded in Book N<sup>o</sup> 18, Page 177 of the Records of the Court of Common Pleas of Union County, Ohio.

The condition contained in said mortgage was in substance; "that if the said F. G. Debot should pay or cause to

be paid said notes now owned and held by plaintiff and other notes therein described all given for the purchase money of said premises, then said deed to be void otherwise to be and remain in full force and virtue in law forever.

On the 24<sup>th</sup> day of March 1886 at 11<sup>3/4</sup> o'clock A.M. said mortgage was filed with the Recorder of Union County, Ohio and was by him duly recorded March 27<sup>th</sup>, 1886 in Volume 21 Page 440 of Union County, Ohio Records of Mortgages.

Said Stewart Tonguet has assigned all his right and interest in and to said notes and mortgage and plaintiff is now the legal owner and holder thereof; and the same was given for the purchase money of said premises; and the said Sarah Debolt wife of said F. S. Debolt has no right or contingent right of dower or interest therein as against said mortgage. Said Bank of Richwood claims to have a judgment lien on said premises but plaintiffs notes are the first and best lien on said premises, the other notes secured by said mortgage having been paid off.

Wherefore plaintiff prays judgment on said note for said sum of six hundred and thirty-three and <sup>3/20</sup>/<sub>100</sub> dollars with 6 per cent. interest on \$316.<sup>00</sup> from April 1<sup>st</sup> 1888, and on \$316.<sup>00</sup> from April 15<sup>th</sup>, 1890. That said defendants be duly notified, that said mortgage be foreclosed said premises be ordered sold and the proceeds applied toward the payment of plaintiffs claim and for all proper relief.

Gardiner W. Miller  
Attorneys for Plaintiff

State of Ohio,  
Union County ss.:

James Butler being duly sworn says he is the plaintiff in this action, that the facts and allegations in the foregoing petition are true as he verily believes.

James Butler.

Sworn to and subscribed before me this 28<sup>th</sup> day of October 1892. (Seal) R. S. Cook, Notary Public.

Exhibit  
This note is secured by Mortgage.

\$316.<sup>00</sup> Richwood, Ohio, March 20<sup>th</sup>, 1886.  
April 1<sup>st</sup>, 1888 after date, I promise to pay to the order of Stewart Tonguet Three hundred and sixteen dollars, at Bank of Richwood. Value received, with interest at 6 per cent. from April 1<sup>st</sup>, 1886. F. S. Debolt.  
Indorsed: "Stewart Tonguet."

Interest paid on this up to maturity.

Exhibit  
This note is secured by Mortgage.

\$316.<sup>00</sup> Richwood, Ohio, March 20<sup>th</sup>, 1886.  
April 1<sup>st</sup>, 1889 after date, I promise to pay to the order of Stewart Tonguet Three hundred and sixteen <sup>3/4</sup>/<sub>100</sub> <sup>6/100</sup>/<sub>100</sub> dollars, at Bank of Richwood. Value received with interest at 6 per cent. from April 1<sup>st</sup>, 1886. F. S. Debolt.  
Indorsed: "Stewart Tonguet."  
Int. paid to June 27<sup>th</sup>, 1889. Int. paid to April 15<sup>th</sup>, 1890.

To the Clerk  
County.  
April 7<sup>th</sup>, 1888  
Mortgage  
Summons  
6453  
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The State  
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To the Clerk:

Issue Summons for F. G. Debolt & Sarah Debolt to Sheriff of Union County. Amount claimed \$633.<sup>32</sup> with 6% interest on \$316.<sup>00</sup> from April 1<sup>st</sup>, 1888, and on \$316.<sup>00</sup> from April 15<sup>th</sup>, 1890. Procurement of Mortgage. Gardiner & Miller, Attys.

Summons

Afterward, on the 28<sup>th</sup> day of October, a Summons was issued by the Clerk of said Court, indorsed, to wit:

6453

The State of Ohio,  
Union County.

To the Sheriff of Union County:

You are hereby commanded to notify F. G. Debolt and Sarah Debolt, his wife, that they have been sued by James Butler in the Court of Common Pleas of Union County, and must answer by the 26<sup>th</sup> day of November A. D. 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 7<sup>th</sup> day of November A. D. 1892.

Witness my hand and the seal of said Court, this 28<sup>th</sup> day of October A. D. 1892.

(Seal) Indorsed: "In action for Procurement of Mortgage and Personal Judgment. Amount \$633.<sup>32</sup> with 6% on \$316.<sup>00</sup> from April 1<sup>st</sup>, 1888 and on \$316.<sup>00</sup> from April 15<sup>th</sup>, 1890."

Sheriff's Return

And on the 4<sup>th</sup> 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:

6453

Ser. Return	\$ 30
Ad. Wrt.	15
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Copy	40
Total	\$ 48 50

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

Received this writ October 28<sup>th</sup>, A. D. 1892, at 10 o'clock A. M. served same by delivering a true and certified copy thereof with the endorsements thereon to each of the within named defendants on the 1<sup>st</sup> day of November 1892. Thomas Martin, Sheriff.

Answer

Afterward, on the 27<sup>th</sup> day of January, 1893, an Answer & Cross-Petition was filed with the Clerk of said Court, to wit:

Petition of Bank of Richwood

James Butler, Plaintiff

Or.

F. G. Debolt et al. Defendant.

Court of Common Pleas,  
Union County, Ohio.

6453

Now comes the Bank of Richwood and for answer and cross-petition says: said Bank of Richwood consists of a company of persons founded for the purpose of carrying on the business of private banking at Richwood, Union County, Ohio, and the name and style of said firm is Bank of Richwood; that on or about the 19<sup>th</sup> day of October, 1891, said Bank of Richwood recovered judgment on cognovit against said F. G. Debolt and S. W. Clark in and by the consideration of the Court of Common Pleas in and for Marion County, Ohio, for the sum of \$314.<sup>00</sup> and eight per cent. interest thereon from said 19<sup>th</sup> day of October, 1891 and \$6.<sup>00</sup> costs; that an execution was issued on said judgment

to the Sheriff of Union County, Ohio, who by virtue thereof and for want of goods and chattels on the 21<sup>st</sup> day of October, 1891, levied the same upon the lands described in the petition; and said judgment and levy is in full force and effect and no payment has been made thereon; the costs of said levy was \$10.<sup>00</sup>

Wherefore said Bank of Richwood asks that upon the distribution of proceeds of sale in this case that said Court order said judgment, interest and costs paid in its regular order; that its rights be protected in the premises, and for all proper relief.

Gardiner & Miller,

Attorneys for Bank of Richwood.

State of Ohio,  
Union County ss:

B. L. Talmage being first duly sworn says he is Cashier of aforesaid Bank of Richwood, and that the facts stated and allegations made in the foregoing pleading are as he verily believes true.

B. L. Talmage.

Sworn to before me and subscribed in my presence this 26<sup>th</sup> day of January 1893.

Joseph Comer, J. P.

Entry

6453

Afterward, on the 5<sup>th</sup> day of December, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

James Kutler

vs.

F. S. Debott et al

Journal 16, Page 259.

This cause came on for hearing on the petition of the plaintiff, and the defendants F. S. Debott and Sarah Debott, his wife, having been duly served with Summons, and being in default for answer or demurrer, the Court find that the allegations of the petition are confessed by them to be true, and that the defendant, F. S. Debott executed and delivered the notes set out in said petition, and that to secure the payment thereof he executed and delivered the mortgage deed in the petition described and on the premises therein described, that said mortgage was duly recorded in Volume Twenty-one at page 440 of Union County, Ohio, Records of Mortgages, and is the first and best lien on the premises described in the petition.

The Court further find that the plaintiff herein is the legal owner and holder of said notes and assignee of said mortgage and that there is due him from said defendants thereon the sum of six hundred and thirty-three dollars and thirty-two cents with six per cent. interest on \$316.<sup>00</sup> from April 1<sup>st</sup>, 1888, and on \$316.<sup>00</sup> from April 15<sup>th</sup>, 1890, amounting with interest to this date to the sum of \$770.<sup>00</sup>

It is thereupon considered by the Court that the plaintiff recover of the defendant F. S. Debott said sum of \$770.<sup>00</sup> with interest from this date, and his costs herein expended taxed to \$.

The Court further find that aforesaid note and mortgage were given for purchase money and that said Sarah Debott wife of said F. S. Debott, has no right or contingent right of

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dower in said premises as against said mortgage; and 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 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 amount herein found due him, 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, Ohio, directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

Order  
of  
Sale

Afterward, on the 23<sup>d</sup> day of December, 1892, 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 5<sup>th</sup> day of December 1892, James Cutler obtained a judgment and decree against F. K. Debolt, and Sarah Debolt, and Bank of Richmond for the sum of seven hundred and seventy  $\frac{71}{100}$  dollars and thirteen  $\frac{3}{4}$   $\frac{55}{100}$  dollars, costs of suit.

And Whereas, it was then and there by said Court ordered, adjudged, and decreed, that the said F. K. Debolt et al. within five days from the 5<sup>th</sup> day of December A. D. 1892 pay unto the said James Cutler the said sum of seven hundred and seventy  $\frac{71}{100}$   $\frac{3}{4}$   $\frac{55}{100}$  dollars with interest from the 5<sup>th</sup> day of December 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 to: And Whereas the 5 days aforesaid have fully expired, and the said sum of seven hundred and seventy  $\frac{71}{100}$   $\frac{3}{4}$   $\frac{55}{100}$  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, in the Township of Jackson and State of Ohio, in Survey No. 9919.

Beginning at a stake on the south line bank of Rush Creek and in the east line of Survey No. 9919: thence with said line S.  $9^{\circ} \frac{1}{2}$  - E. 138<sup>70</sup> poles to a stake 95<sup>00</sup> poles from the S.E. corner of said Survey: thence S.  $80^{\circ} \frac{3}{4}$  - N. 95<sup>00</sup> poles to a stone (beech bears N.  $76^{\circ} \frac{1}{2}$  - E. 19 links in the east line of Thomas N. Paulk's lot: thence with his line N.  $9^{\circ} \frac{1}{2}$  - N. 89<sup>00</sup> poles to a stone (elm bears 63 E. 19 links thence same course 1<sup>00</sup> poles to the center of Rush Creek: thence

down the center of said creek with its meanderings to the east original line of said Survey: thence with said line S 9 1/2 - E. 1 3/4 poles to the place of beginning containing 75 1/2 acres more or less.

The amount of this tract hereby conveyed is one equal third part thereof off of the north end being the same decreed by Court to Martha Moore by decree recorded in Book N<sup>o</sup> 18 page 177 of the Records of the Court of Common Pleas of Union County, Ohio.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 23<sup>rd</sup> day of December A. D. 1892.

(Seal)

R. M. Leroy, Clerk.

Sheriff's Return

And on the 28<sup>th</sup> day of January, 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit:

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Return	50
Total	10 40

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

Received this writ the 23<sup>rd</sup> day of December A. D. 1892, and on the 26<sup>th</sup> day of December A. D. 1892 I called an inquest of W. M. Cobb, Lewis Baker & A. Cheney 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, (\$35.00 per acre) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days (to wit: five consecutive weeks) before the day of sale by advertisement in the 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.

And on the 28<sup>th</sup> day of January, A. D. 1893, at the door of the Court House in Marysville, Ohio, at the hour of One o'clock P. M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and then and there struck off and sold the same to James Butler for the sum of twenty six dollars per

Proof of Publication

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(Seal)



acre, he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

Wm. S. Snodgrass, Sheriff.

Proof of Publication

And on the 28<sup>th</sup> day of January, 1893, a Proof of Publication was filed with the Clerk of said Court, to wit:

James Cutler

Sheriff's Sale

vs.

On Order of Sale,

F. M. Debolt 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 28<sup>th</sup>, 1893, 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: In Survey N<sup>o</sup>. 9919. Beginning at a stake on the south bank of Rush Creek, and in the east line of Survey N<sup>o</sup>. 9919: thence with said line south 9<sup>1</sup>/<sub>2</sub> - E. 138<sup>7</sup>/<sub>100</sub> poles to a stake 95<sup>5</sup>/<sub>100</sub> poles from the south-east corner of said Survey: thence south 80<sup>3</sup>/<sub>4</sub> - 95<sup>7</sup>/<sub>100</sub> poles to a stone (beech bears north 76<sup>1</sup>/<sub>2</sub> - east 19 links) in the east line of Thomas N. Paulk's lot: thence with his line north 9<sup>1</sup>/<sub>2</sub> - west 89<sup>1</sup>/<sub>100</sub> poles to a stone (elm bears north 63<sup>o</sup> - east 19 links: thence same course 1<sup>1</sup>/<sub>100</sub> poles to the center of Rush Creek: thence down the center of said creek with the meanderings to the east original line of said Survey: thence with said line south 9<sup>1</sup>/<sub>2</sub> - east 1<sup>5</sup>/<sub>100</sub> poles to the place of beginning containing 75<sup>3</sup>/<sub>4</sub> acres more or less.

The amount of this tract hereby conveyed is one equal third part thereof, off the north end, being the same decreed by Court to Martha Moore, by decree recorded in Book N<sup>o</sup>. 18 Page 177 of the Records of the Court of Common Pleas of Union County, Ohio.

Appraised at \$35<sup>00</sup> per acre.

Terms of Sale Cash  
Thomas Martin, Sheriff Union County, O.

Gardiner & Miller, Attorneys.

State of Ohio,  
Union County ss.:

George Worden being duly sworn says that he is owner and publisher of the Richwood Gazette, a newspaper printed in and of general circulation in said County: that the advertisement, of which the attached is a true copy, was for five consecutive weeks published in said newspaper beginning with December 29<sup>th</sup>, 1892.

Geo. W. Worden

Sworn to before me and subscribed in my presence this 28<sup>th</sup> day of January, 1893.

J. F. Miller, Notary Public,  
Union County, Ohio.

(Seal)

Entry

6453

Afterward, on the 6<sup>th</sup> day of February, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit: James Butler vs. F. G. Debolt et al. Journal 16, Page 309.

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 said Sheriff convey to the purchaser James Butler, by deed in fee simple, the lands and tenements so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders, in all said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

And the Court coming now to distribute the proceeds of said sale amounting to \$652.<sup>17</sup> it is ordered that the Sheriff out of the money in his hands pay

First: The costs of this action taxed at \$--

Second: The taxes on said land so sold amounting to \$--

Third: To the plaintiff James Butler the balance of said money remaining in his hands, to wit, the sum of \$-- to be applied as a credit upon his judgment against the defendant F. G. Debolt.

And there still remaining due the plaintiff the sum of \$-- it is ordered that he recover the same from the aforesaid defendant F. G. Debolt and execution is awarded therefor.

Attest  
 R. M. Loring  
 Clerk

It was continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas, of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of September, to wit, on the 12<sup>th</sup> 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 28<sup>th</sup> day of October, 1892, James Butler filed in the Clerk's Office of the said Court of Common Pleas the following Petition against F. G. Debolt, Sarah Debolt his wife and Bank of Archwood, to wit:

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First Cause of Action:

Plaintiff says: on or about the 6<sup>th</sup> day of March 1884, the defendant F. G. Debolt executed and delivered to one Hylas S. Moore his promissory note and then, and thereby promised to pay to the said Hylas S. Moore or order the sum of one thousand dollars on the 15<sup>th</sup> day of April 1886 with 6 per cent. interest from April 15<sup>th</sup>, 1884. A copy of which note together with all credits and indorsements thereon is hereto attached marked "Exhibit A."

There is due plaintiff from said defendant F. G. Debolt the sum of one thousand dollars with 6 per cent. interest thereon from April 15<sup>th</sup>, 1890.

Second Cause of Action:

Plaintiff further states; that on or about said 6<sup>th</sup> day of March 1884 to secure the payment of said note and another for the same amount, which notes were given for the purchase money of the premises hereinafter described.

The said F. G. Debolt executed and delivered to said Hylas S. Moore his mortgage deed and thereby conveyed to the said Hylas S. Moore the premises described as follows, to wit:

Situated in the County of Union, State of Ohio, in Township of Jackson and in Survey N<sup>o</sup>. 9919.

Beginning at a stake on the south bank of Rush Creek and in the east line of Survey Number 9919; thence with said line S.  $9^{\circ} \frac{1}{2}$  E. 138  $\frac{7}{100}$  poles to a stake (95  $\frac{5}{100}$  poles from the south east corner of said Survey; thence S.  $80^{\circ} \frac{3}{4}$  W. 95  $\frac{8}{100}$  poles to a stone (beech bears N.  $76^{\circ} \frac{1}{2}$  E. 19 links) in the east line of Thomas N. Paulks lot; thence with his line N.  $7^{\circ} \frac{1}{2}$  W. 89  $\frac{1}{100}$  poles to a stone (elm bears N.  $63^{\circ}$  E. 19 links; thence same course 1  $\frac{1}{100}$  poles to the center of Rush Creek; thence down the center of said creek with its meanderings to the east original line of said Survey; thence with said line S.  $9^{\circ} \frac{1}{2}$  E. 1  $\frac{5}{100}$  poles to the beginning containing 75  $\frac{3}{4}$  acres of land more or less.

Excepting therefrom twenty five acres of land decreed by the Court of Common Pleas to the late wife of John Moore now deceased, the said twenty five acres by the terms of said decree to be off the north end of the above premises and cut off by a line drawn parallel to the south line of said 75  $\frac{3}{4}$  acres and conveyed to her by deed dated November 5<sup>th</sup> 1879 by said John Moore.

The condition contained in said mortgage was as follows, to wit: "Provided nevertheless and these presents are upon this condition that if the said F. G. Debolt shall pay or cause to be paid unto the said Hylas S. Moore or his assigns two certain promissory notes made and delivered by the said F. G. Debolt to the said Hylas S. Moore of even date herewith of one thousand dollars each with 6 per cent. interest from April 15<sup>th</sup>, 1884, first note due April 15<sup>th</sup>, 1885 and second note due April 15<sup>th</sup>, 1886, above

notes made payable at the Bank of Richwood, Richwood Ohio then these presents shall be void; otherwise to be and remain in full force and virtue in law forever.

On the 11<sup>th</sup> day of March 1884 at 11 o'clock A.M. said mortgage was duly filed with the Recorder of Union County Ohio and was by him duly recorded on the 11<sup>th</sup> day of March 1884 in Volume 20 Page 540 of Union County, Ohio, Records of Mortgages.

Afterwards and before the maturity of said note the same and said mortgage was for a full and valuable consideration transferred and assigned by said Hylas Moore to plaintiff, a copy of which assignment is as follows, to wit: "For value received I assign the within named note for \$1000." due April 15<sup>th</sup>, 1886 to James Butler. "Hylas S. Moore."

Plaintiff further states that said note, a copy of which is hereto attached marked "Exhibit A." is the only one remaining unpaid secured by said mortgage, and plaintiff is the owner and holder thereof. That said note and mortgage was given for the purchase money to said Hylas S. Moore, and the said Sarah Debolt wife of said F. G. Debolt has no right or contingent right of dower in said premises.

That the Bank of Richwood claim to have a judgment lien on said premises, but plaintiff's claim is its first and best lien thereon.

Wherefore plaintiff prays judgment on said note against said F. G. Debolt for the said sum of one thousand dollars and six per cent. interest thereon from the 15<sup>th</sup> day of April 1890; that all of said defendants be duly notified; that said mortgage be foreclosed said premises be ordered sold and the proceeds applied to the payment of plaintiff's claim and for all proper relief.

Gardiner & Miller,  
Attorneys for Plaintiff  
State of Ohio,  
Union County, ss:

James Butler being duly sworn says he is the plaintiff in this action; that the facts and allegations in the foregoing petition are true as he verily believes.

Sworn to and subscribed before me this 27<sup>th</sup> day of October 1892.  
R. G. Cook, Notary Public.  
(Seal)

Exhibit "A." \$1000.<sup>00</sup> Richwood, Ohio, March 6<sup>th</sup>, 1884.  
April 15<sup>th</sup>, 1886 after date, I promise to pay to the order of Hylas S. Moore One thousand dollars at Bank of Richwood, Richwood, Ohio. Value received, with Interest at 6 per cent. from April 15<sup>th</sup>, 1884.  
Indorsed: "Hylas S. Moore" "F. G. Debolt."  
Interest paid to April 15<sup>th</sup>, 1886; Interest paid to April 15<sup>th</sup>, 1887;  
Interest paid to April 15<sup>th</sup>, 1888; Interest paid to April 15<sup>th</sup>, 1889;  
Interest paid to April 15<sup>th</sup>, 1890.

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To the Clerk:  
Issue Summons to Sheriff of Union County, returnable according to law for F. G. Debolt and Sarah Debolt. Amount claimed \$1000. Interest from April 15<sup>th</sup>, 1890, and Foreclosure of Mortgage. Gardiner & Miller, Attorneys.

6454

Afterward, on the 28<sup>th</sup> day of October, 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 F. G. Debolt and Sarah Debolt that they have been sued by James Butler in the Court of Common Pleas of Union County, and must answer by the 26<sup>th</sup> day of November 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 7<sup>th</sup> day of November A. D. 1892.

Witness my hand and the seal of said Court, this (Seal) 28<sup>th</sup> day of October A. D. 1892.

R. M. Leroy, Clerk.

Indorsed: In action for Foreclosure of Mortgage and Personal Judgment. Amount \$1000. Interest from April 15<sup>th</sup>, 1890.

6454

And, on the 4<sup>th</sup> 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:

Sev. Return	30
Adl. Dfts	15
Mileage	4 00
Copy	40
Total	485

The State of Ohio,  
Union County

Sheriff's Return.

Received this writ October 28<sup>th</sup> 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 1<sup>st</sup> day of November 1892. Thomas Martin, Sheriff

6454

Afterward, on the 27<sup>th</sup> day of January, 1893, an Answer and Cross-Petition was filed with the Clerk of Court.

James Butler, Plaintiff  
vs.  
F. G. Debolt et al. Defendants  
Court of Common Pleas,  
Union County, Ohio.

6454

Now comes the Bank of Richwood and for Answer and Cross-Petition says: Said Bank of Richwood consists of a company of persons formed for the purpose of carrying on the business of private banking at Richwood, Union County, Ohio, and the name and style of said firm is Bank of Richwood, that on or about the 19<sup>th</sup> day of October 1891, said Bank of Richwood recovered judgment on cognovit against said F. G. Debolt and S. W. Clark in and by the consideration of the Court of Common Pleas in and for Marion County, Ohio for the sum of \$314<sup>00</sup> and eight percent interest thereon from said 19<sup>th</sup> day of October 1891, and six dollars costs; that an execution was issued on said judgment

to the Sheriff of Union County, Ohio, who by virtue thereof and for want of goods and chattels on the 27<sup>th</sup> day of October 1891, levied the same upon the lands described in the petition and said judgment and logavit is in full force and effect and no payment has been made thereon; the costs of said logavit was \$10<sup>00</sup>.

Wherefore said Bank of Richwood asks that upon the distribution of proceeds of sale in this case, that said Court order said judgment, interest and costs paid, in its regular order; that its rights be protected in the premises, and for all proper relief.

State of Ohio,  
Union County ss:

Gardiner & Miller, Attorneys  
for Bank of Richwood.

B. L. Palmage being first duly sworn says he is Cashier of aforesaid Bank of Richwood, and that the facts stated and allegations made in the foregoing pleading are, as he verily believes, true.

B. L. Palmage.

Sworn to before me and subscribed in my presence this 26<sup>th</sup> day of January, 1893. Joseph Corner, J.P.

Entry

6454

Afterward, on the 5<sup>th</sup> day of December, 1892, an Entry was made on the Journal by the Clerk of Court.

James Cutler

Or.  
F. G. Debolt et al

Journal 16, Page 264

This cause came on for hearing on the petition of the plaintiff, and the defendants F. G. Debolt and Sarah Debolt, his wife, having been duly served with summons and being in default for answer or demurrer the Court find that the allegations of the petition are confessed by them to be true, and that the defendant F. G. Debolt is indebted to the plaintiff on the note therein set forth in the sum of one thousand dollars with six per cent. interest thereon from; It is therefore considered by the Court that the plaintiff recover of the defendant F. G. Debolt the sum of \$1150<sup>00</sup> with interest from this date and his costs expended taxed to \$-  
April 15<sup>th</sup> 1890

That to secure the payment of said note he executed and delivered the mortgage deed in the petition described and on the premises therein described; that said mortgage was duly recorded in Volume Twenty at Page 540 of Union County Ohio, Records of Mortgages and is the first and best lien on the premises described in the petition.

The Court further find that aforesaid note and mortgage were given for purchase money and that Sarah Debolt, wife of said F. G. Debolt has no right or contingent right of dower in said premises; 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

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decreed that unless the said defendants shall, within five days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs in this case, and to said plaintiff the sum of one thousand dollars and interest as aforesaid according to the terms of the aforesaid note and mortgage, 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 Ohio, directing him to sell said premises as upon execution and bring the proceeds into Court for further order.

Afterward, on the 23<sup>rd</sup> day of December, 1892, 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 5<sup>th</sup> day of December, 1892 James Butler obtained a Judgment and Decree against F. G. Debolt, Sarah Debolt and Bank of Richwood for the sum of eleven hundred and fifty eight  $\frac{3}{4}$   $\frac{2}{100}$  dollars, and fourteen dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said F. G. Debolt et al within five days from the 5<sup>th</sup> day of December A. D. 1892, pay unto the said James Butler the said sum of eleven hundred and fifty eight  $\frac{3}{4}$   $\frac{2}{100}$  dollars with interest from the 5<sup>th</sup> day of December 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

to wit: And Whereas, the five days aforesaid have fully expired, and the said sum of eleven hundred and fifty eight  $\frac{3}{4}$   $\frac{2}{100}$  dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law the following lands and tenements, situate in Union County, State of Ohio, in Township of Jackson and in Survey N<sup>o</sup>. 9919.

Beginning at a stake on the south bank of Rush Creek and on the east line of Survey N<sup>o</sup>. 9919: thence with said line S.  $9^{\circ} \frac{1}{2}$  - E. 138  $\frac{7}{100}$  poles to a Stake (95  $\frac{5}{100}$  poles from the south-east corner of said Survey: thence S.  $86^{\circ} \frac{3}{4}$  - N. 95  $\frac{2}{100}$  poles to a stone (beech bears N.  $76^{\circ} \frac{1}{2}$  - E. 19 links) in the east line of Thomas N. Paulk's lot: thence with his line N.  $9^{\circ} \frac{1}{2}$  - N. 89  $\frac{1}{100}$  poles to a stone (elm bears N.  $63^{\circ}$  - E. 19 links: thence same course  $1^{\circ} \frac{3}{4}$  poles to the center of Rush Creek: thence down the center of said Creek with its meanderings to the east original

Order of  
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line of said Survey; thence with said line S. 7<sup>1</sup>/<sub>2</sub> - E. 1<sup>5</sup>/<sub>100</sub> poles to the beginning containing 75<sup>1</sup>/<sub>4</sub> acres of land more or less.

Excepting therefrom twenty-five acres of land decreed by the Court of Common Pleas to the late wife of John Moore now deceased. The said twenty-five acres by the terms of said decree to be off the north end of the above premises and cut off by a line drawn parallel to the south line of said 75<sup>1</sup>/<sub>4</sub> acres and conveyed to her by deed dated November 5<sup>th</sup>, 1879 by said John Moore."

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 23<sup>rd</sup> day of December, A. D. 1892.

(Seal) R. M. Leroy, Clerk.

And on the 28<sup>th</sup> day of January 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit:

Service	45	The State of Ohio,
Levy	1 00	Union County ss: Sheriff's Return.
Sum. Ap'is.	1 20	Received this writ the 23 <sup>rd</sup> day of Decem-
Swear. "	25	ber A. D. 1892, and on the 26 <sup>th</sup> day of December
Convey. "	2 00	A. D. 1892 I called an inquest of W. M. Cobb, Lewis
Writing Ap'ls.	30	Baker and A. Cheney three disinterested free-
Copy of "	30	holders and residents of the County, and
Notice to Ctr.	30	caused the within described real estate to be
Affidavit to "	30	duly appraised on their oaths; they on the
Writing Notice	30	same day returned to me an estimate of the
Mileage	4 50	value thereof (to wit: \$35 <sup>00</sup> per acre) under
Return	50	their hands and seals, a copy of which I forth-
Total	10 40	with deposited with the clerk of the within
Appraisers fee	3 00	named Court. Thereupon I caused public
Printers fee	14 54	notice of the time and place of said 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 28<sup>th</sup> day of January, A. D. 1893, 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

Sheriff's Return

Proof of Publication

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estate at public auction; and then and there struck off and sold the same to James Butler for the sum of twenty six dollars per acre he being the highest bidder therefor and the sum bid being more than two-thirds of the appraised value. Wm. M. Snodgrass, Sheriff.

Proof of Publication

Afterward, on the 28<sup>th</sup> day of January, 1893, a Proof of the Publication was filed with the Clerk of said Court James Butler.

As. On Order of Sale  
F. G. Debolt 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 28<sup>th</sup>, 1893, 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: In Survey N<sup>o</sup>. 9919.

Beginning at a stake on the south bank of Rush Creek and in the east line of Survey N<sup>o</sup>. 9919; thence with said line South 9<sup>1</sup>/<sub>2</sub> - East 138<sup>4</sup>/<sub>100</sub> poles to a stake 75<sup>3</sup>/<sub>100</sub> poles from the south-east corner of said Survey; thence South 80<sup>3</sup>/<sub>4</sub> West 95<sup>5</sup>/<sub>100</sub> poles to a stone (beech bears north 76<sup>1</sup>/<sub>2</sub> - East 19 links) in the east line of Thomas N. Paulk's lot; thence with his line North 9<sup>1</sup>/<sub>2</sub> - West 89<sup>16</sup>/<sub>100</sub> poles to a stone (elm bears North 63 - East 19 links; thence same course 1<sup>1</sup>/<sub>100</sub> poles to the center of Rush Creek; thence down the center of said Creek with the meanderings to the east original line of said Survey; thence with said line South 9<sup>1</sup>/<sub>2</sub> - East 1<sup>3</sup>/<sub>100</sub> poles to place of beginning containing 75<sup>1</sup>/<sub>4</sub> acres more or less.

Excepting therefrom twenty-five acres of land decreed by the Court of Common Pleas to the late wife of John Moore now deceased, the said twenty-five acres by the terms of said decree to be off of the north end of the above premises and cut off by a line drawn parallel to the south line of said 75<sup>1</sup>/<sub>4</sub> acres and conveyed to her by deed dated November 5<sup>th</sup>, 1879.

Appraised at \$35<sup>00</sup> per acre. Terms of Sale, Cash.  
Thomas Martin, Sheriff.  
Union County, Ohio.

Gardiner & Miller, Attys.  
State of Ohio,  
Union County ss:

George Worden being first duly sworn says that he is owner and publisher of the Richwood Gazette a newspaper of general circulation printed in aforesaid County; that the attached advertisement was for five consecutive weeks published in said newspaper beginning with the issue of December 29<sup>th</sup>, 1892. Geo. W. Worden.

Sworn to before me and subscribed in my presence  
this 28<sup>th</sup> day of January 1893  
(Seal) J. F. Miller, Notary Public,  
Union County, Ohio

Entry

6454

Afterward, on the 6<sup>th</sup> day of February, 1893, an entry  
was made on the Journal by the Clerk of said Court, to wit:  
James Cutler  
vs  
F. G. Debolt et al  
Journal 16, Page 309.

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 said  
Sheriff convey to the purchaser, James Cutler, plaintiff herein  
by deed in fee simple, the lands and tenements so sold; and  
the said purchaser is hereby subrogated to all the rights of  
the said 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.

And the Court coming now to distribute the proceeds  
of said sale, amounting to \$1304.<sup>33</sup> it is ordered that the  
Sheriff out of the money in his hands pay,  
First: the costs of this action, taxed at \$  
Secondly: The taxes on said lands so sold amounting to \$  
Thirdly: To the plaintiff James Cutler the balance of money  
remaining in his hands, to wit, the sum of \$-- to be ap-  
plied as a credit upon his judgment against the defend-  
ant F. G. Debolt.

And there still remaining due to the plaintiff the  
sum of \$-- it is ordered that he recover the same from  
aforesaid defendant F. G. Debolt and execution is awarded  
therefor.

Attest  
R. M. Leroy  
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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 12<sup>th</sup> 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 30<sup>th</sup> day of August 1892, A. J. Murphy filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John Duffy et al. to wit:

Petition  
6424

A. J. Murphy, Plaintiff  
vs.  
John Duffy & John A. Taylor, Admrs.

Court of Common Pleas,  
Union County, Ohio.

The plaintiff A. J. Murphy says that he is the owner in fee simple of the undivided one-half of the following described premises, to wit:

Situated in the County of Union and State of Ohio and in the Village of Magnetic Springs being all of lots A & B in said village. Bounded on the north by Magnetic Street; on the south by a 16 1/2 foot alley; on the west by Rose Street; on the east by Wills John Street.

The plaintiff further says that the defendant John Duffy is a tenant in common with the plaintiff and is the owner in fee simple of the undivided one-half of the above premises.

The plaintiff further says that John A. Taylor as Administrator has a mortgage lien upon said premises and asks that he may be made a party and required to set forth the nature of his claim.

The plaintiff therefore prays that partition of said lands may be had in the following proportions to wit: To A. J. Murphy, one-half part; and to John Duffy one-half part. Or if the same cannot be done without manifest injury that then such proceedings may be had in the premises as are authorized by law.

Robinson & Woodburn,  
Attorneys for Plaintiff

The State of Ohio,  
Union County ss:

A. J. Murphy being duly sworn says that the facts stated and allegations made in this his foregoing petition are true as he verily believes.

A. J. Murphy.

Sworn to before me and signed in my presence by A. J. Murphy this 29<sup>th</sup> day of August A. D. 1892.

Burnham C. Bales  
Notary Public.

(Seal)

Præcipe

To Clerk:  
Issue Summons according to law for John Duffy.

Indorse: "Partition." August 30<sup>th</sup>, 1892.

Robinson & Woodburn, Attorneys

Summons

Afterward, on the 30<sup>th</sup> day of September, 1892, a Summons was issued by the Clerk of said Court, to wit:

6424

The State of Ohio,

Union County;

To the Sheriff of Union County;

You are hereby commanded to notify John Duffy that he has been sued by A. J. Murphy in the Court of Common Pleas of Union County, and must answer by the first day of October 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 12<sup>th</sup> day of September A. D. 1892.

Witness my hand and the seal of said Court this 30<sup>th</sup> day of September A. D. 1892.

(Seal)

R. M. Crony, Clerk.

Sheriff's Return

And on the 9<sup>th</sup> 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:

Ser. Return	\$ 30
Mileage	2 40
Copy	30
Total	\$ 3 00

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

Received this writ September 3<sup>rd</sup>, A. D. 1892, at 10 o'clock A. M. and served same by delivering a true copy thereof with the endorsements thereon to the within named defendant on the 8<sup>th</sup> day of September 1892.

Thomas Martin, Sheriff.

Answer

6424

Afterward, on the 29<sup>th</sup> day of September, 1892, an Answer was filed with the Clerk of said Court, to wit:

A. J. Murphy

vs.

John Duffy et al

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

Now comes John Duffy, defendant, and for his Answer to the plaintiff's petition says: That on the 28<sup>th</sup> day of April 1892, the real estate in the petition described was sold at public auction by John R. Taylor Administrator of the estate of William Murphy deceased and the plaintiff and this defendant bid said property off for the sum of twenty-six hundred and sixty seven dollars, and on the 5<sup>th</sup> day of May 1892 the said John R. Taylor as such Administrator executed and delivered to the plaintiff and this defendant a deed for said property. The terms of said sale was one-third cash and the balance in two equal annual payments, each payment being the sum of \$1892.

At the time of said sale it was understood between the plaintiff and this defendant that each of them would pay one-half of the down payment and would execute their joint notes and mortgage for the balance. But the said

Entry

6424

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plaintiff failed to raise any money for the down payment and the full \$189.<sup>00</sup> was paid by this defendant to said John R. Taylor, and this defendant and plaintiff executed their joint notes and a mortgage on said premises to secure the said deferred payments amounting to \$1778.<sup>00</sup>

The plaintiff has not paid any sum whatever on said property and has no interest therein except he holds the naked legal title to one-half of said premises.

Since said deed was executed this defendant has made repairs and lasting and valuable improvement on said property amounting to about \$190.<sup>00</sup>

The said property is a small lot with a bath house erected thereon and it cannot be divided by metes and bounds.

This defendant says that said plaintiff is insolvent and that if said property is sold in this action this defendant should in equity be first out of the proceeds of said sale for the cash payment advanced amounting to \$189.<sup>00</sup> with interest from May 5<sup>th</sup> 1892 and for said improvement amounting to \$190.<sup>00</sup> and the said mortgage indebtedness should be paid before any part of the proceeds of said sale should be given to the plaintiff.

This defendant prays that in the event of a sale of said property that his rights may be protected and payment made to him of the money advanced and interest and for said repairs and for all such other relief as may be just.

J. L. Cameron, Attorney for  
John Duffly, Defendant

The State of Ohio,  
Union County ss:

John Duffly defendant being sworn says he believes the fact stated in his foregoing petition to be true.

John Duffly.

Sworn to before me and signed in my presence this 29<sup>th</sup> day of September, 1892.

R. M. Crory, Clerk.

(Seal)

By W. M. Wriget, Deputy.

Afterward, on the 5<sup>th</sup> day of December, 1892, an entry was made on the Journal by the Clerk of said Court.

A. J. Murphy

Journal 16, Page 258

John Duffly et al

And now this cause coming on to be heard upon the petition and answer of John Duffly one of the defendants and the evidence, the Court find that all of the defendants have had legal notice of the pendency and demand of the said petition, and that with the exceptions of those above named 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 petition; that the plaintiff

Duffly.

Summons

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A. J. Murphy has a legal right to the one half thereof, and the defendant John Duffy a legal right to one half thereof; and that the plaintiff is entitled to have partition of said estate made as prayed for in his petition.

It is therefore ordered and adjudged and decreed that partition of said estate be made in favor of all parties in interest, and David Newhouse - - - - - three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the Commissioners above named the cause to be set off and divided to each of the above named parties the parts and proportions of said estate which are severally found entitled.

And is ordered by the Court that if said estate is entire and cannot be divided by metes and bounds that said estate be appraised and so reported. And of his proceedings herein said Sheriff is ordered to make due return.

Afterward, on the 17<sup>th</sup> day of December, 1893, a Writ of Partition was issued by the Clerk of said Court, to wit:

6424 The State of Ohio,  
Union County

To the Sheriff of said County.

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the September Term A. D. 1892, in a civil action therein pending (for partition) wherein A. J. Murphy the plaintiff, and John Duffy et al the defendants, you are hereby commanded, that by the oaths of David Newhouse - - - - - three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union and in the State of Ohio, and in the Village of Magnetic Springs being all of lots "A" & "B" in said village. Bounded on the north by Magnetic Street; on the south by a 16<sup>ft</sup> foot alley; on the west by Rose Street; on the east by Walls John Street, among the persons named herein, and in the following proportions to wit; To A. J. Murphy one equal one-half part; to John Duffy one equal one-half part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money; 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  
Seal. This 17<sup>th</sup> day of December A. D. 1892.

R. M. Leroy, Clerk

Writ of Partition

Sheriff's Return

A. J. Murphy vs. John Duffy  
said Court of Union County  
Service  
Mileage  
Ex. Writ  
Swear  
Report  
Return  
Total  
Comm. fee

Comm. Report

A. J. Murphy vs. John Duffy  
in this County, duly sworn of opinion being to the value at 1892

Entry

A. D. 1892  
was made  
6424 A. J. Murphy vs. John Duffy  
Compare its answer

Answer by Petition

Answer A. J. Murphy vs. John Duffy  
6424 John Duffy  
by leave  
cross-petition  
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Sheriff's Return

And on the 27<sup>th</sup> 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:

Service	30
Mileage	2 40
Exp. Writ	1 20
Swear Com.	1 20
Report. "	50
Return	25
Total	5 85
Comm. fees.	3 00

As commanded by the foregoing writ of Partition, I have executed the same by the oaths of William King, H. M. Fadden and P. H. Lind appraising said premises as will appear by the report of the Commissioners herewith returned. Given under my hand this 26<sup>th</sup> day of December A. D. 1892.

Thomas Martin, Sheriff.

Comm. Report.

A. J. Murphy vs. John Duffy et al  
 Union County ss  
 Court of Common Pleas

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

Given under our hands this 26<sup>th</sup> day of December A. D. 1892.  
 W<sup>m</sup> King  
 H. M. Fadden } Commissioners.  
 P. H. Lind

Entry

Afterward, on the 9<sup>th</sup> day of January, 1893, an entry was made on the Journal by the Clerk of said Court, to wit:  
 6424 A. J. Murphy vs. John Duffy et al  
 Journal 16, Page 277.

Answer by Cross-Petition

Now comes the defendant The Huber Manufacturing Company of Marion, Ohio, and by leave of the Court files its answer and cross-petition herein.

Afterward, on the 23<sup>rd</sup> day of January, 1893, an Answer by Cross-Petition was filed with the Clerk of Court, A. J. Murphy vs. John Duffy et al  
 Court of Common Pleas.

6424

John Duffy et al vs. Union County, Ohio.  
 Now comes the Huber Manufacturing Company and by leave of Court to be made a party herein for answer and cross-petition says: It is a corporation duly organized under the laws of Ohio, and doing business at Marion, Marion County, Ohio. That on the 12<sup>th</sup> day of October 1892 it recovered a judgment before W<sup>m</sup> King, a Justice of the Peace of Leesburg Township, Union County, Ohio, against A. J. Murphy and John Duffy for the amount of forty-six dollars and eighty-five cents and costs taxed at \$3<sup>00</sup>. That on

the 23<sup>rd</sup> day of January 1893, a transcript of said judgment and case was filed in the office of the Clerk of the Court of Common Pleas in and for said County of Union, and was by said Clerk then and there entered on the lien docket of said Court, and is a lien on the premises described in the petition. That no payment has been made on said judgment and the same is still in full force and effect.

Wherefore said The Huber Manufacturing Company pray that said judgment may be paid of the proceeds of sale of said premises in its regular order; that its rights be protected in the premises and for such other relief as is proper.

Gardiner & Miller, Attorneys for  
The Huber Manufacturing Company  
State of Ohio,  
Union County ss:

S. S. Gardiner being duly sworn says he is the Attorney of said The Huber Manufacturing Company, duly authorized on the premises; that said The Huber Manufacturing Company are non residents of Union County, Ohio, and now absent therefrom and have no agent authorized in said this County; that the facts and allegations in the foregoing answer and cross-petition are true as he believes.

S. S. Gardiner.

Sworn to and subscribed before me this 23<sup>rd</sup> day of January, 1893. (Seal) R. M. Leroy, Clerk of Court

Afterward, on the 9<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

6424

A. J. Murphy  
vs.  
John Duffy et al  
Journal 16, Page 275.

This cause come 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, made and returned their appraisalment of said estate at four thousand dollars.

The Court find the said return and proceedings in all respects correct and in conformity to law, 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 therefor 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

6424

Afterward, on the 9<sup>th</sup> day of January, 1893, 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

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Duffy et al  
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Sheriff's Return

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Proof of Publication

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within and for the County of Union at the January Term A. D. 1893 in a certain Petition for Partition, now pending in said Court, wherein A. J. Murphy was plaintiff and John Duffly 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: In the State of Ohio, County of Union, and in the Village of Magnetic Springs, being all of lots "A." & "B." in said Village.

Bounded on the north by Magnetic Street; on the south by a 16 1/2 foot alley; on the west by Rose Street; on the east by Will Johns Street.

Appraised at Four thousand dollars (\$4000<sup>00</sup>); and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the seal of the said Court, (Seal) at Marysville this 9<sup>th</sup> day of January, A. D. 1893. R. Mileroy, Clerk.

And on the 11<sup>th</sup> day of February, 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	\$ 25
Mileage	1 92
Copy to Otr.	25
Return	25
Total	2 67
Printer's fee.	10 40

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

I received this Order of Sale on the 9<sup>th</sup> day of January 1893 and in obedience to the command of the same, I did, on the 11<sup>th</sup> day of January 1893, 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 11<sup>th</sup> day of February A. D. 1893 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 week; and in pursuance to said notice, I did, on said 11<sup>th</sup> day of February A. D. 1893, at the time and place above mentioned, proceed to offer said lands and tenements at public sale. Not sold for want of bidders. Wm. G. Snodgrass, Sheriff.

Afterward, on the 11<sup>th</sup> day of February, 1893, a Proof of Publication was filed with the Clerk of said Court, to wit:

A. J. Murphy | Sheriff's Sale  
vs. | On Partition,

John Duffly 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 11<sup>th</sup>, 1893, 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 Lasburg, County of Union,

Sheriffs Return

Proof of Publication

judgment, Court on, and lien docketed in the said judgment. Company of sale to be proper. Attorney authorized and now in said the fore-believes. day of Court Entry was n of the appointed And it ap to be divided ereof, made ow thousand oceedings refore of. neither of hpraised aid estate herefor the Sheriff re ut success der of Sale cting: non Pleas

and State of Ohio, and bounded and described as follows:  
In the State of Ohio, County of Union, and in the  
Village of Magnetic Springs, being all of lots "A" & "B" in said  
Village. Bounded on the north by Magnetic Street; on the south  
by a 16 1/2 foot alley; on the west by Rose Street; and on the east  
by Will John's Street.

Appraised at \$4000<sup>00</sup>. Terms of Sale, Cash.  
W<sup>m</sup> H. Snodgrass, 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 11<sup>th</sup>, 1893.  
W. O. Shearer

Sworn to and subscribed before me, this 11<sup>th</sup> day of  
February, 1893.  
(Seal) R. Mc Leroy, Clerk.

Alias  
Order of  
Sale

Afterward, on the 11<sup>th</sup> day of February, 1893, an 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, in pursuance of the order of our Court of  
Common Pleas, within and for said County, at the January  
Term thereof A. D. 1893, in a certain Petition for Partition, at  
that time pending in said Court, wherein A. J. Murphy was  
petitioner and John Duffy et al respondents, a writ issued  
out of said Court, on the 7<sup>th</sup> day of January 1893, for the  
sale of the lands and tenements in said petition described  
to wit: In the State of Ohio, County of Union and in the  
Village of Magnetic Springs being all of lots "A" & "B" in  
said Village. Bounded on the north by Magnetic Street  
on the south by a 16 1/2 foot alley; on the west by Rose Street  
on the east by Will John's Street.

And whereas, no sale was had under said order.  
We therefore command you, that you proceed without  
delay to advertise and sell according to the statute regulating  
judgments and executions at law, the said premises above  
described, under the appraisement had under the said for-  
mer order of sale, to wit: Four thousand dollars; and that  
your proceedings in the premises you make known, to our  
said Court of Common Pleas within sixty days from the  
date hereof; and have you then and there this writ.

Witness my hand and the seal of the said Court, this  
11<sup>th</sup> day of February, A. D. 1893.  
(Seal) R. Mc Leroy, Clerk.

Sheriff's  
Return

And on the 7<sup>th</sup> day of April, 1893, 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 to Ctr	25	
Affidavit	25	
Return	25	
Total	2	68
Printer's fee	10	40

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 eighth day of April A. D. 1893, 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.

Not sold for want of bidders.

Wm. G. Snodgrass, Sheriff  
Union County, Ohio.

Afterward, on the 8<sup>th</sup> day of April, 1893, a Proof of the Publication was filed with the Clerk of said Court, to wit:

A. J. Murphy | Sheriff's Sale  
vs. | On Partition,  
John Duffy | Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday April 8<sup>th</sup>, 1893, at or about the hour of One o'clock P. M. on said day, the following described real estate, to wit: Situated in the Township of Leesburg, County of Union, and State of Ohio, and bounded and described as follows: In the State of Ohio, County of Union, and in the Village of Magnetic Springs, being all of lots "A" & "B" in said Village. Bounded on the north by Magnetic Street, on the south by a 16 1/2 foot alley; on the west by Rose Street on the east by Mill John's Street.

Appraised at \$4000. Terms of Sale, Cash.  
Wm. G. Snodgrass, Sheriff Union Co. O.

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 March 8<sup>th</sup>, 1893.

W. O. Shearer.

Sworn to and subscribed before me, this 8<sup>th</sup> day of April A. D. 1893. (Seal) R. Mileroy, Clerk.

Afterward, on the 17<sup>th</sup> day of April, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

A. J. Murphy |  
vs. | Journal 16, Page 376.  
John Duffy et al

It appearing to the Court that the property herein has been two times offered for sale, and not sold for want of bidders, now, on motion of the plaintiff, it is ordered, that a revaluation of said property be made by Samuel Drake

Proof of Publication

Entry

6424

Richard Mayfield and Ransom Watrous, three judicious, disinterested freeholders of the County, whom the Court hereby appoints for that purpose. And that an order issue to the Sheriff of said County commanding him to so re-appraise said property, and to sell the same as heretofore ordered, at not less than two-thirds of the re-valuation.

Order for Re-Valuation and Sale in Partition

Afterward, on the 17<sup>th</sup> day of April, 1893, an Order for Re-Valuation 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, In pursuance of the order of our Court of Common Pleas, within and for said County, at the January Term thereof, A. D. 1893 in a certain Petition for Partition, at that time pending in said Court, wherein A. J. Murphy is Petitioner and John Duffy et al. Respondents, a writ issued out of said Court on the 4<sup>th</sup> day of January 1893, for the Partition of the following described premises, to wit: In the State of Ohio, County of Union, and in the Village of Magnetic Springs being all of lots "A" & "B" in said Village. Bounded on the north by Magnetic Street; on the south by a 16 1/2 foot alley; on the west by Rose Street; and on the east by Will John's Street.

6424

And whereas, upon the Commissioners appointed by the order of the Court as set forth in said writ, reporting their opinion that the said premises could not be divided without manifest injury, together with their estimate of the value of the same, an order of sale issued out of this Court on the 11<sup>th</sup> day of February 1893, under which the said premises were advertised and offered for sale.

And Whereas, no sale being had under said order, the said Court has therefore ordered a re-valuation and sale of the same. We therefore command you, that without delay, by the oaths of Samuel Drake, Richard Mayfield, and Ransom Watrous, you cause said premises to be re-valued at their true value in money, and that you forthwith thereafter proceed to advertise, and sell said premises according to the statutes regulating judgments and executions at law, and under the said re-valuation of said premises.

And the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas within sixty days from the date hereof.

Witness my hand and the seal of said Court, this 17<sup>th</sup> day of April 1893.

(Seal)

R. Mc Leroy, Clerk.

According to the command of the foregoing writ, in this case issued, and on the call of the Sheriff of said County and upon actual view of the premises, we do estimate the value of the same at Three thousand dollars (\$3000.)

Given under our hands this 17<sup>th</sup> day of April 1893. Ransom Watrous, Samuel Drake, Richard Mayfield. } Comm.

A. County which... Ser. White Sum Ap Swear. Notice to Affidavit Mileage Total Appraiser Printers for the Mar and of and ten House of o'clock O lands on the day to said the time and ten and th the sum being to John D. then on and ten

Proof of Publication was file

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A. J. My John D. B Court of sale at on Sat P.M. on and St. the Sta Springs on the alley; o John's S Ap

And on the 20<sup>th</sup> day of May 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Ser. Return	50
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Swear. "	25
Notice to Otr.	25
Affidavit	25
Mileage	2 00
Total	4 53
Appraisers fee	9 00
Printers fee	10 40

The State of Ohio,  
Union County, ss:

In obedience to the command of the order of re-valuation and sale hereto annexed, I did, on the 17<sup>th</sup> day of April 1893 cause the premises described in said order to be revalued at their true value in money and in all respects according to law, by the oaths of the appraisers named in said order, and 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 at the door of the Court House of said County, on the 20<sup>th</sup> day of May, A. D. 1893 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 said 20<sup>th</sup> day of May A. D. 1893, 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 John Duffy who bid for the same the sum of two thousand (\$2000.<sup>00</sup>) dollars, and said sum being two-thirds of the said re-valuation thereof, and said John Duffy being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of two thousand dollars.

W<sup>m</sup> G. Snodgrass, Sheriff.

Proof of Publication

Afterward, on the 20<sup>th</sup> day of May, 1893, a Proof of Publication was filed with the Clerk of said Court, to wit:

A. J. Murphy | Sheriff's Sale  
vs. | On Partition  
John Duffy 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 20<sup>th</sup>, 1893, at or about the hour of One o'clock P. M. on said day, the following described real estate, to wit:

Situated in the Township of Leesburg, County of Union and State of Ohio, and bounded and described as follows: In the State of Ohio, County of Union and in the village of Magnetic Springs, being all of lots A & B in said village. Bounded on the north by Magnetic Street; on the south by a 16<sup>1/2</sup> foot alley; on the west by Rose Street; and on the east by Will John's Street.

Appraised at \$3000.<sup>00</sup>. Terms of Sale, cash.  
W<sup>m</sup> G. Snodgrass, Sheriff.  
Union County, Ohio.

1893.  
Comm.

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 19<sup>th</sup>, 1893.

W. O. Shearer.

Sworn to and subscribed before me, this 20<sup>th</sup> day of May A. D. 1893.  
(Seal) R. M. Leroy, Clerk.

Entry

Afterward, on the 5<sup>th</sup> day of June, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

6424

A. J. Murphy

vs.

Journal 16, Page 410.

John Duffy et al

Now comes the defendant John R. Taylor, Administrator and leave is granted by the Court to file his answer and cross-petition instant, and the same is filed.

Answer

by cross

Petition

of

John R.

Taylor, Admin.

Afterward, on the 5<sup>th</sup> day of June, 1893, an Answer & Cross-Petition was filed with the Clerk of said Court, to wit:  
A. J. Murphy, Plaintiff

vs.

Court of Common Pleas,  
Union County, Ohio.

John Duffy et al. Defendants

Now comes John R. Taylor, Administrator of the estate of William Murphy, deceased and for his answer and cross-petition says: That he was duly appointed and qualified as Administrator by the Probate of Union County, Ohio, on the -- day of -- 1891.

6424

That on the 28<sup>th</sup> day of April 1892 this affiant as Administrator sold at public sale the real estate described in the plaintiff's petition to John Duffy and A. J. Murphy, the plaintiff and defendant in this action for the sum of twenty-six hundred and sixty-seven dollars.

That on the 5<sup>th</sup> day of May 1892 this affiant as administrator executed and delivered a deed to the said John Duffy and A. J. Murphy for said real estate. Terms of sale one third cash, balance in two equal payments due in one and two years cash payment amounting to \$889.<sup>00</sup>

The affiant further says that the said John Duffy and A. J. Murphy executed and delivered to the said John R. Taylor as Administrator their two promissory notes each calling for eight hundred and eighty-nine dollars due in one and two years with six per cent. interest from April 28<sup>th</sup> 1892.

A copy of said notes are hereby attached and made a part of said petition.

The said affiant further says to secure the payment of said notes the said John Duffy and A. J. Murphy executed and delivered their mortgage deed on the premises described in plaintiff's petition and they conveyed to said John Duffy and A. J. Murphy the said premises upon the condition the said plaintiff and defendant pay the notes when

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due otherwise said mortgage to become valid. The condition of the within mortgage have become absolute.

The said mortgage was duly recorded in Book N<sup>o</sup> 31, Page 414 in the Recorder's Office of Union County, Ohio.

The said John R. Taylor says that his claim amounting in all of the two notes to seventeen hundred and seventy eight dollars with six per cent. interest from April 28<sup>th</sup> 1892 which is the first lien upon said premises.

Therefore the said John R. Taylor prays that first out of the proceeds of said sale be paid to him the sum of \$1778.<sup>00</sup> with six per cent. from April 1<sup>st</sup> 1892. And if the purchase money for the sale of said real estate does not pay said affiant's claim after pay-- the costs in said action that he recover a judgment in this Court for any balance that may be due against the said John Duffy & A. J. Murphy and for all other and further relief the equity of the case may demand.

Robinson & Woodburn,

Attorneys for J. R. Taylor, Adm'r.

Copy of notes

" \$889.<sup>00</sup> Marysville, Ohio, April 28<sup>th</sup>, 1892.  
One year after date, we, or either of --- promise to pay John R. Taylor, Administrator of the estate of W<sup>m</sup> Murphy deceased, or order eight hundred and eighty nine dollars with six per cent. interest from date.  
John Duffy  
A. J. Murphy.

" \$889.<sup>00</sup> Marysville, Ohio, April 28<sup>th</sup>, 1892.  
Two years after date, we, or either of us promise to pay John R. Taylor, Administrator of the estate W<sup>m</sup> Murphy deceased, or order eight hundred and eighty nine dollars for value received with six per cent. interest from date.  
John Duffy  
A. J. Murphy.

State of Ohio,  
Union County ss: ||

John R. Taylor being duly sworn says the facts and allegations stated in this his foregoing Answer & Cross-Petition are true as he verily believes.

John R. Taylor.

Sworn to before me and subscribed this 3<sup>rd</sup> day of June 1893.  
(Seal) R. Mileroy, Clerk.

Entry

Afterward, on the 5<sup>th</sup> day of June, 1893, an entry was made on the Journal by the Clerk of said Court, to wit:

6424

A. J. Murphy vs. John Duffy et al | Journal 16, Page 411.

This cause come on for hearing on the petition, the answer of the defendant John Duffy, the answer and cross-petition of the defendant John R. Taylor, Administrator, and

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the evidence and was submitted to the Court. On consideration whereof the Court find there is due to the defendant John R. Taylor Administrator from the defendant John Duffy and the plaintiff A. J. Murphy on the notes set up in the answer and cross-petition of the said John R. Taylor Administrator including the interest to the 5<sup>th</sup> day of June 1893 the sum of eighteen hundred and ninety-five and  $\frac{3}{100}$  dollars

And that to secure the payment of said notes the said defendant John Duffy and the plaintiff A. J. Murphy executed and delivered to said John R. Taylor Administrator their certain mortgage as in the cross petition described on the same premises described in the petition.

The Court further find that said mortgage was duly entered for record and the same recorded in the Records of Mortgages in Union County Ohio, and is the first lien on said premises for the amount so found due.

It is therefore ordered and adjudged by the Court that after paying the costs the Sheriff shall next pay to John R. Taylor Administrator the sum of \$1895. $\frac{3}{100}$  or the balance remaining in his hands to apply on said claim of John R. Taylor Administrator.

Approved: John A. Price, Judge.

Afterward on the 29<sup>th</sup> day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court.

A. J. Murphy

vs.

Journal 16, Page 439

John Duffy 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 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 deed duly executed to convey said premises to the purchaser John Duffy.

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

First: To the Treasurer of Union County \$37.<sup>00</sup> being the taxes due upon said premises.

Second: To the Clerk of this Court the costs of this action including a counsel fee of \$70.<sup>00</sup> to Robinson and Woodburn in all amounting to \$107.<sup>00</sup>

Third: To John R. Taylor, Administrator the residue of the proceeds of said sale the sum of seventeen hundred and ninety-five and  $\frac{3}{100}$  dollars. As to all other matters cause continued

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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, to-wit, on the 9<sup>th</sup> 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 13<sup>th</sup> day of January, 1891, Thomas Hinton filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Orrin Hammond to-wit:

Petition Thomas Hinton, Plaintiff.

In Union County Court of Common Pleas.

vs.

6127 Orrin Hammond, Defendant.

The plaintiff says:

That he is the owner and in possession of the real estate hereinafter described, to-wit: being one acre of land formerly part of the Orrin Hammond farm and situated in Survey N<sup>o</sup>. 12166 in Union Township Union County<sup>24</sup> State of Ohio. Bounded north by the Sabine and Bigelow gravel road; on the easterly side by land in the name of R. G. Dunn; and on the south and west by land of Orrin Hammond.

The plaintiff says that in the year 1875 said Orrin Hammond was the owner of about 100 acres of land of which the above described one acre was a part.

That during said year the said Orrin Hammond sold said one acre tract to his son-in-law Joseph Shank for the sum of sixty dollars which sum was then paid to him, and the said Orrin Hammond in the same year put said Shank in the possession of said one acre tract and agreed to make him a deed for it on demand, saying he would make the deed and deliver it to said Shank the first time he went to town.

The said premises at the time the said Shank took possession was partially cleared but had no other improvements.

That upon receiving possession of said land the said Shank having paid the full consideration therefore with the full knowledge and consent of said defendant erected thereon a comfortable dwelling house, planted out fruit trees and shrubbery and at great considerable expense fitted the said premises up for a home.

The said Shank and defendant jointly constructed a fence around said premises, and the said Shank continued to use and occupy said premises as a home with the full knowledge and consent of said defendant until the month of --- last when he sold out his entire interest to the plaintiff and put the plaintiff in the possession of the same.

The said defendant never executed the deed for said land as he had agreed and although the same was frequently demanded of him by said Shank and this plain-

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plaintiff he put it off by promises to execute it in the future until within the last year he has refused altogether to make said deed, and now threatens to dispossess the plaintiff entirely and to reap the benefits of said consideration and the improvements on said land.

He has served a notice on the plaintiff to leave said premises in three years days and threatens that if he does not do so he will commence an action against him by proceedings in forcible entry and detention before a Justice of the Peace to put him out of possession, and take from him said lands. Plaintiff says that a Justice of the Peace would not have jurisdiction to consider and determine his equitable title to said lands, and that it would cause plaintiff great and irreparable injury to be dispossessed of the same.

The said defendant claims some interest in said land adverse to plaintiff and by reason of his not having executed said deed plaintiff's title is disquieted.

The said plaintiff says that since he has had the possession of said lands he has made some improvements by way of out buildings and that he and those through and under whom he claims, made the improvements with full knowledge of the defendant and upon the faith of his promise to make a deed for the same, and that it would be unjust and inequitable for defendant to dispossess him and refuse to fulfill his said promise.

There is now on said land a comfortable house, several bearing apple trees, grape vines, and other fruit trees bearing. The value of said improvements being much more than the value of the land as it was when defendant sold it.

This plaintiff prays that the said Orrin Hammond may be by the Court here decreed to convey said lands to the plaintiff by deed in fee simple, and that in the meantime he may be enjoined from proceeding against the plaintiff at law to dispossess him, and that if he fails to comply with the decree to be made for a deed then that the said decree operate as such conveyance and for all proper relief. \*

J. L. Cameron, Attorney for Plaintiff.

State of Ohio,  
Union Countyss: |

Thomas Hinton being first duly sworn says the facts stated and allegations made in his foregoing petition are true.  
Tommy Hinton.

Sworn to before me and signed in my presence this  
13<sup>th</sup> day of January 1891.  
(Seal) R. McIlroy, Clerk.

Waiver

\* The issuing and service of Summons is waived, and the appearance of the defendant entered waiving no rights

excepting the entering of appearance in the above case this  
14<sup>th</sup> day of January, 1891.

Robinson & Woodburn,  
Attorney for Defendant.

Answer

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Afterward, on the 17<sup>th</sup> day of January, 1891, an Answer  
was filed with the clerk of said Court, to wit:  
Thomas Hinton | Court of Common Pleas,  
vs. | Union County, Ohio.  
Orin Hammond.

The defendant admits that plaintiff is in possession  
of the land in the petition described and plaintiff claims  
title thereto and the right of possession and that defendant  
notified plaintiff to leave the same. He admits that  
said Shanks and his wife built some buildings thereon  
and possibly planted some trees thereon but neither the build-  
ings or other improvements are valuable and defendant  
has never and does not now claim the buildings and he  
says they are log buildings easily removed.

Defendant denies all the other allegations of said  
petition and says said Shanks and wife is defendant's  
daughter and as a favor to her and at her request defend-  
ant gave to her permission to place said log house thereon  
and promised that she might occupy the same indefinite-  
ly as long as he was satisfied for her to do so and said  
possession was given to her by defendant about 20 years  
ago and she and her husband occupied the same ever  
since until about three months ago when they removed there-  
from and said Hinton moved thereon. The defendant  
does not object to plaintiff removing said buildings.

Defendant denies that he ever in writing agreed  
with said Shanks to convey to him said land.

Defendant denies that said Shanks took possess-  
ion of said premises under any contract with defendant  
to convey to him said premises and denies that any im-  
provements were made by plaintiff or said Shanks under  
any contract with defendant to convey said land to either of  
them and defendant denies that said Shanks ever paid or  
promised to pay defendant for said land eighty dollars or  
any other sum.

And defendant says the said Shanks  
then and ever since has been indebted to defendant and never  
was able to pay the same, and defendant hath paid the  
taxes on said lands ever since said Shanks took possession  
of said land.

Defendant asks judgment against plain-  
tiff for possession of said land and says he is entitled to the  
immediate possession thereof.

Robinson & Woodburn  
Attorneys for Defendant.  
The State of Ohio,  
Union County ss:

Orin Hammond defendant being duly sworn deposes and

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Amended  
Answer

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and says he believes the allegations of the above answer are true.

O. Hammond.

Sworn to before me and signed in my presence this 17<sup>th</sup>

day of January 1891.

(Seal) J. H. Kingrade, Notary Public

Amended Answer

6/2/7

Afterward, on the 13<sup>th</sup> day of October, 1892, an Amended Answer was filed with the Clerk of said Court, to wit:

Thomas Hinton, Plaintiff

vs.

Court of Common Pleas,  
Union County, Ohio.

Orin Hammond Defendant

The said defendant for his Amended Answer to the plaintiffs petition says he denies that the plaintiff is the owner and entitled to the possession of the premises in said petition mentioned and he denies that the defendant in writing sold to the said Joseph Shanks in 1875 or at any other time the land in said petition mentioned and denies that the said Shanks then or any other time paid defendant sixty dollars or any other sum for said land in the petition described and he denies that after the verbal agreement hereinafter mentioned the said Shanks erected any house on said premises or made any of the improvements named in said petition and denies that any improvements have ever been made thereon by said Shanks or the plaintiff as alleged in said petition and denies that said Shanks took possession of said premises under any agreement between him and the defendant in which the defendant was to or agreed to make to him a conveyance for said land and he denies that said Shanks cleared said land and he denies that the said Shanks ever demanded of him a deed for said land and denies that the plaintiff at any time demanded of this defendant a deed for said land.

But the defendant says that said Shanks married defendant's daughter Jane and about the year 1866 but the date the defendant is unable to state with certainty; said Shanks and his family had no home and were living in the house with defendant and in order to provide his daughter with a place to live alone with her family agreed with her that if she and her husband would build a house on a tract of ground in the north-east corner of his farm he would assist them in building the house and would let her use the same as long as she used it for a home but the description of the lot was not mentioned except that it was to be in said corner.

That in pursuance of said agreement which was verbal and not in writing said Shanks and this defendant built a log house thereon near the corner and she and the defendant planted the apple trees that were planted thereon but they are of no value and the first fence to separate the house from the balance of defendant's farm defend-

and built with rails enclosing about two acres which rail fence stood there several years and was afterwards hauled away by the defendant and then a cheap post and board fence was constructed between the lot and the balance of his farm containing about one acre in said corner setting off about one acre making the front thereof along the road about twice as long as the depth thereof back from the said road in the petition described and after that and about that time the said Shanks and defendant agreed verbally and not in writing that if said Shanks would pay to him one hundred dollars but the precise amount defendant cannot state and let defendant have an old horse which said Shanks had he would convey to him one acre south and adjoining the lot so fenced off and which said parties were occupying and which it was the understanding between said Shanks and his wife and the defendant that she would continue to use for her home but the acre so to be sold to said Shanks would and did include but a part of the lot in said petition described and no part of the premises which were fenced off for defendant's daughter was included in the premises so agreed to be sold to said Shanks and a fence was made so as to include the two acres.

And afterwards in the year 1878 about January 14<sup>th</sup> but the defendant is unable to give said date the said Shanks and defendant rescinded their said verbal agreement and made a settlement and the said Shanks fell in debt to said defendant and gave to defendant his promissory note at the time for said balance amounting to the sum of twenty-five <sup>2</sup>/<sub>4</sub> <sup>1</sup>/<sub>2</sub> dollars which is dated January 14<sup>th</sup>, 1874 or 1878 the defendant is unable to designate the figures with certainty and that note was given at the time the said verbal agreement was rescinded and abandoned and said Shanks was paid for said old horse given on said lot and the said Shanks never paid or offered to pay the defendant said balance and if said verbal agreement shall be held binding the said defendant says there is due to him thereon the sum of one hundred dollars with interest thereon from the year 1874 or 1878.

The said defendant says that he at one time offered to make a deed to his said daughter for the one acre in said corner which was about twice as long on the said road as it was extending back but that was not done at the time for want of a description of the lot and was wholly voluntary by him without any consideration and it was about the year 1876 but the exact date defendant cannot state and the defendant says his said daughter moved away from said premises and ceased to make her home on said premises and he refused to make her deed for the part which she occupied and therefore the

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defendant says he is entitled to the possession of said premises and asks judgment therefor.

Robinson <sup>Wm</sup> Woodburn

The State of Ohio,  
Union County, ss:

Attorneys for Defendant.

Orrin Hammond being duly sworn deposes and says he believes the allegations of the foregoing Amended Answer are true.

O. Hammond.

Sworn to before me and signed in my presence this 13<sup>th</sup> of October, 1892.

R. M. Crory, Clerk.

(Seal)

By W. M. Widget, Deputy.

Reply

Afterward, on the 23<sup>rd</sup> day of December, 1892, a Reply was filed with the Clerk of said Court, to wit:

6127

Thomas Hinton, Plaintiff

vs.

In the Court of Common Pleas  
Union County, Ohio.

Orrin Hammond, Defendant

For Reply to the Amended Answer of the defendant the plaintiff says: He denies each and every allegation and averment in said amended answer contained except so far as they are in the petition admitted.

Wherefore the plaintiff prays for the relief demanded in his petition.

W. L. Cameron,  
Attorney for Plaintiff.

The State of Ohio,  
Union County ss:

Thomas Hinton plaintiff being first duly sworn says he believes the facts stated in his foregoing reply to be true.

Tommy Hinton.

Sworn to before me and signed in my presence this 23<sup>rd</sup> day of December 1892.

(Seal)

R. M. Crory, Clerk.

Entry

Afterward, on the 17<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court.

6127

Thomas Hinton

vs.

Journal 16, Page 289

Orrin Hammond

\* This day came the parties and their attorneys and thereupon this cause came on to be heard upon the pleadings and evidence. On consideration whereof the Court being fully advised in the premises finds that the facts stated in the plaintiff's petition are true and that the equity of the case is with him and that the plaintiff is entitled to have his title to said lands quieted as prayed for in his petition.

It is therefore considered, ordered and decreed by the Court that the defendant Orrin Hammond by deed duly executed and delivered convey to the plaintiff the premises in the petition described, to wit: Being one acre out of the north-east corner of said Orrin Hammonds farm in

Survey N<sup>o</sup>: 12166 in Union Township, Union County, Ohio, and bounded on the north by the Sabine and Bigelow road; on the east by land in the name of R. A. Dunn and on the south and west by land of said Orrin Hammond. Said conveyance to be in fee simple.

It is further ordered and decreed that in default of such conveyance for 10 days from this date that this decree operate as such conveyance, and that the title of the plaintiff to said lands be quieted.

It is further ordered that the defendant pay the cost of this proceeding taxed at \$- - and in default of payment that execution issue therefor.

And thereupon defendant gave notice of his intention to appeal to the Circuit Court and the Court fix the Appeal Bond, at \$100<sup>00</sup>

Attest  
A. M. Lenny  
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 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety<sup>th</sup>

Be it remembered that, heretofore, to wit, on the 4<sup>th</sup> day of December, The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Berry Hanawalt

Petition of The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, Plaintiff

vs.  
6294 Berry Hanawalt, Thomas M. Brannon, and Charles W. Smith, Commissioners of Union County, Ohio, and Robert Smith, Treasurer of Union County, Ohio, H. O. Woods, Elizabeth Whiston, Levina Smith, George Richard, S. H. Kilbury, M. P. Guy, and John Guy, Defendants

Union County Ohio  
Court of  
Common Pleas

The plaintiff, The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, avers that it is a corporation organized under the laws of Ohio, Pennsylvania, West Virginia, Kentucky, Indiana and Illinois, and owns and operates a railroad extending across and through Union County in the State of Ohio; that on August 18<sup>th</sup>, 1890, the defendants M. P. Guy filed with the Commissioners of Union County Ohio

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his certain petition, asking for the establishment of a certain County ditch along and upon the following route, to wit:

Commencing on the line between the lands of S.H. Wilbury and M. P. and John Guy in Darby Township, Union County State of Ohio, and part of Q. M. S. N<sup>o</sup>: 3162: thence running south-easterly to the C. St. L. & P. R. R.: thence easterly along said R. R. to the Bridge N<sup>o</sup>: 11 on the lands of Elizabeth Whiston in Jerome Township: thence in a northerly direction 40 rods on the lands of G. M. Rickard, and then terminate if sufficient outlet is obtained, cleaning out, deepening and widening the old ditch, Branch N<sup>o</sup>: 1: beginning on the lands of the C. St. L. & P. R. R. to about 30 rods east of the Unionville gravel road: thence easterly to said Culvert N<sup>o</sup>: 11 cleaning out and deepening same, Branch N<sup>o</sup>: 2, beginning at the intersection of the Unionville and Post road: thence northerly to Branch N<sup>o</sup>: 1 cleaning out, deepening and widening the same; that subsequently to the filing of said petition such proceedings were had by and before the Board of County Commissioners of Union County, Ohio, that the prayer of said petitioner M. P. Guy was granted and the County Ditch (called and known as Guy Ditch N<sup>o</sup>: 306) upon and along the route aforesaid was located, established and constructed, by the Commissioners of said County; that in order to pay the costs and expenses of the location, establishment and construction of said ditch, assessments were made upon the lands of the following persons hereinbefore named as defendants: viz: H. P. Woods, Devina Smith, George Rickard, S. H. Wilbury, M. P. Guy and John Guy.

The plaintiff further avers that at the time of the filing of the said petition, as aforesaid, and ever since, it owned and has owned and operated the line of railroad extending through and across Union County, Ohio, formerly owned and operated by the Chicago, St. Louis & Pittsburg Railroad Company; that no notice of the filing and pendency of the petition of M. P. Guy for the location, establishment and construction of said County ditch, filed with the Commissioners of Union County, Ohio, as aforesaid, was ever served upon this plaintiff, nor was any notice of the filing and pendency of said petition served upon The Chicago, St. Louis & Pittsburg Railroad Company; and this plaintiff avers that it had no actual knowledge of the filing and pendency of said petition, or of the location, establishment and construction of said County ditch until after the same had been located, established and constructed.

It further avers that the Commissioners of Union County, Ohio, have caused an assessment of \$291.<sup>23</sup> to be made upon and against the railroad and lands of this plaintiff, in order to aid in the payment of the costs and expenses incident to the location, establishment and construc-

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tion of said ditch.

And this plaintiff further avers that such assessment is unequal, excessive and unjust; that the railroad owned, used and occupied by this plaintiff, is not and cannot be benefited in any way, directly or indirectly, by the location, establishment and construction of said ditch; that this plaintiff owns no lands or lots that are or that can be benefited in any way, directly or indirectly, by reason of the location or construction of said ditch, and The Chicago, St. Louis & Pittsburg Railroad Company did not own any lots or lands or railroads that was or could be benefited by said ditch.

The plaintiff further avers that the Commissioners of Union County and Robert Smith, Treasurer of Union County, Ohio, are about to proceed to collect the assessment aforesaid off of this plaintiff, and they will unless restrained by the order of the Court, collect such assessment by distraint or otherwise from the plaintiff.

Wherefore, the plaintiff prays that a temporary restraining order may be at once issued by the Court herein restraining the Commissioners of Union County and the Treasurer of Union County, Ohio, and all other persons, from collecting or attempting to collect such assessment off this plaintiff; that each and all of the defendants hereinbefore named may be notified of the pendency and demand of this petition, and that upon the final hearing of this case, the Court will review the assessment made against and upon the lands of the persons whose lands have been assessed to pay the costs and expenses of the construction of such ditch, and that the Court will upon such review, apportion and assess the costs and expenses aforesaid, upon the lands of said defendant according to benefits and as required by law, and that the Court will set aside the assessment so made by the Commissioners of Union County, Ohio, against the railroad and lands of this plaintiff as aforesaid, and will perpetually enjoin each and all of said defendants from collecting or attempting to collect the same, and for such other and further relief as the nature of the case and equity may require.

By Frank Chance, Attorney for Plaintiff

The State of Ohio,  
Champaign County, ss:

Frank Chance, being sworn, says that he is Attorney for the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company a corporation organized under the laws of Pennsylvania, West Virginia, Ohio, Kentucky, Indiana, and Illinois, and that the statements of the foregoing petition are true.

Frank Chance

Sworn to by Frank Chance before me, and by him signed in my presence this 23<sup>rd</sup> day of November A. D. 1891.

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(Seal) Heber Klenaga, Notary Public, Champaign County, Ohio

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To the Clerk:  
Issue Summons and Order of Injunction according to law, endorse "Injunction allowed as prayed against the collection of assessments against plaintiff in Guy ditch n: 306"

A temporary injunction is allowed as prayed for in the within petition, upon the plaintiff giving an undertaking in the sum of \$1000.00 conditioned according to law with security to the satisfaction of the Clerk of Court of Common Pleas of Union County, said injunction to remain in force until the further order of some Judge or Court having jurisdiction.

Done this 4<sup>th</sup> day of December A. D. 1891.

John A. Price, Judge of Court of Common Pleas

Order of Injunction

Afterward, on the 4<sup>th</sup> day of December, 1891, an Order of Injunction was issued by the Clerk of said Court, to wit:

The State of Ohio,  
Union County's Court of Common Pleas of said County.  
The Pittsburg, Cincinnati, Chicago  
& St. Louis Railway Co. Plaintiff  
vs.  
Berry Cranawalt, Thomas M. Brannon  
& Charles W. Smith, Commissioners  
of Union County, Defendants.

To the said defendants Berry Cranawalt, Thomas M. Brannon and Charles W. Smith and Robert Smith Treasurer, H. P. Woods, Elizabeth Whiston, Levina Smith, George Richard, S. H. Hilbury, M. O. Guy, and John Guy.

By an order of this Court made this 4<sup>th</sup> day of December 1891, as appears by the Journal of said Court, you are enjoined from collecting or attempting to collect from the plaintiff the assessment for constructing of said ditch called the Guy ditch n: 306 until the further order of the Court.

Witness my signature and the seal of said Court, this 4<sup>th</sup> day of December A. D. 1891.

(Seal) R. M. Erory, Clerk.

Sheriff's Return

And on the 12<sup>th</sup> 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:

Service	75
Copies	80
Mileage	4 00
Total	\$3 55

Received this writ December 4<sup>th</sup>, 1891, and served the same by delivering personally a true and certified copy of this order to Berry Cranawalt, Charles W. Smith, Thomas M. Brannon, Commissioners of Union County, Ohio, and Robert Smith, Treasurer of Union County, Ohio, on the 7<sup>th</sup> day of December  
Thomas Martin, Sheriff.

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Undertaking for Order of Injunction The Pittsburg, Cincinnati, Chicago, and St. Louis Railway Co. Plaintiff

The Commissioners of Union County Ohio, Robert Smith, Treas. Union County Ohio, H. P. Woods, Elizabeth Whiston, Lavina Smith, George Rickard, S. H. Kilbury, M. P. Guy, John Guy.

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

We bind ourselves to the said defendants The Commissioners of Union County, Ohio, Robert Smith, Treas. of Union County, Ohio, H. P. Guy, Elizabeth Whiston, Lavina Smith, George Rickard, S. H. Kilbury, M. P. Guy and John Guy in the sum of one thousand dollars, that the said plaintiff The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company shall pay to the said defendant the damages they may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted.

December 4<sup>th</sup>, 1891.

Frank Chance

A. Boylan

This undertaking approved by me, this 4<sup>th</sup> day of December, 1891. (Seal) R. M. Leroy, Clerk.

Summons

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Afterward, on the 4<sup>th</sup> day of December, 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 Berry Hananath Thomas M. Brannan and Charles W. Smith Commissioners of Union County, Ohio, and Robert Smith, Treasurer of Union County, Ohio, that they have been sued by the Pittsburg, Cincinnati, Chicago and St. Louis Railway Co. in the Court of Common Pleas of Union County, and must answer by the 2<sup>nd</sup> 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 14<sup>th</sup> day of December A. D. 1891.

Witness my hand and the seal of said Court, (Seal) This 4<sup>th</sup> day of December A. D. 1891.

R. M. Leroy, Clerk.

Indorsed: "In action for Injunction allowed against the collection assessment against plaintiff in the Guy Ditch No. 303"

Sheriff's Return

And on the 9<sup>th</sup> 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

Sheriff's Return.

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Summons

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Mileage	4 00
Copy	80
Total	5 55

Received this writ December 4<sup>th</sup> A. D. 1891, at 10 o'clock A. M. and served same by delivering personally a true and certified copy thereof with the endorsements thereon to each of the within named defendants on the 8<sup>th</sup> day of December 1891.  
Thomas Martin, Sheriff.

Afterward, on the 4<sup>th</sup> day of December, 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 H. P. Woods, Elizabeth Whiston, Levina Smith, George Richard, S. H. Kilbury, M. P. Guy and John Guy, (impleaded with others) that they have been sued by The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company in the Court of Common Pleas of Union County, and must answer by the 2<sup>nd</sup> 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 14<sup>th</sup> day of December, A. D. 1891.  
Witness my hand and the seal of said Court, this 4<sup>th</sup> day of December A. D. 1891.  
R. McCreary, Clerk.

And on the 12<sup>th</sup> 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:

Ser. Return	30
Ad. Dfts.	75
Mileage	3 20
Copies (7)	1 40
Total	5 65

The State of Ohio,  
Union County  
Received this writ December 4<sup>th</sup>, A. D. 1891 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 11<sup>th</sup> day of December 1891 (except Levina Smith who resides in Madison County, Ohio).  
Thomas Martin, Sheriff.

Answer was filed with the Clerk of said Court, to wit:

The Pittsburg, Cincinnati, Chicago  
& St. Louis Railroad, Company. Plaintiff  
vs.  
Berry Branawalt, Thomas M. Brannon, Charles W. Smith, Commissioners of Union County and others. Defendants  
Court of Common Pleas Union County Ohio.

The defendants answer the petition of plaintiff and admits: That plaintiff is a corporation organized as stated and that it operates a line of railroad as alleged and admits that M. P. Guy filed the petition with said Commissioners for the ditch improvements as described in plaintiff's petition, and that the improvements were located,

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established and constructed as alleged and that the assessments were made to pay for said improvements as alleged and that the Treasurer is proceeding to collect said assessments as alleged in plaintiffs petition.

And defendants deny each and every other statement and allegation made in plaintiffs petition.

Proctor by Proctor.

Attorneys for Defendants

M. P. Guy being sworn makes oath that he is one of the defendants in the above entitled case, and that the facts stated in the foregoing answer are true as he believes.

M. P. Guy.

Sworn to by M. P. Guy before me, and signed by him in my presence this 31<sup>st</sup> --- A. D. 1891.

(Seal)

R. M. Crory, Clerk.

Entry  
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Afterward, on the 6<sup>th</sup> day of February, 1891, an Entry was made on the Journal by the Clerk of said Court, to wit: The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, Plaintiff

Berry Branawalt, Thomas Brannan,<sup>any</sup> Charles W. Smith, Commissioners of Union County, Ohio, <sup>vs</sup> Robert Smith Treas. of Union County, Ohio, H. P. Woods Elizabeth Whiston, Levtina Smith, George Rickard, S. H. Mulbury, M. P. Guy and John Guy. Defendants.

Journal 16, Page 312.

This day this cause came on to be heard upon the petition of the plaintiff and the answer of the defendants and the exhibits and testimony of witnesses, and was argued by counsel.

On consideration whereof the Court finds that the assessment of \$291.<sup>23</sup> referred to in plaintiffs petition made upon and against the railroad and lands of the plaintiff to aid in the payment of the costs and expenses of the location, establishment and construction of the County ditch in Union County, Ohio, called and known as Guy ditch No. 306 is unjust and greatly in excess of the benefits accruing to said plaintiff and its railroad and lands, from the location, establishment and construction of said ditch.

And the Court also finds that the plaintiffs railroad and lands ought not to be assessed to a greater extent than the sum of \$100.<sup>00</sup> on the account of the location, establishment and construction of said ditch.

It is therefore ordered, adjudged and decreed by the Court, that said assessment of \$291.<sup>23</sup> against the plaintiffs railroad and lands be reduced to the sum of \$100.<sup>00</sup>; and it is hereby ordered, adjudged and decreed by the Court, that the Treasurer of Union County, Ohio, and each and all of the defendants herein, be and they are hereby forever en-

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joined from collecting or attempting to collect from the plaintiff or off of its property, any part or portion of the said assessment of \$291.<sup>23</sup> save and except the sum of \$100.<sup>00</sup>

And it is also hereby ordered, adjudged and decreed by the Court that upon payment of \$100<sup>00</sup> by the plaintiff to the Treasurer of Union County, the said defendant, the Treasurer of Union County, shall execute and deliver to said plaintiff a receipt in full satisfaction of the assessment against the plaintiff and its railroad and lands on account of the location, establishment and construction of said ditch.

And it is also hereby further ordered, adjudged and decreed by the Court that the plaintiff shall pay its own witness fees herein, and that the residue of the costs herein taxed at \$-- shall be paid one-half by the defendant M. P. Guy and one-half thereof by defendant S. H. Kilbury and notice of appeal having been given by the defendants, the Court fixes the amount of Appeal Bond at \$100.<sup>00</sup>

Approved:

John A. Price, Judge.

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 January, to-wit, on the 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 16<sup>th</sup> day of April, 1892, Charles Crawford filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Clark Spurgeon, to-wit:

Charles Crawford, Plaintiff	In the Court of Common Pleas of Union County, Ohio.
vs. Clark Spurgeon, William Spurgeon, Harriet Spurgeon his wife, Charles Spurgeon, Martha Spurgeon and Anna Spurgeon. Defendants	

Plaintiff has a legal right to, and is seized of an estate for life as husband of Geneva Crawford (formerly Geneva Spurgeon) who was a daughter and <sup>one</sup> of the heirs at law of Elias Spurgeon, deceased, of the undivided one-sixth part of the following real estate.

Situated in the Township of Dover, County of Union

Petition  
 6373

and State of Ohio. Part of Virginia Military Survey 71: 5869 and part of lot number five (5<sup>th</sup>) of the sub-division of said Survey and bounded and described in two tracts, as follows:

1<sup>st</sup> Tract: Beginning at the south-west corner of a tract formerly owned by John Wyant: thence S. 80° 3/4 - N. 118° 1/2 - poles to the south-west corner of said Survey: thence with the west line of said Survey 85 poles and 5 links to Michael Frogle's south-west corner: thence with said Frogle's south line east 118° poles to John Wyant's north-west corner: thence with said John Wyant's west line to the place of beginning, containing sixty-three (63) acres more or less.

2<sup>nd</sup> Tract: Beginning at the south-east corner: thence S. 80° 3/4 - N. 71° 3/4 poles: thence N. 9° - N. 85 poles and 5 links to a stake: thence N. 80° 3/4 - E. 71° 3/4 poles to the north-west corner of land formerly owned by John Moore: thence with said Moore's west line to the place of beginning containing thirty-eight (38) acres, more or less.

The defendant, Ursilla Spurgeon, as widow of said Elias Spurgeon is entitled to dower in said premises.

The defendants Clark Spurgeon, William Spurgeon, Charles Spurgeon, Martha Spurgeon and Anna Spurgeon are tenants in common with plaintiff in said premises, subject to said dower, in the following proportions:

- One-sixth (1/6) belongs to Clark Spurgeon, who is a son of said Elias Spurgeon, and unmarried, and resides in Union County, Ohio.
- One-sixth (1/6) belongs to William Spurgeon, who is a son of said Elias Spurgeon, and who, together with his wife Harriet Spurgeon, reside in Union County, Ohio.
- One-sixth (1/6) belongs to Charles Spurgeon, who is a son of said Elias Spurgeon and unmarried, who resides in Union County, Ohio.
- One-sixth (1/6) to Martha Spurgeon, who is a daughter of said Elias Spurgeon, and unmarried, and who resides in Union County, Ohio.
- One-sixth (1/6) to Anna Spurgeon, who is a daughter of said Elias Spurgeon, and unmarried and who resides in Union County, Ohio.

The said Clark Spurgeon, William Spurgeon, Charles Spurgeon, Martha Spurgeon and Anna Spurgeon have the estate in fee-simple after the termination of the life estate of said plaintiff in the said one-sixth of which he is seized of a life estate.

Since the death of said Geneva Crawford which occurred on the 27<sup>th</sup> day of April A.D. 1891, said property has been in the exclusive possession and enjoyment of the defendants Clark Spurgeon, William Spurgeon, and Charles Spurgeon to the exclusion of the plaintiff.

Wherefore plaintiff further prays an account of

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rents and profits of said estate from the said --- day of --- 18-- until partition be made.

Plaintiff desires to have his interest set off to him in severally, and prays that the dower of said Priscilla Spurgeon may be assigned to her, and that subject thereof partition may be made, or if that cannot be done without manifest injury that such proceedings may be had as are authorized by law.

John M. Brodrick, Attorneys for Plaintiff.

The State of Ohio,  
County of Union ss: |

John M. Brodrick being sworn makes oath that he is the attorney for said plaintiff duly authorized in the premises; that said plaintiff is a nonresident of said Union County, Ohio, and that the facts stated in the foregoing petition are as affiant believes true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 16<sup>th</sup> day of April, A. D. 1892.  
(Seal) R. M. Erong, Clerk of Court.

Afterward, on the 16<sup>th</sup> day of April, 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 Clark Spurgeon, William Spurgeon and Harriet Spurgeon his wife, Charles Spurgeon, Martha Spurgeon and Anna Spurgeon that they have been sued by Charles Crawford in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> 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<sup>th</sup> day of April A. D. 1892.

Witness my hand and the seal of said Court, this 16<sup>th</sup> day of April A. D. 1892.  
(Seal) R. M. Erong, Clerk.

Indorsed: "In action for Partition and accounting for rents and profits."

And on the 25<sup>th</sup> 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:

Sev. Return	30
Ad. Dfts.	75
Mileage	240
Copies	120
Total.	465

The State of Ohio, | Sheriff's Return.  
Union County | Received this writ April 16<sup>th</sup> A. D. 1892, at 10 o'clock A. M. and served same by delivering a true and certified copy of this writ with the endorsements thereon to each of the within named defendants except Charles Spurgeon which service was made by

leaving a certified copy of this writ at his usual place of residence on the 25<sup>th</sup> day of April, 1892.  
Thomas Martin, Sheriff.

Motion

6373

Afterward, on the 30<sup>th</sup> day of June, 1892, a motion was filed with the clerk of said Court, to wit:  
Charles Crawford  
vs.  
Clark Spurgeon  
To the Court of Common Pleas, Union County, Ohio.

Now comes the defendants by their attorneys and moves the court to require the plaintiff to give security for the costs in the above action on the ground that the said plaintiff Charles Crawford is a non resident of said County of Union.

Robinson & Woodburn,  
Attorneys for Defendants.

Entry

6373

Afterward, on the 24<sup>th</sup> day of June, 1892, an entry was made on the Journal by the Clerk of said Court.  
Charles Crawford  
vs.  
Clark Spurgeon et al  
Journal 16, Page 203.

This day this cause came on for hearing on motion of the defendants to require the plaintiff to give security for costs herein.

It is therefore considered and ordered by the Court that said plaintiff give security for costs to the satisfaction of the clerk of this Court within thirty days from this date.

It is further ordered that said defendants plead to said plaintiffs petition within ten days thereafter and cause continued.

Demurrer

6373

Afterward, on the 30<sup>th</sup> day of June 1892, a Demurrer was filed with the clerk of said Court, to wit:  
Charles Crawford Plaintiff  
vs.  
Clark Spurgeon et al Defendants  
Court of Common Pleas Union County, Ohio.

Now comes the defendants and demurs to the petition of the plaintiff on the grounds that said petition only shows the plaintiff is entitled to dower, and is not entitled to life estate in said premises.

2<sup>nd</sup>. That plaintiff is not entitled to partition of said premises.  
3<sup>rd</sup>. The defendants do not resist the assignment of dower which said plaintiff may be entitled to by law.

Robinson & Woodburn,  
Attorneys for Defendants.

Amended Petition

6373

Afterward, on the 14<sup>th</sup> day of September, 1892, the following Amended Petition was filed with the clerk of said Court, to wit:

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Charles Crawford, Plaintiff  
vs.

Clark Spurgeon, William  
Spurgeon, Harriet Spurgeon  
Charles Spurgeon, Martha  
Spurgeon, and Anna Spurgeon  
Defendants

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

Plaintiff has a legal right to and is seized of an estate for life as husband, relict, of Geneva Crawford (formerly Geneva Spurgeon) who was a daughter and one of the heirs at law of Elias Spurgeon, deceased, and as father of Cecil Crawford, who was the sole heir and legal representative of said Geneva Crawford, deceased, of the undivided one-sixth part of the following real estate:

Situated in the Township of Dover, County of Union and State of Ohio, part of Virginia military Survey N<sup>o</sup>. 5869 and part of lot Number five (5) of the subdivision of said Survey and bounded and described in two tracts as follows: 1<sup>st</sup> Tract: Beginning at the south-west corner of a tract formerly owned by John Weyant; thence S. 80<sup>3</sup>/<sub>4</sub> N. 118<sup>1</sup>/<sub>2</sub> poles to the south-west corner of said Survey; thence with the west line of said Survey 85 poles, and 5 links to Michael Fogles south-west corner; thence with said Fogles south line east 118<sup>1</sup>/<sub>2</sub> poles to John Weyants north-west corner; thence with said John Weyants west line to the place of beginning containing sixty-three (63) acres more or less.

2<sup>nd</sup> Tract: Beginning at the south-east corner; thence S. 80<sup>3</sup>/<sub>4</sub> - 71<sup>3</sup>/<sub>4</sub> poles; thence N. 9<sup>o</sup> - 83 poles and 5 links to a stake thence N. 80<sup>3</sup>/<sub>4</sub> - 71<sup>3</sup>/<sub>4</sub> poles to the north-west corner of land formerly owned by John Moore; thence with said Moore's west line to the place of beginning containing thirty-eight (38) acres more or less.

The said Geneva Crawford was seized of an undivided one-sixth of said premises during her coverture with plaintiff.

On or about the 27<sup>th</sup> day of April 1891, said Geneva Crawford died intestate leaving her son, by said plaintiff, Cecil Crawford as her sole heir and legal representative to whom said undivided one-sixth of said premises descended subject to the dower interest of said plaintiff.

On or about the 26<sup>th</sup> day of July 1891, said Cecil Crawford died intestate unmarried and without issue leaving no brothers or sisters, and said one-sixth interest in said lands as above mentioned descended to plaintiff for life.

Said Elias Spurgeon died intestate leaving his widow, Drusilla Spurgeon, who is entitled to dower in said premises.

The defendants Clark Spurgeon, William Spurgeon

Charles Spurgeon, Martha Spurgeon and Anna Spurgeon are tenants in common with plaintiff in said premises subject to said dower in the proportion of one-sixth (1/6) to each of said parties all of whom are sons and daughters of said Elias Spurgeon, deceased, and all of whom reside in Union County, Ohio.

The said Clark Spurgeon, William Spurgeon, Charles Spurgeon, Martha Spurgeon and Anna Spurgeon have the estate in fee-simple after the termination of the life estate of said plaintiff in the said one-sixth of which he is seized of a life estate.

Since the death of said Seneca Crawford as well as the death of said Cecil Crawford said property has been in the exclusive possession and enjoyment of the defendants: Clark Spurgeon, William Spurgeon, and Charles Spurgeon to the exclusion of the plaintiff.

Plaintiff desires to have his interest set off to him in severally, and prays that the dower of said Ursula Spurgeon 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.

Plaintiff further prays an account of rents and profits of said estate from the said 27<sup>th</sup> day of April A.D. 1891.

John M. Brodrick,

Attorney for Plaintiff.

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

Charles Crawford, the plaintiff, being sworn, makes oath that the facts stated in the foregoing amended petition, are, as affiant believes, true.

Charley Crawford.

Sworn to by said Charles Crawford before me, and signed by him in my presence this 14<sup>th</sup> day of September 1892.

(Seal)

R. Milberg, Clerk.

Demurrer

Afterward, on the 14<sup>th</sup> day of September, 1892, a Demurrer was filed with the Clerk of said Court, to wit:

1373

Charles Crawford

vs.

Clark Spurgeon et al

Court of Common Pleas,  
Union County, Ohio.

The defendant demur to the petition of the plaintiff, and for cause of demurrer say said petition does not contain facts sufficient to constitute a cause of action.

Robinson & Woodburn

Attorneys for Defendants.

Afterward, on the 26<sup>th</sup> day of September, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Charles Crawford

vs.

Clark Spurgeon et al

Journal 16, Page 222.

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This day this cause came on to be heard on the demurrer of the defendants to plaintiff's petition herein filed and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do overrule said demurrer.

Thereupon the defendant Drusilla Spurgeon asked and obtained leave to file answer by October 3<sup>rd</sup> 1892.

Answer  
1373

Afterward, on the 3<sup>rd</sup> day of October, 1892, an Answer was filed with the Clerk of said Court, to-wit:

Charles Crawford  
vs. | Court of Common Pleas,  
Clark Spurgeon et al | Union County, Ohio.

The defendant Drusilla Spurgeon for answer to the plaintiff's petition and by way of her cross petition says that she was a daughter of William Green now deceased who during her life time conveyed to her as a deed of gift forty-five and one-half acres situate in Secoto Township in Delaware County, Ohio, and afterwards this defendant and her husband Elias Spurgeon sold and conveyed said 45 1/2 acres of land to Edward Ackerman and with the proceeds of the same purchased the 63 acre tract mentioned in the plaintiff's petition but the deed of conveyance for the 63 acres was taken in the name of Elias Spurgeon her husband who held the same interest for this defendant and continued to hold the same as such up to the time of his decease in March 1865 and the said 63 acres remained in the possession of said Elias and Drusilla Spurgeon as their home (with said 37 acres afterwards purchased) during his life time and since then has remained in the possession of this defendant and the same has ever since it was purchased as aforesaid the property of this defendant though held in the name of Elias Spurgeon in the manner aforesaid.

This defendant claims dower in said 37 acre tract and denies that the plaintiff hath any rights in or to the said 63 acres.

She further says that the house in which she and her husband and family lived up to the time of his death was a loghouse very poor and of but little value on the said 37 acre tract and after the death of her said husband she and her own means built a good frame house on the 63 acres aforesaid at the cost of eight hundred dollars and of the value of eight hundred dollars besides out buildings of cribs and stables all out of her own means. That the said 45 1/2 acres were sold for \$546.<sup>00</sup> on the 8<sup>th</sup> of April 1858 the said 63 acres were bought for \$504.<sup>00</sup> and the said defendant says that if it shall be held by the Court that she is not

entitled to hold said 63 acres lot that her dower ought to be in equity set off to her including said buildings erected by her without taking the value thereof in the division or in case of sale that she be allowed out of the proceeds thereof the value of said buildings.

This defendant prays that the Court order that this defendant hold said 63 acres of land by reason of the premises or in case she be not entitled thereto that her dower be assigned in the manner aforesaid giving to her the benefit of her said buildings and for other proper relief.

The State of Ohio,  
Union County ss:  
Robinson <sup>and</sup> Woodburn  
Attorney for Drusilla Spurgeon.

Drusilla Spurgeon one of the defendants and who files the above answer being duly sworn deposes and says she believes the allegations of the foregoing answer and cross-petition are true.

Drusilla <sup>her</sup> Spurgeon.

Sworn to before me and signed in my presence this 3<sup>d</sup> of October 1892. (Seal) R. M. Leroy, Clerk.

Motion

6373 Afterward, on the 6<sup>th</sup> day of January, 1893, a motion was filed with the clerk of said Court, to wit: Charles Crawford, Plaintiff

In the Court of Common Pleas  
Clark Spurgeon et al. Defendants  
Union County, Ohio.

And now comes the said plaintiff and moves the Court: 1<sup>st</sup> First: To strike out all of said answer from line N<sup>o</sup> 6 beginning with the word "that" to line N<sup>o</sup> 30 inclusive on the 1<sup>st</sup> page thereof. Also from line N<sup>o</sup> 32 beginning with the word "and" on said 1<sup>st</sup> page to line N<sup>o</sup> 1 on the 2<sup>d</sup> page thereof, inclusive

2<sup>d</sup> Second: That said defendant Drusilla Spurgeon be required to make her said answer more specific and certain by setting forth the date when said house, as mentioned on the second page of said answer, was built.

3<sup>d</sup> Third: That said defendant Drusilla Spurgeon be required to separately state and number the different defenses set forth in her said answer.

John M. Brodrick,

Attorney for Plaintiff.

Reply

6373 Afterward, on the 26<sup>th</sup> day of January 1893, a Reply was filed with the clerk of said Court, to wit: Charles Crawford

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

Clark Spurgeon et al  
And now comes the said plaintiff and for reply to the answer of Drusilla Spurgeon herein filed says: That he admits that said defendant is entitled to dower in the premises

described every other

The State of Ohio, Union County

is the said plaintiff and the affiant

(Seal)

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described in plaintiffs petition, and plaintiff denies each and every other allegation in said answer contained.

John M. Brodrick,

The State of Ohio,  
County of Union ss:

Attorney for Plaintiff.

John M. Brodrick, being sworn, makes oath that he is the duly authorized attorney for said plaintiff, that said plaintiff is a non-resident of said Union County, and that the facts stated in the foregoing reply are, as affiant believes, true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 26<sup>th</sup> day of January A. D. 1893.  
(Seal)

R. M. Leroy, Clerk.

Afterward, on the 6<sup>th</sup> day of February, 1893, an Entry was made on the Journal by the Clerk of said Court to wit: Charles Crawford

Entry  
1373

vs.

Journal 16, Page 311.

Clark Spurgeon et al.

This day this cause came on for hearing on the petition, the answer of the defendant Drusilla Spurgeon and the evidence, and the same was argued by counsel and submitted to the Court on consideration whereof the Court find that all of the defendants have had due legal notice of the pendency and demand of the said petition and that, with the exception of said Drusilla Spurgeon they are in default for answer thereto.

Thereupon, the Court further find that the plaintiff and defendants hereinafter named are tenants in common in the estate described in the petition; that the said Drusilla Spurgeon, is entitled to dower therein, and that subject thereto the plaintiff Charles Crawford has a legal right to the one-sixth of said estate for life and the defendants Clark Spurgeon, William Spurgeon, Charles Spurgeon, Martha Spurgeon and Anna Spurgeon each a legal right to the one-sixth part thereof; and that the plaintiff is entitled to have partition made of said premises, as prayed for in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made, and that dower therein be assigned to the said Drusilla Spurgeon, and in such assignment of dower the buildings used by said defendant Drusilla Spurgeon for a dwelling and the barn and out houses used by her in conjunction therewith shall not be considered by the Commissioners hereinafter named; and Charles Kennedy, N. H. Lovells and J. R. Dodge, 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

can not be divided by miles and bounds, the dower of the said Drusilla Spurgeon be assigned by miles and bounds, and that said estate be appraised, subject to such dower interest.

Thereupon said defendant Drusilla Spurgeon gave notice of Appeal to the Circuit Court and on application of defendant Drusilla Spurgeon the Court fix the Appeal Bond at \$100.<sup>00</sup>

Writ of Partition and Dower

Afterward, on the 16<sup>th</sup> day of February, 1893 a Writ of Partition and Dower was filed with the Clerk of Court: The State of Ohio.

Union County ss: To the Sheriff of said County, Greeting: We command you, that without delay, by the oaths of Charles Kennedy, W. H. Lovless and J. R. Dodge you cause to be set off and assigned to Drusilla Spurgeon widow of Elias Spurgeon, 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 Dover, County of Union and State of Ohio, part of T. M. Survey N<sup>o</sup>: 5869, and part of lot N<sup>o</sup>: 5 of the subdivision of said Survey, and bounded and described in two tracts as follows:

1<sup>st</sup> Tract: Beginning at the south-west corner of a tract formerly owned by John Wyant: thence S. 80<sup>3</sup>/<sub>4</sub> - N. 118<sup>1</sup>/<sub>2</sub> poles to the south-west corner of said Survey: thence with the west line of said Survey 75 poles and 5 links to Michael Fogle's south-west corner: thence with Fogle's south line east 118<sup>1</sup>/<sub>2</sub> poles to John Wyant's north-west corner: thence with said John Wyant's west line to the place of beginning containing 63 acres more or less.

2<sup>nd</sup> Tract: Beginning at the south-east corner: thence S. 80<sup>3</sup>/<sub>4</sub> - 71<sup>3</sup>/<sub>4</sub> poles: thence N. 9<sup>o</sup> - N. 85 poles and 5 links to a stake: thence N. 80<sup>3</sup>/<sub>4</sub> - 71<sup>3</sup>/<sub>4</sub> poles to the north-west corner of land formerly owned by John Moore: thence with said Moore's west line to the place of beginning containing 38 acres more or less.

Subject to said dower estate, among the persons named herein and in the following proportions, to wit: To Charles Crawford, one-sixth part; to Clark Spurgeon one-sixth part; to William Spurgeon, one-sixth part; to Charles Spurgeon, one-sixth part; to Martha Spurgeon, one-sixth part; to Anna Spurgeon one-sixth part;

And it is ordered that in assigning dower to the said Drusilla Spurgeon the buildings used by her for a dwelling and the barn and out house in conjunction therewith shall not be considered.

And if, in the opinion of the said Commissioners,

said pro without them to from the her dower order to and for for Part his plain and the by certifi

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Sheriff's Return

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said C. said C. Service Mileage Ex. Writ Swear by Report by Return Total Comm. f - ion the manife all of report

Comm. Report

A. D. 189 Charles Clark and Dr Sheriff ers, aft of the Drussel lands, to wit: and T. 5869 to N<sup>o</sup>: 5869 thence

said premises can not be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same both subject to, and also free from the dower of the said Drusilla Spurgeon and set her dower off by metes and bounds in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition & Dower wherein the said Charles Crawford is plaintiff and Clark Spurgeon et al are defendants; and that your proceedings in the premises you distinctly certify, under your hand to our said Court forthwith

Witness my name and the seal of the Court of the Court of Common Pleas, at the Court House in Marysville this 16<sup>th</sup> day of February A. D. 1893. R. Mileroy, Clerk

By W. M. Kinget, Deputy.

Sheriff's Return

And on the 1<sup>st</sup> day of March, 1893, 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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Report Com.	25
Return	25
Total	3 48
Comm. fee	6 00

As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oaths of W. H. Lovelless, J. R. Dodge, J. Charles Kennedy causing dower to be assigned to Drusilla Spurgeon widow of Elias Spurgeon deceased, and partition to be made of the premises in said writ described; and the said Commissioners being of the opinion that the said premises cannot be divided without manifest injury, I have caused the same to be appraised all of which will more fully appear by reference to the report of the said Commissioners, herewith returned.

Given under my hand this 23<sup>rd</sup> day of February A. D. 1893. Wm. G. Snodgrass, Sheriff. Union County, ss: Court of Common Pleas, In Partition & Dower.

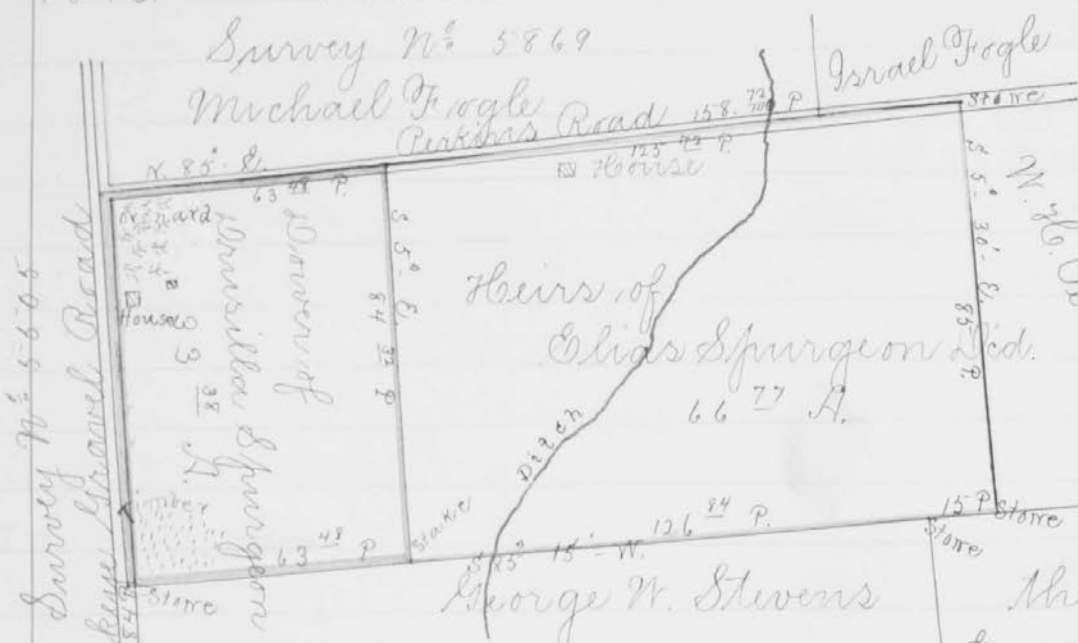
Comm. Report

Charles Crawford vs. Clark Spurgeon et al.

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 Drusilla Spurgeon as her dower estate in the said lands, in said petition described, the following tract to wit: Situate in the County of Union, State of Ohio, and Township of Dover, and being part of Survey N<sup>o</sup>. 5869 bounded and described as follows:

Beginning at a stone south west corner to Survey N<sup>o</sup>. 5869 and in the center of the Buckeye gravel road; thence with said Survey line N. 5<sup>o</sup> W. 84 poles to a stake in

center of the Perkins road and south-west corner to Michael Fogle's land: thence with said Perkins road N. 85° E. 63 7/8 poles to a stake: thence S. 5° E. 84 3/20 poles to a stake in the south line of said Survey N: 5869: thence with said Survey line S. 85° 15' N. 63 7/8 poles to the beginning containing 33 3/20 acres more or less, being the equal one-third part of said estate as per survey made February 22<sup>d</sup> 1893. The whole estate containing 100 1/20 acres.



Survey N: 5499  
 W. H. Perkins: thence with the westerly line of the lands of said Perkins S. 5° 30' E. 85 poles to a stone another corner to said lands in the south line of said Survey: thence with said Survey line S. 85° 15' N. 126 2/10 poles to the beginning containing 66 27 acres more or less.

3<sup>d</sup> Description of the estate of Elias Spurgeon, Deceased, as per Survey February 22<sup>d</sup>, 1893.

Beginning at a stone south-westerly corner to Survey N: 5869 in the center of the Buckeye gravel road: thence with said Survey line N. 5° N. 84 poles to a stake in the center of the Perkins road: thence with said Perkins road N. 85° E. 129 2/10 poles to a stone north-westerly corner to W. H. Perkins land: thence with the westerly line of the lands of W. H. Perkins S. 85° 30' E. 85 poles to a stone another corner to said land in the south line of said Survey N: 5869: thence with said Survey line S. 85° 15' N. 190 2/20 poles to the beginning containing 100 1/20 acres more or less.

And upon actual view of the premises, we are of opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same subject to the said dower estate at two thousand and three dollars (\$2003<sup>00</sup>) including all buildings thereon.

We also estimate the value of the same free from dower and without any buildings at (\$3004<sup>50</sup>) three thousand and four dollars 50/100.

And we estimate the value of the dwelling used by Dorisilla Spurgeon and the barn and out houses at three hundred and ninety (\$390<sup>00</sup>) dollars.

Also the house on the 66 27 acre tract at forty (\$40<sup>00</sup>)

2<sup>d</sup> Tract: Beginning at a stake in the south line of Survey N: 5869 and south-east corner to the dower of Dorisilla Spurgeon: thence with the east line of said dower N. 5° N. 84 poles to a stake in the center of the Perkins road.

thence with said road N. 85° E. 125 7/20 poles to a stone north-westerly corner to the lands of

Entry

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dollars, making a total without dower and including all buildings of (\$3434.<sup>50</sup>) three thousand four hundred and thirty four <sup>24</sup>/<sub>100</sub>.

Given under our hands this 23<sup>rd</sup> day of February A. D. 1893.

Commissioners. { W. H. Lovells  
J. R. Dodge  
J. Charles Kennedy

Total cost \$15.<sup>50</sup>

Afterward, on the 18<sup>th</sup> day of March, 1893, an entry was made on the Journal by the Clerk of said Court, to wit: Charles Crawford

Journal 16, Page 336.

Clark Spurgeon et al.

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

And it appearing from said report that said estate could not be divided by metes and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisal of said estate subject to the dower of the said Drusilla Spurgeon at \$2003.<sup>00</sup> less the value of the buildings which are assigned to said Drusilla Spurgeon; 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 it appearing to the Court that the said Clark Spurgeon, William Spurgeon, Charles Spurgeon, Martha Spurgeon and Anna Spurgeon have elected to take the said estate at its appraised value, and has paid to the Clerk of this Court the costs of this case, and to said plaintiff his proportion of the appraised value of said estate (which the Court finds to be (\$194.<sup>22</sup>) less \$30.<sup>00</sup> allowed to said defendants on expenses etc. paid for the use of Geneva Crawford leaving \$164.<sup>22</sup> paid to said plaintiff) subject to the dower charge of the said Drusilla Spurgeon, is hereby adjudged to the said Clark Spurgeon, William Spurgeon, Charles Spurgeon, Martha Spurgeon, and Anna Spurgeon; and the Sheriff is ordered to execute and deliver a deed to him therefor.

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R. M. Crovy  
Clerk

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Pleas continued and held at the Court House in Marysville 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 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 20<sup>th</sup> day of August 1893 Nelson P. Thompson et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John Stokely et al to-wit:

Nelson P. Thompson vs Michael Cody, Plaintiff

vs

John Stokely, the unknown heirs of John Stokely, deceased, Thomas Stokely, the unknown heirs of Thomas Stokely, deceased, Benjamin Stokely, the unknown heirs of Benjamin Stokely deceased, Elizabeth Conwell, the unknown heirs of Elizabeth Conwell deceased, Mary Davidson, the unknown heirs of Mary Davidson deceased, Lydia Craig, the unknown heirs of Lydia Craig, deceased, Nancy Dickinson, the unknown heirs of Nancy Dickinson deceased, Francis P. Wilson, the unknown heirs of Francis P. Wilson, deceased, Mrs. F. P. Wilson, the unknown heirs of Mrs. F. P. Wilson deceased, Samuel Stokely the unknown heirs of Samuel Stokely deceased, Eliza Cox, the unknown heirs of Eliza Cox, deceased, William Cox, the unknown heirs of William Cox, deceased, Nancy Miller, the unknown heirs of Nancy Miller deceased, Jane White, the unknown heirs of Jane White, deceased, Anaretta Turner, the unknown heirs of Anaretta Turner, deceased, Benjamin Stokely, the unknown heirs of Benjamin Stokely deceased, Mary Smith, the unknown heirs of Mary Smith deceased, Euclid Stokely, the unknown heirs of Euclid Stokely deceased, Hester Dumbak, the unknown heirs of Hester Dumbak deceased, John Stokely, the unknown heirs of John Stokely, deceased, Addison Stokely, the unknown heirs of Addison Stokely, deceased, James Addison Stokely the unknown heirs of James Addison Stokely, deceased, Tecumseh Stokely, the unknown heirs of Tecumseh Stokely, deceased, Penelope Camp, the unknown heirs of Penelope Camp, deceased, Baynes Stokely, the unknown heirs of Baynes Stokely, deceased, Elizabeth Stokely, the unknown heirs of Elizabeth Stokely, deceased, Betty Mitchell, the unknown heirs of Betty Mitchell, deceased, Otho Craig, the unknown heirs of Otho Craig, deceased, Thomas Craig, the unknown heirs of Thomas Craig, deceased, Samuel Craig, the unknown heirs of Samuel Craig, deceased, Prudence Tinnas, the unknown heirs of Prudence Tinnas, deceased, Parmelia Dickinson, the unknown heirs of Parmelia Dickinson, deceased, M. B. Craig, the unknown heirs of M. B. Craig, deceased, Joseph P. Davidson, the unknown heirs of Joseph P. Davidson, deceased, Nancy Smith, the unknown heirs of Nancy Smith, deceased, Elizabeth Williams, the un-

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known heirs of Elizabeth Williams, deceased, Cynthia Miller  
 the unknown heirs of Cynthia Miller, deceased, John Davidson  
 the unknown heirs of John Davidson, deceased, Mary Francis  
 the unknown heirs of Mary Francis, deceased, Hiram Miller  
 the unknown heirs of Hiram Miller, deceased, Shepherd Yates  
 Conwell, the unknown heirs of Shepherd Yates Conwell, deceased,  
 John Conwell, the unknown heirs of John Conwell, deceased,  
 Mary Ewing, the unknown heirs of Mary Ewing, deceased,  
 Cornelia Porter, the unknown heirs of Cornelia Porter, deceased,  
 Eliza Roberts, the unknown heirs of Eliza Roberts, deceased,  
 Samuel Roberts, the unknown heirs of Samuel Roberts, deceased,  
 George Conwell, the unknown heirs of George Conwell, deceased,  
 George Conwell, Jr. the unknown heirs of George Conwell Jr.  
 deceased, Ann Eliza Conwell, the unknown heirs of Ann Eliza  
 Conwell, deceased, David Porter, the unknown heirs of David  
 Porter, deceased, Nelson Porter, the unknown heirs of Nelson  
 Porter, deceased, Conwell Porter, the unknown heirs of Conwell  
 Porter, deceased, Margery Murdock, the unknown heirs of  
 Margery Murdock, deceased, Daniel Murdock, the unknown  
 heirs of Daniel Murdock, deceased, John Vanhook, the unknown  
 heirs of John Vanhook, deceased, Eliza Porter, the unknown  
 heirs of Eliza Porter, deceased, Mary Ewing, the unknown  
 heirs of Mary Ewing, deceased, George Ewing, the unknown  
 heirs of George Ewing, deceased, Nathaniel Ewing, the unknown  
 heirs of Nathaniel Ewing, deceased, Beal Sellman, the unknown  
 heirs of Beal Sellman, deceased, Mountford Stokely, the un-  
 known heirs of Mountford Stokely, deceased, Lucretia C.  
 Stokely, the unknown heirs of Lucretia C. Stokely, deceased,  
 Benjamin Stokely Jr. the unknown heirs of Benjamin  
 Stokely Jr. deceased, William Turner, the unknown heirs  
 of William Turner, deceased, Morgan Savage, Frances Price  
 Maria Price, John Cassil, the unknown heirs of John Cassil  
 deceased, Elizabeth Wood, the unknown heirs of Elizabeth  
 A. Wood, deceased, Polyxena White, the unknown heirs of  
 Polyxena White, deceased, John H. Ewing, the unknown  
 heirs of John H. Ewing, deceased, Elizabeth Beadon, the un-  
 known heirs of Elizabeth Beadon, deceased, James C. Beaden,  
 the unknown heirs of James C. Beaden, deceased, Louisa  
 Wilson, the unknown heirs of Louisa Wilson, deceased, Wil-  
 liam Wilson, the unknown heirs of William Wilson, deceased,  
 James Ewing, the unknown heirs of James Ewing, deceased,  
 Mary Meason, the unknown heirs of Mary Meason, deceased,  
 George Meason, the unknown heirs of George Meason, deceased,  
 Ellen Wallace, the unknown heirs of Ellen Wallace, de-  
 ceased, John H. Wallace, the unknown heirs of John H. Wallace  
 deceased, Maria Veck, the unknown heirs of Maria Veck  
 deceased, James Veck, the unknown heirs of James Veck  
 deceased, John W. Cove, the unknown heirs of John W. Cove de-  
 ceased, Eliza Cove, the unknown heirs of Eliza Cove, deceased,

John H. Miller, the unknown heirs of John Miller, deceased, Ann  
 Miller, the unknown heirs of Ann Miller, deceased, Hiram  
 White, the unknown heirs of Hiram White, deceased, Mary  
 Stokely, the unknown heirs of Mary Stokely, deceased, Esther  
 Dunlap, the unknown heirs of Esther Dunlap, deceased, John  
 M<sup>r</sup>. Cullough, the unknown heirs of John M<sup>r</sup>. Cullough, deceased,  
 Pamela M<sup>r</sup>. Cullough, the unknown heirs of Pamela M<sup>r</sup>.  
 Cullough, deceased, Beoni Tecumseh Stokely, the unknown heirs  
 of Beoni Tecumseh Stokely, deceased, Theodore Smith, the unknown  
 heirs of Theodore Smith, deceased, Thomas Smith, the unknown  
 heirs of Thomas Smith, deceased, Warrick Smith, the unknown  
 heirs of Warrick Smith deceased, George B. Hurty, the un-  
 known heirs of George B. Hurty, deceased, Julia Hurty, the  
 unknown heirs of Julia Hurty, deceased, James Hurty, the  
 unknown heirs of James Hurty, deceased, Mary D. Thompson,  
 the unknown heirs of Mary D. Thompson, deceased, Joseph  
 B. Smith, the unknown heirs of Joseph B. Smith, deceased,  
 John Smith, the unknown heirs of John Smith, deceased,  
 Robert Francis, the unknown heirs of Robert Francis, deceased,  
 Elizabeth Roberts, the unknown heirs of Elizabeth Roberts de-  
 ceased, William Roberts, the unknown heirs of William  
 Roberts, deceased, Eli<sup>s</sup>. Crowell, the unknown heirs of Eli<sup>s</sup>.  
 Crowell, deceased, Ben Stokely, the unknown heirs of Ben  
 Stokely, deceased, --- Carter wife of Joseph Carter, whose given  
 name is unknown, --- Steed wife of J. M. Steed whose given  
 name is unknown, --- Southgate wife of James Southgate  
 whose given name is unknown, Ben Gilbert Allen, the  
 unknown heirs of Gilbert Allen, deceased, Mary M. Beeson, the  
 unknown heirs of Mary M. Beeson, deceased, William Craig  
 the unknown heirs of William Craig, deceased, George W.  
 Camp, the unknown heirs of George W. Camp, deceased, John  
 Crowell Jr., the unknown heirs of John Crowell Jr. deceased,  
 William Cubbison, the unknown heirs of William Cubbison  
 deceased, Elizabeth N. Cubbison, the unknown heirs of Eliza-  
 beth N. Cubbison deceased, George S. Craig, the unknown  
 heirs of George S. Craig, deceased, John S. Craig, the unknown  
 heirs of John S. Craig, deceased, J. D. Craig, the unknown  
 heirs of J. D. Craig, deceased, Ann Dickinson the unknown  
 heirs of Ann Dickinson, deceased, Elizabeth Ann Dickerson,  
 the unknown heirs of Elizabeth Ann Dickerson, deceased,  
 Elvira Dickerson, the unknown heirs of Elvira Dickerson de-  
 ceased, Ann M. Davidson, the unknown heirs of Ann M.  
 Davidson deceased, Elizabeth Dene, the unknown heirs of  
 Elizabeth Dene, deceased, Albert Dene, the unknown heirs of  
 Albert Dene, deceased, Isaac Davenport, the unknown heirs  
 of Isaac Davenport, deceased, Davenport<sup>3</sup> Allen, Thomas  
 Davidson, the unknown heirs of Thomas Davidson, deceased  
 Newton L. Huffy, the unknown heirs of Newton L. Huffy, de-  
 ceased, Elizabeth C. Huffy, the unknown heirs of Elizabeth C.

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Hufty, deceased, Jeremiah Kourty, the unknown heirs of  
 Jeremiah Kourty, deceased, Ann P. Legburn, the unknown  
 heirs of Ann P. Legburn, deceased, Alfred Legburn, the un-  
 known heirs of Alfred Legburn, deceased, William R. Lloyd,  
 the unknown heirs of William R. Lloyd, deceased, Jane S.  
 Lloyd, the unknown heirs of Jane S. Lloyd, deceased, Robert  
 Means, the unknown heirs and devisees of Robert Means, deceased,  
 Amanda H. Mather, the unknown heirs of Amanda H. Mather  
 deceased, Sarah C. Mather, the unknown heirs of Sarah C.  
 Mather, deceased, Samuel R. Mather, the unknown heirs of  
 Samuel R. Mather, deceased, Resen Parks, the unknown heirs  
 of Resen Parks, deceased, Nancy Parks, the unknown heirs  
 of Nancy Parks, deceased, William Price, the unknown heirs  
 of William Price, deceased, Lucy Price, the unknown heirs of  
 Lucy Price, deceased, William D. Price, the unknown heirs of  
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 the unknown heirs of Jacob Shinnaberry, deceased, Elmira  
 Shinnaberry, the unknown heirs of Elmira Shinnaberry  
 deceased, Lynne Starling, the unknown heirs and devisees  
 of Lynne Starling, deceased, Silas H. Strong, the unknown  
 heirs of Silas H. Strong, deceased, David Milford, Morgan  
 Savage, Thomas Dickinson, the unknown heirs of Thomas  
 Dickinson, Mary Armstrong, the unknown heirs of Mary  
 Armstrong, deceased. Defendants.

For a cause of action against the said defend-  
 ants the plaintiff Nelson P. Thompson says that he is  
 seized in fee-simple and is in the actual possession of  
 the following described real estate in which the said defend-  
 ants claim an estate and interest adverse to the plaintiff  
 to-wit: Situated in Dover Township, Union County,  
 Ohio, and part of Virginia Military Survey No. 5-5-04.  
 Beginning at a stone, the north-east corner of  
 said Survey where the Blue Creek and Dover road  
 crosses the Waldo road: thence with the center of the  
 Blue Creek and Dover road S. 10° E. 354 <sup>7</sup>/<sub>100</sub> poles to a  
 stone being the south-east corner of the survey: thence  
 with the south line of said Survey S. 81 <sup>1</sup>/<sub>2</sub>° - W. 83 <sup>1</sup>/<sub>100</sub> poles  
 to a stone: thence N. 10° - W. 356 <sup>7</sup>/<sub>100</sub> poles to a stone in the  
 center of the Waldo road and north line of the Survey:  
 thence with the center of the Waldo road and north line  
 of the Survey N. 83 <sup>1</sup>/<sub>2</sub>° - E. 83 <sup>1</sup>/<sub>100</sub> poles to the place of beginning  
 containing 184 <sup>7</sup>/<sub>100</sub> acres more or less, excepting one acre  
 in the north-east corner used as a grave-yard.  
 And the said Michael Body for a cause of action

against the said defendants says that he is seized in fee simple and is in the actual possession of the following described real estate in which the said defendants claim an estate and interest adverse to the plaintiffs to wit: Situated in Dover Township, Union County, Ohio, and part of said Virginia Military Survey N<sup>o</sup>: 5504.

Beginning at a stake north-west corner of said Survey and at the intersection of the Steam Mill and Blues Creek road with the Waldo road: thence S.  $8^{\circ}4'$  - E. with the center of said Steam Mill and Blues Creek road  $125^{\frac{2}{100}}$  poles to a stake: thence N.  $73^{\frac{1}{2}}$  - E. 168 poles to a stake in the west line of J. and N. P. Thompson's land: thence with the west line of said land N.  $10^{\circ}$  - W.  $125^{\frac{2}{100}}$  poles to a stake in the center of the Waldo road and north line of said Survey: thence with the center of the said Waldo road and north line of said Survey S.  $83^{\frac{1}{2}}$  - W.  $163^{\frac{7}{100}}$  poles to the beginning containing  $129^{\frac{7}{100}}$  acres more or less, but subject to all highways.

The said Nelson P. Thompson, plaintiff says that he derives title to the undivided one-half of the  $183^{\frac{2}{100}}$  acre tract above described by deed of general Warranty from Morgan Savage and Margaret Savage, his wife, dated October 21<sup>st</sup>, 1872 to the said Nelson P. Thompson and James Thompson, said deed recorded in Volume 38, Page 460 Union County Deed Records and that he, said plaintiff, derives title to the other one-half of said land by deed from the Sheriff of Union County, Ohio, under proceedings in partition of the land of said James Thompson, now deceased, among his heirs, in the case of Mary L. Rogers et al vs. Robert W. Thompson et al. being Case N<sup>o</sup>: 5973 in the Common Pleas Court of Union County Ohio, which deed is dated August 26<sup>th</sup>, 1891 and recorded in Volume 68 Page 367 of the Deed Records of said County.

The plaintiffs further say that said Survey 5504 of 428 acres by the original Survey made July 30<sup>th</sup> 1807 but found to contain more land by subsequent re-surveys and containing the lands above described, was granted by the United States by patent bearing date August 8<sup>th</sup>, 1822 to said John Stokely first named knowned as Col. John Stokely, and Daniel Ball, Executor of and devisee in trust under the Will of Robert Means, deceased, in the proportion of  $156^{\frac{2}{3}}$  acres to said Ball and the remainder to said Stokely.

A duly authenticated copy of the record of said patent is in the General Land Office at Washington D. C. <sup>3/4</sup> is recorded in the deed records of Union County Vol. 21, Page 210.

But plaintiff says that said William Price had an equitable interest in said Survey at the time said patent was issued and after the death of said Price in

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1808, the said Daniel Ball brought suit against his heirs, viz: William D. Price, Alexander Price, James P. Price, John H. Price, and Anna Price, children, and Lucy Price, widow in the Superior Court of Chancery held at Richmond Virginia, in which he set forth in his petition that said Means and William Price deceased, were concerned in a large amount of land in Ohio, including Survey 5-504, and asking that said concern might be settled and afterwards such proceedings were had in said suit that said lands were ordered to be divided between the said Ball as Executor and the said heirs of William Price, deceased, and Commissioners were appointed to carry said decree into effect who afterwards made their report allotting certain lands including the interest of Means in Survey 5-504 to said heirs, which allotment was afterwards duly confirmed by said Court and said Executor of the Will of Means was ordered to convey said lands to said heirs.

And afterwards on the 6<sup>th</sup> of May 1822, said Daniel Ball, as such Executor and devisee by deed of that date conveyed all the interest of Robert Means in said lands to said William D. Alexander P. James P. John H. and Ann Price in fee simple, in obedience to said orders and decrees which deed was filed for record in Union County November 20<sup>th</sup>, 1823 and recorded in Vol. 1 Page 237 of Deed Records.

The settlement of said concern by said proceedings and orders was just and equitable between the parties and has never been questioned and should be confirmed.

Plaintiffs further say that afterwards, to wit, on the 2<sup>nd</sup> of November 1822 Lucy Price widow, and William Duval the duly qualified Administrator of the estate of William Price deceased, and William D. Price the two last named as Commissioners for the purpose, by authority of proceedings and orders of the Henrico County Court of Virginia to sell the real estate of said decedent to pay the debts of his estate, conveyed the said Survey 5-504 to Joseph Carter in fee simple, by deed of that date recorded in Union County Deed Records Vol. 1 Page 256 which conveyance was afterwards held to be valid as to the undivided 3<sup>rd</sup> interest of William P. Price by the Supreme Court of Ohio, in the suit of Beall et al vs. Price et al reported in 13 O. R. Page 348.

Plaintiffs say that the said Carter and those holding under him including these plaintiffs have been in the actual possession and occupancy of said land, and used and improved the same and paid the taxes thereon as their own ever since the date of said deed and that those under whom plaintiffs hold have duly acquired all the interest of said Price heirs in said

land as hereinafter stated.

Said Carter sold and conveyed said land by deed of general warranty in fee-simple in parcels to different persons in severally as shown in plat marked "A" hereto attached and made part of this petition.

In the deed to Lucy Price recorded in Vol. 5 Page 344 of the lot shown in her name on plat "A" there is a defect in the description of the land, but said Carter attempted to and intended to convey the lot as thereon shown.

And in the deed to Davenport & Allen recorded in Vol. 2 Page 292 Union County Deed Records, of the 71 acre lot shown in their names in said plat, the said persons were partners and their names were Isaac Davenport and Gilbert Allen and said deed should be corrected accordingly.

Afterwards by mesne conveyances through successive grantees from said Carter said Silas G. Strong, defendant, became possessed of and acquired title to said Survey except the 50 acre lot in name of Phelps in Plat "A" all of which conveyances and deeds are on record in Union County except the deed from Dyer Starling and Starling his wife to said Strong dated 1834 for the 200 acres shown on said plat in the name of Lucy Price which deed was duly made, executed, acknowledged and delivered by said Starling and wife to said Strong but was never recorded and is now lost and cannot be found and by reason of its loss a break occurs in plaintiffs chain of title.

Said Silas G. Strong also bought said 200 acres at tax sale for taxes due in the year 1828 and 1829 and on the 21<sup>st</sup> of February 1837 Levi Phelps, as Auditor of Union County, Ohio, conveyed the same to him by deed of that date recorded in the Deed Records of Union County, Ohio, Vol. 5, Page 482 and said land was then and has ever since remained in the possession of said Strong and those holding under him, who have paid all taxes assessed against the same.

Afterwards the said Silas G. Strong and Maria B. Strong, his wife, by deeds of general warranty sold and conveyed said Survey excepting the Phelps lot of 50 acres on plat "A" in severally as follows:

To John Williams 59 acres by deed dated March 20<sup>th</sup> 1846 and recorded in Volume 10, Page 152 and 170 acres by deed dated August 23<sup>rd</sup>, 1846 recorded in Volume 10 Page 306.

To Beal Sellman 164 acres by deed dated April 16<sup>th</sup>, 1838 and recorded in Volume 6, Page 435.

To James Reynolds 50 acres by deed dated August 25<sup>th</sup> 1838 and recorded in Volume 6, Page 508.

To Ebenzar Mather 24 acres by deed dated August 25<sup>th</sup> 1838 and recorded in Volume 7 Page 111.

The said John Williams had also acquired the title

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to the 50 acre Phelps lot by deeds which are all of record in said County. The tract so conveyed to said Sellman, Reynolds, Mather and Williams are shown on plat hereto attached marked "B" and made part of this petition.

Plaintiffs say that the said Beal Sellman and Sellman his wife on the -- day of -- 18-- the exact date unknown by deed conveyed all their interest in said 164 acres shown in his name on plat "B" to John Cassil; that such conveyance was in due form in execution and acknowledgement and was delivered to said Cassil, but the same was never recorded in Union County, Ohio, and is now lost and cannot be found and by reason of its loss a break occurs in plaintiff Thompsons chain of title.

And the said James Reynolds and Reynolds his wife on the -- day of 18-- exact date unknown by deed duly executed acknowledged and delivered conveyed to said John Cassil the 50 acres shown on plat "B" in the name of said Reynolds, but said deed was never recorded in Union County and is lost and cannot be found whereby a break occurs in plaintiff Thompsons chain of title.

And the said Amanda H. and Sarah L. Mather, devisees under the will of said Ebenezer Mather deceased, of the 24 acre lot in his name on "Plat B" and Samuel R. Mather and Mather his wife who had or claimed some interest in said lot under a deed from Darius C. Mather and Amanda H. Mather his wife dated May 15<sup>th</sup> 1854 and recorded in Volume 18 Page 126 Deed Records of said County, did on the -- day of -- 185-- exact date unknown convey said 24 acres to said Alexander R. Bowen which deed was never recorded in said County and is lost and can not be found and by said County reason of its loss a break occurs in plaintiff Thompsons chain of title.

Plaintiffs further say that the said Alexander Price died intestate unmarried and without issue long prior to 1830 and his interest in said land descended to his brothers and sisters William D. James P. John H. and Ann married to Alfred Luyburn all of whom have conveyed all their interest in said lands to those under whom the plaintiffs hold title, except the said William D. Price who has not conveyed any interest he may have inherited from said Alexander Price by any deed of record in said County of Union but he has asserted no claim to said land for more than seventy years and any he might have made is now barred.

Plaintiffs further aver that the said Col. John Stokely, one of the patentees of said Survey, died many years ago intestate and never having been married, leaving as his heirs two brothers and four sisters as their

legal representatives, viz: Benjamin Stokely, Thomas Stokely, Elizabeth Stokely intermarried with John Crowell, Mary Stokely intermarried with Thomas Davidson, Lydia Stokely intermarried with William Craig, and Nancy or Ann Stokely intermarried with Thomas Dickinson.

The said Benjamin Stokely on the 14<sup>th</sup> of December 1824 duly executed acknowledged and delivered to said Samuel Stokely defendant his deed by which he conveyed to said Samuel all his right, title, and interest in the estate of his brother John Stokely, deceased, and said deed was filed for record in Union County, Ohio, September 23<sup>rd</sup> 1857 and recorded in Volume 21 Page 235 of Deed Records which deed was made by Ben Stokely, but the plaintiffs say that the said grantor was the identical Benjamin Stokely, brother and heir of Col. John Stokely and as such entitled to a  $\frac{1}{2}$  interest in his estate and said deed is imperfect in that it does not state a consideration nor fully described the lands herein, but plaintiffs say that said Samuel Stokely paid said Benjamin a full and valuable consideration for his entire interest in said estate and the intention and purpose of said Benjamin was to convey to him his interest therein including the lands herein described by said deed.

The said Lydia Craig, then unmarried, on the 1<sup>st</sup> of September 1824 conveyed all her interest in the estate of her brother Col. John Stokely to her son Thomas Craig by deed duly executed acknowledged and delivered to said Thomas Craig November 1<sup>st</sup>, 1824 and filed for record in Union County June 2<sup>nd</sup>, 1854 and recorded in Volume 17, Page 570, and David Milford acquired all the interest of said Thomas Craig by conveyances recorded in Volume 17, Page 571 and 580.

The plaintiffs further say that on the 21<sup>st</sup> of June 1848 a large number of the heirs of said Col. John Stokely commenced an action in ejectment in this Court against the said John Williams, Beall Selman, James Reynolds and Ebenezer Mather who were then the occupying claimants of the whole of said Survey and by the consideration of this Court, a part of the complainants therein afterwards, to wit August 14<sup>th</sup>, 1850 recovered a judgment and order against said defendants for the undivided  $\frac{1}{3}$  of the interest of said John Stokely in said Survey being the undivided  $\frac{137}{42}$  of the premises in such proportion as each one had been found by the Court entitled and thereupon the said defendants asked to be allowed the benefit of the Statute for the relief of occupying claimants which was granted by the Court and proceedings thereunder were duly had and on the 20<sup>th</sup> of November 1850, the Jury having reported as acquired by the Statute, the plain-

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tiffs moved the Court to enter their election to take the appraised value of the lands, each party in the proportion in which he was found entitled as aforesaid.

The record of said case is found in Volume 6, Page 1 et sequentes of the complete record of this Court.

Plaintiffs say that the following defendants herein who were plaintiffs in said action in ejectment, viz: Yates Stokely, Conwell, John Stokely, James Addison Stokely, Elizabeth Williams, Benjamin Stokely, Euclid Stokely, Baques Stokely, Shephard Conwell, John Davidson, Nathaniel Ewing, John Ewing, James Ewing, James Keck, Maria Keck, his wife, David Porter, Yates S. Conwell, Nelson Porter, Conwell Porter, and Eliza Porter his wife, who were found by the Court to have an interest in said Survey, together with a large number of others, heirs of said Col. John Stokely hereinafter named and all defendants herein conveyed all their interest in said Survey 5-5-04 by direct and mesne conveyances to David Mulford which are recorded in the Union County Deed Records as follows: Volume 17, Page 571, Volume 17 Page 575, Volume 17, Page 580, Volume 17, Page 582, Volume 19 Page 508, Volume 21, Page 214, Volume 21, Page 248, Volume 21 Page 248, Volume 28, Page 417, Volume 21 Page 214, Volume 21 Page 243, Volume 28 Page 417.

And the following defendants herein who were plaintiffs in said action in ejectment but who were not found by the Court to have an interest in said lands were grantors in said deeds to said Mulford, viz: William Turner and Anaretta Turner, his wife, Ester or Hester Dunlap, Benoni Tecumseh Stokely, Hiram Miller and Cynthia Miller his wife, John Smith, William Roberts, Samuel Roberts, Elizabeth Roberts his wife, Frances P. Wilson, John H. Miller and Ann Miller, his wife, George B. Knitz, Jeremiah Knitz, Julia Knitz, Mary D. Thompson, and the following defendants herein who were plaintiffs in said action in ejectment and who were found by the Court to have an interest in said lands viz: Robert Francis and Mary Francis his wife, George Ewing, William Wilson and Louisa Wilson his wife, George Meason and Mary Meason, his wife, John H. Wallace and Ellen Wallace his wife and Ann C. Conwell have not sought to enforce any claim or lien upon said land or to recover any interest therein for more than twenty-one years and have abandoned all claim upon or interest therein for more than twenty-one years.

Plaintiffs say that the remaining plaintiffs in said ejectment suit, viz: John W. Cove and Eliza Cove his wife, Mary Stokely, John M. Cullough and O. M. Cullough his wife, Theodore Smith, Warrick Smith, David Murdock, Prudence Murdock, Margery V. Porter, were not found by the Court to have any interest in said land; that said decree

has never been reversed or modified and that they after the decision therein abandoned all claim to any interest in the said premises more than twenty-one years ago.

Plaintiffs say that the remaining defendants including the unknown heirs have all released their interest in said lands in the conveyances to David Mulford above referred to or have abandoned the same for more than twenty-one years.

Plaintiffs further say that the estate of John Stokely, William Price, and Benizar Mather and Robert Means have long been settled in full.

Plaintiffs say that the said David Mulford conveyed said lands to Morgan Savage grantor of these plaintiffs by deed of general warranty on the 12<sup>th</sup> of September 1857 which deed was filed for record September 18<sup>th</sup> 1857 and recorded in Volume 21, Page 226 Union County deed records, but plaintiffs say there is a paper of record dated June 20<sup>th</sup> 1856 purporting to be a deed from said David Mulford as Attorney in fact for a number of the heirs of said John Stokely, all of whom are defendants herein to said John H. Price for the undivided  $\frac{1}{2}$  of the interest of the grantors in said Survey recorded Volume 20 Page 402 but there is no acknowledgement attached to the record of said paper and the same was never executed or acknowledged by said Mulford as Attorney or otherwise and was never delivered to said Price and plaintiffs title should be quieted against said Price and his heirs claiming any interest in said land on account of the same.

That in the conveyance from Joseph Carter to Lucy Price recorded in Volume 5 Page 344 and from Silas H. Strong and wife to John Williams recorded in Volume 10 Page 306 which has only one witness; and from John Williams and Christiana P. Morgan Savage recorded in Volume 20, Page 130 in which name of Christiana Williams by error of the scrivener who drafted the deed is written "Christian Williams" and which she signed by mark in same manner, and in deed from Samuel Ross and Elizabeth Ross his wife recorded in Volume 19 Page 397 to John Williams and Christiana Williams in which the name of Christiana was written "Christian" by error of the scrivener who drafted the deed, and in the power of attorney from Alfred Leyburn and Ann P. Leyburn his wife to John H. Price, recorded in Volume 7 Page 112, and in the power of attorney from David Porter and others to David Mulford recorded in Volume 17 Page 571 in the record of which by error of the Recorder, the signature is written "David Price" instead of "David Porter" and in the deed from Morgan Savage and wife to Alexander R. Bowen recorded in Volume 21, Page 231, and in deed from

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Addison S. Clark and wife to Morgan Savage recorded in Volume 22 Page 636, and in deed from John Cassil and wife to Alexander R. Bowen recorded in Volume 21, Page 231 and in deed from Abraham Wiley, Sheriff of Union County to Morgan Savage recorded in Volume 23, Page 19 in the record of which by error of the Recorder the name of the grantor is written "William Wiley" instead of Abraham Wiley, and in the deed from Silas G. Strong and Maria Strong his wife to James Reynolds, recorded in Volume 6 Page 508, and in the deed from Penelope Camp and others to Morgan Savage recorded in Volume 21 Page 226 in which the name of said grantor by error of the scrivener who wrote the deed is written "P. Drymale" instead of Penelope, each, and all of them have errors in form and in record and description of the lands therein conveyed, that such conveyances were intended to convey and describe parts of the said lands now owned by plaintiffs.

In the deed from John H. Price in his own right and as attorney in fact for James P. Price and Frances Price his wife and Alfred Legburn and Ann P. Legburn his wife to Joseph M. Steed recorded in Volume 19, Page 465 by error and mistake the name of said Frances Price was omitted therefrom but it was her intention that her dower interest should be released as authorized in her power of attorney to said John H. Price recorded in Volume 9 Page 615 and plaintiffs title should be quieted against her, and the date of the acknowledgement in said Clark deed is blank by error of the scrivener who drafted the same but it was duly acknowledged on the 23<sup>rd</sup> day of April 1851; and in the deed from said J. M. Steed to Morgan Savage by John H. Price his attorney in fact dated January 30<sup>th</sup>, 1856 and recorded in Volume 20 Page 197 and in the power of attorney from said Steed to said Price recorded in Volume 19<sup>th</sup>, Page 465 no wife joins with said Steed, and in the deed from James Southgate to Loyne Starling dated December 31<sup>st</sup> 1834 and recorded in Volume 4 Page 411; and in the deeds from Joseph Carter in which he conveyed the whole of said Survey in fee simple by deeds of general warranty as aforesaid as follows: 200 acres to Lucy Price October 7<sup>th</sup>, 1829, deed recorded in Volume 5 Page 344, 71 acres to Dravenport and Allen by deed dated December 29<sup>th</sup> 1828 recorded in Volume 2 Page 292, 148 acres to Nathaniel Dumlup, Joseph Otis and Asa Otis by deed dated May 13<sup>th</sup> 1826 and recorded in Volume 2 Page 130 and 50 acres to Levi Phelps by deed dated February 17<sup>th</sup> 1826 and recorded in Volume 2 Page 69 no wife joins, and the plaintiff asks that the wives of said Carter, Southgate and Steed if any they had, whose given names are unknown and said Frances Price be made parties hereto and

required to set up any claim they may have in said land by dower or otherwise by answer or be forever barred.

And plaintiffs say and aver that they are the owners 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 errors and the other matters herein set out that they have some interest in said lands; that by reason of such defects plaintiffs entire title is clouded and they have made defendants hereto the heirs and the unknown heirs of such.

And they further say that they and their grantors successively have held and enjoyed the open, exclusive, adverse possession of said lands as herein first described for more than twenty-one years; that during all said time said lands have been fenced and occupied; that they and their said grantors have paid the taxes thereon and used and enjoyed the same to the full extent of the boundaries herein first given.

And plaintiffs now charge and aver 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 their title thereto should be quieted against each and all the defendants.

Wherefore the plaintiffs pray that they may be adjudged the owners in fee simple of said premises, freed from all claims of an estate or interest therein or lien upon said premises and that the defendants and each of them be restrained and enjoined from setting up any claim whatever to said lands; for costs and for such other and further relief as the plaintiffs may be entitled to.

Col<sup>y</sup> Bates,

Attorneys for Plaintiff.

State of Ohio,  
Union County ss: ||

Michael Cody and Nelson O. Thompson being first duly sworn according to law say they are the plaintiffs in the above action and that the facts stated and allegations contained in their foregoing petition are true as they believe.

Michael Cody

Nelson O. Thompson.

Sworn to and subscribed before me this 20<sup>th</sup> day of August, 1892.

(Seal) R. M. Leroy, Clerk of Court.

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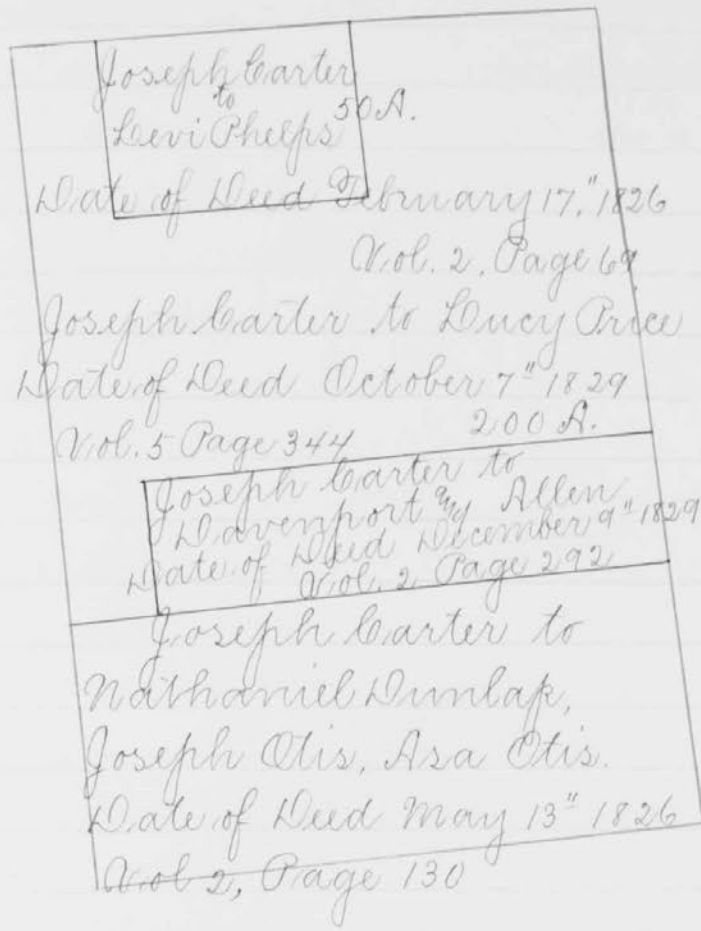
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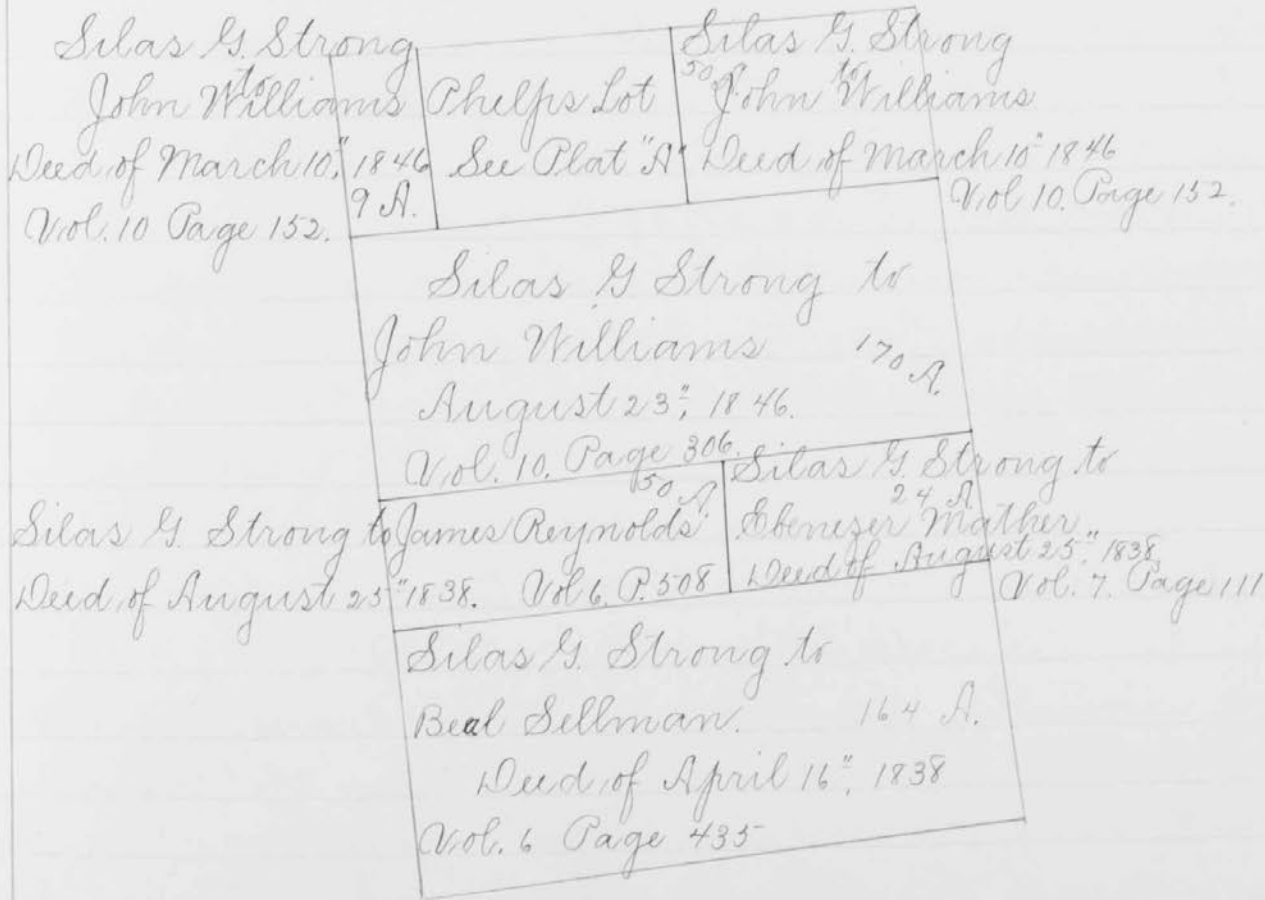
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Plat "A."



The above Plat marked "A" indicates the division of Survey 5504 as sold by Joseph Carter, the names of the grantees, dates of deeds and volumes and pages of the Records of Deeds of Union County, Ohio, where they are recorded.

Plat "B."



The above plat marked "B" indicates the division of Survey 5504 as sold by Silas G. Strong, showing the names of grantees, dates of deeds and volumes and pages of the Records of Deeds of Union County where said deeds are recorded.

Afterward, on the 20<sup>th</sup> day of August 1896, an Affidavit was filed with the clerk of said Court, to wit:

Nelson P. Thompson <sup>3/4</sup>  
Michael Body, Plaintiffs  
vs

John Stokely et al. Defendants

State of Ohio,  
Union County ss: ||

Court of Common Pleas,  
Union County, Ohio.

Nelson P. Thompson and Michael Cody being first duly sworn according to law say that the residences of the following named defendants in the above entitled action to-wit: John Stokely, Gilbert Allen, Mary Armstrong, Elizabeth Breaden, James S. Breaden, Mary M. Beeson, Lydia Craig, William Craig, Otho Craig, Thomas Craig, Samuel Craig, M. B. Craig, Penelope Camp, George W. Camp, John W. Cox, Eliza Cox, Eliza Conwell, Elizabeth Conwell, John Conwell, Shepherd Yates Conwell, - - - Carter, wife of Joseph Carter whose given name is unknown, John Conwell Jr. George Conwell Sr. George Conwell Jr. Eliza Cox, William Cox, William Cubbison, Elizabeth N. Cubbison, George S. Craig, John S. Craig, J. D. Craig, Ann Eliza Conwell, Hester Dumlaf, Parmelia Dickinson, Ann Dickinson, Nancy Dickinson, Thomas Dickinson, Esther Dumlaf, Elizabeth Ann Dickerson, Elvina Dickerson, Ann M. Davidson, Elizabeth Dene, Albert Dene, Isaac Davenport, Davenport by Allen, Mary Davidson, Thomas Davidson, Joseph P. Davidson, John Davidson, Mary Ewing, George Ewing, Nathaniel Ewing, John Ewing, James Ewing, Mary Francis, Robert Francis, Newton D. Huffy, Elizabeth S. Huffy, George B. Kurtz, James Kurtz, Julia Kurtz, Jeremiah Kurtz, Ann P. Leyburn, Alfred Leyburn, William R. Lloyd, Jane S. Lloyd, Daniel Murdock, Robert Means, Amanda H. Mather, Sarah L. Mather, John M<sup>r</sup>. Kullough, Parmelia M<sup>r</sup>. Kullough, Samuel R. Mather, Betty Mitchell, Margery Murdock, Nancy Miller and - - - Miller her husband, Mary Meason, George Meason, Cynthia Miller, Hiram Miller, John H. Miller, Ann Miller, Resen Parks, Nancy Parks, William Price, Lucy Price, William D. Price, John H. Price, Alexander Price, James P. Price, Cornelia Porter, David Porter, Nelson Porter, Conwell Porter, Eliza Porter, Frances Price, Maria Price, - - - wife of J. M. Stud, James Reynolds, Eliza Roberts, Samuel Roberts, William Roberts, Elizabeth Roberts, - - - Southgate, wife of James Southgate whose given name is unknown, Samuel Stokely, Nancy Smith, Mary Stokely, Theodore Smith, Thomas Smith, Warrick Smith, Joseph B. Smith, John Smith, Amos Smith, Mary Smith, Jacob Shinnaberry, Almira Shinnaberry, Benjamin Stokely Sr. Lyne Starling, Silas H. Strong, Beal Sellman, Mountford Stokely, Lucretia B. Stokely, Benjamin Stokely Jr. Euclid Stokely, John Stokely son of Benjamin Stokely, Addison Stokely, James Addison Stokely, Tecumseh Stokely, Beoni Tecumseh Stokely, Baynes Stokely, Elizabeth Stokely, Ben Stokely, Thomas Stokely, John Vanhook, Maria Veck, James Veck, Anaretta Turner, William Turner, Prudence Tennas, Mary Thompson, Polydena White, Elizabeth A. Wood, Elizabeth Williams, Francis P. Wilson, F. P. Wilson, Louisa Wilson, William Wilson, Ellen Wallace, John H. Wallace, Hiram White, Dane White, are unknown and can not with reasonable diligence be ascertained.

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boy, Will  
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Amanda  
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And affiants further say that the heirs and devisees of John Stokely, Gilbert Allen, Mary Armstrong, Elizabeth Breaden, James E. Breaden, Mary M. Beason, Lydia Craig, William Craig, Otho Craig, Thomas Craig, Samuel Craig, M. B. Craig, Penelope Cramp, George W. Cramp, John W. Cove, Eliza A. Cove, Eliza Conwell, Elizabeth Conwell, John Converse Sr. Shepherd Yates Conwell, John Conwell Jr. George Conwell Sr. George Conwell Jr. Eliza Cox, William Cox, William Cubbison, Elizabeth N. Cubbison, George S. Craig, John S. Craig, J. D. Craig, Ann Eliza Conwell, Hester Dunlap, Parmelia Dickinson, Ann Dickinson, Nancy Dickinson, Thomas Dickinson, Esther Dunlap, Elizabeth Ann Dickerson, Ann M. Davidson, Elvira Dickerson, Elizabeth Dene, Albert Dene, Isaac Davenport, Davenport & Allen, Mary Davidson, Thomas Davidson, Joseph P. Davidson, John Davidson, Mary Ewing, George Ewing, Nathaniel Ewing, John Ewing, James Ewing, Mary Francis, Robert Francis, Newton D. Huffy, Elizabeth S. Huffy, George B. Kurtz, James Kurtz, Julia Kurtz, Jeremiah Kurtz, Ann O. Leyburn, Alfred Leyburn, William R. Lloyd, Jane S. Lloyd, Daniel Murdock, Robert Means, Amanda H. Mather, Sarah E. Mather, John M<sup>r</sup>. Cullough, Parmelia M<sup>r</sup>. Cullough, Samuel R. Mather, Betty Mitchell, Margery Murdock, Nancy Miller and --- Miller her husband, Mary Meason, George Meason, Cynthia Miller, Hiram Miller, John H. Miller, Ann Miller, Resen Parks, Nancy Parks, William Price, Lucy Price, William D. Price, John H. Price, Alexander Price, James P. Price, Cornelia Porter, David Porter, Nelson Porter, Conwell Porter, Eliza Porter, James Reynolds, Elizabeth Roberts, Eliza Roberts, Samuel Roberts, William Roberts, Samuel Stokely, Nancy Smith, Mary Stokely, Theodore Smith, Thomas Smith, Warrick, Joseph B. Smith, John Smith, Amos Smith, Mary Smith, Jacob Shinnaberry, Elmira Shinnaberry, Benjamin Stokely Sr. Lynne Stalling, Silas S. Strong, Beal Sullivan, Mountford Stokely, Lucretia C. Stokely, Benjamin Stokely Jr. Euclid Stokely, John Stokely son of Benjamin Stokely, Addison Stokely, James Addison Stokely, Tecumseh Stokely, Beoni Tecumseh Stokely, Baynes Stokely, Elizabeth Stokely, Ben Stokely, Thomas Stokely, John Vanhook, Maria Veck, James Veck, Amaretta Turner, William Turner, Prudence Tenbras, Mary Thompson, Polyzona White, Elizabeth A. Wood, Elizabeth Williams, F. P. Wilson, Francis P. Wilson, Louisa Wilson, William Wilson, Ellen Wallace, John H. Wallace, Hiram White, Jane White, now deceased are necessary parties to this cause and that the names and residences of each and all of them are unknown to plaintiffs and that service of summons cannot be made in this State on any of said defendants and that the cause is one of those mentioned in Section five thousand and forty eight of the Revised Statutes of

Ohio.

N. P. Thompson  
Michael Body.

Sworn to and subscribed before me, the undersigned au-  
thority this 20<sup>th</sup> day of August 1892.  
(Seal) A. Mileroy, Clerk of Court

Entry

6421

Afterward, on the 23<sup>rd</sup> day of August, 1892, an Entry  
was made on the Journal by the Clerk of said Court, to-wit:  
Nelson P. Thompson  
Michael Body

vs.  
John Stokely et al

On motion of the said Nelson P. Thompson and Michael  
Body, by their attorneys, and it appearing from the Affidavit  
of the said Nelson P. Thompson and Michael Body that the  
names and residences of the heirs and devisees of the fol-  
lowing persons now deceased, to-wit: John Stokely, Gilbert  
Allen, Mary Armstrong, James Breadon, Elizabeth Breadon,  
Mary M. Bason, Elizabeth Bonwell, Lydia Craig, Eliza Cox,  
William Cox, Penelope Camp, George W. Camp, Otho Craig,  
Thomas Craig, Samuel Craig, M. B. Craig, Shepherd Yates  
Bonwell, John Bonwell Jr, John Bonwell Sr, William Craig,  
George Bonwell Jr, George Bonwell Sr, Ann Eliza Bonwell,  
John W. Cox, Eliza Cox, Eliza Bonwell, William Cubbison,  
Elizabeth N. Cubbison, George S. Craig, John S. Craig, J. D.  
Craig, Hester Dunlap, Fannelia Dickinson, Ann Dickinson,  
Nancy Dickinson, Thomas Dickinson, Esther Dunlap, Eliza-  
beth Ann Dickerson, Elvina Dickerson, Elizabeth Dene,  
Albert Dene, Isaac Davenport, Davenport & Allen, Mary  
Davidson, Thomas Davidson, Joseph P. Davidson, John David-  
son, Mary Ewing, George Ewing, Nathaniel Ewing, John  
Ewing, James Ewing, Mary Francis, Robert Francis, Newton  
L. Huffy, Elizabeth Huffy, George B. Kurts, James Kurts,  
Jeremiah Kurts, Ann P. Leyburn, Alfred Leyburn, William  
R. Lloyd, Jane S. Lloyd, Daniel Murdock, Robert Means,  
Amanda H. Mather, Sarah S. Mather, Samuel R. Mather,  
John M<sup>r</sup>. Cullough, Fannelia M<sup>r</sup>. Cullough, Betty Mitchell,  
Margery Murdock, Nancy Miller and --- Miller her husband  
Mary Mason, George Medson, Cyathia Miller, Hiram Miller,  
John H. Miller, Ann Miller, Resen Parks, Nancy Parks, Wil-  
liam Price, Lucy Price, William D. Price, John H. Price, Alex-  
ander Price, James P. Price, Cornelia Porter, David Porter,  
Nelson Porter, Bonwell Porter, Eliza Porter, James Reynolds,  
Eliza Roberts, Samuel Roberts, William Roberts, Elizabeth  
Roberts, Frances Price, Maria Price, Samuel Stokely, Nancy  
Smith, Mary Stokely, Theodore Smith, Thomas Smith, War-  
rick Smith, Joseph B. Smith, John Smith, Amor Smith,  
Mary Smith, Jacob Shinnaberry, Elmira Shinnaberry,  
Benjamin Stokely Jr. Sr. Wayne Starling, Silas H. Strong

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Seal Sellman, Mountford Stokely, Lucretia C. Stokely, Benjamin Stokely Jr. Euclid Stokely, John Stokely son of Benjamin Stokely Addison Stokely, James Addison Stokely, Tecumseh Stokely, Beoni Tecumseh Stokely, Baynes Stokely, Elizabeth Stokely, Ben Stokely, Thomas Stokely, J. A. Stokely, Mrs. J. M. Steed, whose name is unknown wife of J. M. Steed, John Vanhook, Maria Vech James Vech, Anaretta Turner, William Turner, Prudence Thomas Mary D. Thompson, Polyxena White, Elizabeth A. Wood, Elizabeth Williams, Francis P. Wilson, F. P. Wilson, Louisa Willson, John H. Wallace, Hiram White, Jane White, are unknown to the said plaintiffs it is ordered as to them service be made by publication for six consecutive weeks in manner prescribed by Statute in case of non-residents defendants.

John A. Price

Judge of Court of Common Pleas,  
10<sup>th</sup> Judicial District of Ohio.

Proof of Publication

Afterward, on the 4<sup>th</sup> day of October, 1892, a Proof of the Publication was filed with the Clerk of said Court, to wit:

Nelson P. Thompson  
Michael Cody, Plaintiffs  
vs.

Legal Notice.  
Court of Common Pleas,  
Union County, Ohio.

John Stokely et al. Defendants

John Stokely, the unknown heirs of John Stokely, deceased, Gilbert Allen, the unknown heirs of Gilbert Allen, deceased, Mary Armstrong, the unknown heirs of Mary Armstrong, deceased, Elizabeth Breadon, the unknown heirs of Elizabeth Breadon, deceased, James E. Breadon, the unknown heirs of James E. Breadon, deceased, Mary M. Berson, the unknown heirs of Mary M. Berson, deceased, Lydia Craig, the unknown heirs of Lydia Craig, deceased, William Craig, the unknown heirs of William Craig, deceased, Otho Craig, the unknown heirs of Otho Craig, deceased, Thomas Craig, the unknown heirs of Thomas Craig, deceased, Samuel Craig, the unknown heirs of Samuel Craig, deceased, M. B. Craig, the unknown heirs of M. B. Craig, deceased, Penelope Camp, the unknown heirs of Penelope Camp, deceased, George W. Camp, the unknown heirs of George W. Camp, deceased, John W. Cove, the unknown heirs of John W. Cove, deceased, Eliza Cove, the unknown heirs of Eliza Cove, deceased, Eliza Conwell, the unknown heirs of Eliza Conwell, deceased, Elizabeth Conwell, the unknown heirs of Elizabeth Conwell, deceased, John Conwell Sr. the unknown heirs of John Conwell Sr. deceased, Shepherd Yates Conwell, the unknown heirs of Shepherd Yates Conwell, deceased, John Conwell Jr. the unknown heirs of John Conwell Jr. deceased, George Conwell Sr. the unknown heirs of George Conwell Sr. deceased, George Conwell Jr. the unknown heirs of George Conwell Jr. deceased, Eliza Cox, the unknown heirs of Eliza Cox, deceased, William Cox, the unknown heirs of William Cox, deceased, William Cubbison, the unknown heirs of

William Cubbison, deceased, Elizabeth N. Cubbison, the unknown  
 heirs of Elizabeth N. Cubbison, deceased, George Craig, the un-  
 known heirs of George S. Craig, deceased, John S. Craig, the un-  
 known heirs of John S. Craig, deceased, J. D. Craig, the un-  
 known heirs of J. D. Craig, deceased, Ann Eliza Crowell, the  
 unknown heirs of Ann Eliza Crowell, deceased, Hester Dunlap,  
 the unknown heirs of Hester Dunlap, deceased, Parmelia  
 Dickerson, the unknown heirs of Parmelia Dickerson, deceased,  
 Ann Dickinson, the unknown heirs of Ann Dickinson, de-  
 ceased, Nancy Dickinson, the unknown heirs of Nancy Dick-  
 inson, deceased, Thomas Dickinson, the unknown heirs of  
 Thomas Dickinson, deceased, Esther Dunlap, the unknown  
 heirs of Hester Dunlap, deceased, Elizabeth Ann Dickerson, the  
 unknown heirs of Elizabeth Ann Dickerson, deceased, China  
 Dickerson, the unknown heirs of China Dickerson, deceased,  
 Ann M. Davidson, the unknown heirs of Ann M. Davidson,  
 deceased, Elizabeth Dene, the unknown heirs of Elizabeth  
 Dene, deceased, Albert Dene, the unknown heirs of Albert Dene,  
 deceased, Isaac Davenport, the unknown heirs of Isaac  
 Davenport, deceased, Mary Davidson, the unknown heirs of  
 Mary Davidson, deceased, Thomas Davidson, the unknown  
 heirs of Thomas Davidson, deceased, Joseph P. Davidson,  
 the unknown heirs of Joseph P. Davidson, deceased, John  
 Davidson, the unknown heirs of John Davidson, deceased,  
 Mary Ewing, the unknown heirs of Mary Ewing, deceased,  
 George Ewing, the unknown heirs of George Ewing, deceased,  
 Nathaniel Ewing, the unknown heirs of Nathaniel Ewing,  
 deceased, John Ewing, the unknown heirs of John Ewing,  
 deceased, James Ewing, the unknown heirs of James Ewing,  
 deceased, Mary Francis, the unknown heirs of Mary Francis,  
 deceased, Robert Francis, the unknown heirs of Robert Francis,  
 deceased, Newton L. Huffy, the unknown heirs of Newton L.  
 Huffy, deceased, Elizabeth L. Huffy, the unknown heirs of  
 Elizabeth L. Huffy, deceased, George B. Kurtz, the unknown  
 heirs of George B. Kurtz, deceased, James Kurtz, the unknown  
 heirs of James Kurtz, deceased, Julia Kurtz, the unknown  
 heirs of Julia Kurtz, deceased, Jeremiah Kurtz, the unknown  
 heirs of Jeremiah Kurtz, deceased, Ann P. Leyburn, the unknown  
 heirs of Ann P. Leyburn, deceased, Alfred Leyburn, the unknown  
 heirs of Alfred Leyburn, deceased, William A. Lloyd, the unknown  
 heirs of William A. Lloyd, deceased, Jane S. Lloyd, the unknown  
 heirs of Jane S. Lloyd, deceased, David Murdock, the unknown  
 heirs of David Murdock, deceased, Robert Means, the unknown  
 heirs of Robert Means, deceased, Amanda H. Mather, the un-  
 known heirs of Amanda H. Mather, deceased, Sarah L.  
 Mather, the unknown heirs of Sarah L. Mather, deceased, John  
 M<sup>r</sup>. Bullough, the unknown heirs of John M<sup>r</sup>. Bullough, de-  
 ceased, Parmelia M<sup>r</sup>. Bullough, the unknown heirs of  
 Parmelia M<sup>r</sup>. Bullough, deceased, Samuel R. Mather, the un-

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known heirs of Samuel R. Mather, deceased, Betty Mitchell,  
 the unknown heirs of Betty Mitchell, deceased, Margery  
 Murdock, the unknown heirs of Margery Murdock, deceased,  
 Nancy Miller, the unknown heirs of Nancy Miller, deceased,  
 - Miller, husband of Nancy Miller, the unknown heirs of  
 - Miller, deceased, Mary Meason, the unknown heirs of Mary  
 meason, deceased, George Meason, the unknown heirs of George  
 Meason, deceased, Cynthia Miller, the unknown heirs of Cynthia  
 Miller, deceased, Hiram Miller, the unknown heirs of Hiram  
 Miller, deceased, John H. Miller, the unknown heirs of John H.  
 Miller, deceased, Ann Miller, the unknown heirs of Ann Miller  
 deceased, Resen Parks, the unknown heirs of Resen Parks, de-  
 ceased, Nancy Parks, the unknown heirs of Nancy Parks, de-  
 ceased, William Price, the unknown heirs of William Price  
 deceased, Lucy Price, the unknown heirs of Lucy Price, de-  
 ceased, William D. Price, the unknown heirs of William D.  
 Price, deceased, John H. Price, the unknown heirs of John H.  
 Price, deceased, Alexander Price, the unknown heirs of Alexander  
 Price, deceased, James P. Price, the unknown heirs of James  
 P. Price, deceased, Cornelia Porter, the unknown heirs of  
 Cornelia Porter, deceased, David Porter, the unknown heirs  
 of David Porter, deceased, Nelson Porter, the unknown heirs  
 of Nelson Porter, deceased, Bonwell Porter, the unknown heirs  
 of Bonwell Porter, deceased, Eliza Porter, the unknown heirs  
 of Eliza Porter, deceased, James Reynolds, the unknown heirs  
 of James Reynolds, deceased, Eliza Roberts, the unknown heirs  
 heirs of Eliza Roberts, deceased, Samuel Roberts, the unknown  
 heirs of Samuel Roberts, deceased, William Roberts, the un-  
 known heirs of William Roberts, deceased, Samuel Stokely, the  
 unknown heirs of Samuel Stokely, deceased, Nancy Smith,  
 the unknown heirs of Nancy Smith, deceased, Mary Stokely,  
 the unknown heirs of Mary Stokely, deceased, Theodore  
 Smith, the unknown heirs of Theodore Smith, deceased,  
 Thomas Smith, the unknown heirs of Thomas Smith, de-  
 ceased, Warrick Smith, the unknown heirs of Warrick Smith,  
 deceased, Joseph B. Smith, the unknown heirs of Joseph B.  
 Smith, deceased, John Smith, the unknown heirs of John  
 Smith, deceased, Amos Smith, the unknown heirs of Amos  
 Smith, deceased, Mary Smith, the unknown heirs of  
 Mary Smith, deceased, Jacob Shinnaberry, the unknown  
 heirs of Jacob Shinnaberry, deceased, Elmira Shinnaberry,  
 deceased, Benjamin Stokely Sr. the unknown heirs of Benjamin  
 Stokely Sr. deceased, Lynne Starling, the unknown heirs of  
 and devisees of Lynne Starling, deceased, Silas H. Strong,  
 the unknown heirs of Silas H. Strong, deceased, Beal Selbman,  
 the unknown heirs of Beal Selbman, deceased, Mountford  
 Stokely, the unknown heirs of Mountford Stokely, deceased,  
 Lucretia C. Stokely, the unknown heirs of Lucretia C. Stokely,  
 deceased, Benjamin Stokely Jr. the unknown heirs of Benjamin

Stokely Jr. deceased, Euclid Stokely, the unknown heirs of  
 Euclid Stokely, deceased, John Stokely son of Benjamin Stokely  
 the unknown heirs of John Stokely deceased, Addison Stokely  
 the unknown heirs of Addison Stokely deceased, James Addison  
 Stokely, the unknown heirs of James Addison Stokely deceased,  
 Decunseh Stokely, the unknown heirs of Decunseh Stokely, de-  
 ceased, Beoni Decunseh Stokely, the unknown heirs of Beoni  
 Decunseh Stokely, deceased, Baynes Stokely, the unknown heirs  
 of Baynes Stokely, deceased, Elizabeth Stokely, the unknown heirs  
 of Elizabeth Stokely, deceased, Ben Stokely, and the unknown  
 heirs of Ben Stokely, deceased, Thomas Stokely, the unknown  
 heirs of Thomas Stokely, deceased, John Vanhook, the unknown  
 heirs of John Vanhook deceased, Maria Veich, the unknown  
 heirs of Maria Veich, deceased, James Veich the unknown  
 heirs of James Veich, deceased, Amaretta Turner, the unknown  
 heirs of Amaretta Turner deceased, William Turner, the un-  
 known heirs of William Turner, deceased, Prudence Tennas, the  
 unknown heirs of Prudence Tennas, deceased, Mary Thompson  
 the unknown heirs of Prudence Tennas, Mary Thompson, de-  
 ceased, Polydena White, the unknown heirs of Polydena White,  
 deceased, Elizabeth Wood, the unknown heirs of Polydena White,  
 deceased, the unknown heirs of Elizabeth A. Wood deceased,  
 Elizabeth Williams, the unknown heirs of Elizabeth Williams  
 deceased, Francis P. Wilson, the unknown heirs of Francis  
 P. Wilson, deceased, F. P. Wilson, the unknown heirs of F. P. Wilson  
 deceased, Louisa Wilson, the unknown heirs of Louisa Wilson  
 deceased, William Wilson, the unknown heirs of William Wil-  
 son, deceased, Ellen Wallace, the unknown heirs of Ellen Wallace  
 deceased, John H. Wallace, the unknown heirs of John H. Wallace  
 deceased, Hiram White, the unknown heirs of Hiram White deca-  
 sed, Jane White, the unknown heirs of Jane White, deceased,  
 will take notice that on the 20<sup>th</sup> day of August A. D. 1892,  
 Nelson P. Thompson and Michael Cody filed their petition  
 in the Common Pleas Court of Union County, Ohio, in case  
 N<sup>o</sup>. - - against the above named parties and others pray-  
 ing for a decree to quiet the title of the following described  
 land viz:

First Tract: Situate in Union County, Ohio, and being part  
 of Virginia Military Survey N<sup>o</sup> 5504 described as follows:  
 Beginning at a stone north-west corner of said Sur-  
 vey and at the intersection of the Steam Mill and Blue  
 Creek roads with the Waldo road: thence south  $8\frac{1}{2}^{\circ}$  east with  
 the center of the Steam Mill and Blue Creek road  $125\frac{2}{100}$   
 poles to a stake: thence north  $73\frac{1}{2}^{\circ}$  east 168 poles to a stake  
 in the west line of J and N. P. Thompson's land: thence with  
 the west line of said land north  $10$  west  $125\frac{2}{100}$  poles to a stake  
 in the center of the Waldo road in the line of said Survey  
 and with said Survey line south  $83\frac{1}{2}^{\circ}$  west 163  $\frac{7}{100}$  poles to the  
 beginning containing 129  $\frac{7}{100}$  acres more or less owned by said

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Second Tract: Situate in the County of Union and State of Ohio, and part of Survey N: 5-504: Beginning at a stone in the north-east corner of said Survey where the Blue Creek and Dover road crosses the Waldo road: thence with the center of the Blue Creek and Dover road south 10 east 35 1/4 poles to a stone, being the south-east corner of said Survey: thence with the south line of said Survey south 81 1/2 west 23 7/10 poles to a stone: thence north 10 west 35 6 7/10 poles to a stone in the center of the Waldo road and north line of said Survey: thence with the center of Waldo road and north line of the Survey north 83 1/2 east 23 7/10 poles to the place of beginning containing 184 5/10 acres more or less (owned by Nelson P. Thompson) excepting one acre in the north-east corner used for a grave-yard.

Said parties are required to answer on or before the 15<sup>th</sup> day of October, 1892, or judgment will be taken against them. Cole & Bales, Attorneys for Plaintiff.

The State of Ohio.  
Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with August 25<sup>th</sup>, 1892.

Sworn to and subscribed before me this 4<sup>th</sup> day of October, 1892. (Seal) R. M. Cordy, Clerk.

*Pracipe*

Afterward, on the 10<sup>th</sup> day of December 1892, a Pracipe was filed with the Clerk of said Court, to wit:

6421

Nelson P. Thompson  
Michael Body,  
Or.

Court of Common Pleas,  
Union County, Ohio.

John Stokely, et al.

To the Clerk of said Court:

Issue Summons for David Mulford, and Morgan Savage in the above case directed to the Sheriff of Union County, Ohio, returnable according to law. Indorsed: "Equitable Relief asked for and to Quiet Title." Cole & Bales, Attorneys for Plaintiffs.

*Summons*

6421

Afterward, on the 10<sup>th</sup> day of December, 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 David Mulford and Morgan Savage (impleaded with others) that they have been sued by Nelson P. Thompson and Michael Body, in the

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Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> 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 19<sup>th</sup> day of December A. D. 1892.

Witness my hand and the seal of said Court, this  
(Seal) 10<sup>th</sup> day of December A. D. 1892.

R. M. Leroy, Clerk.

And on the 14<sup>th</sup> 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:

Ser. Return	30
Ad. Dfts.	15
Mileage	1.00
Copy	40
Total	1.95

The State of Ohio,  
Union County

Sheriff's Return.

Received this writ December 10<sup>th</sup> 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 14<sup>th</sup> day of December, 1892.

Thomas Martin, Sheriff.

Affidavit

6421 Afterward, on the 27<sup>th</sup> day of December, 1892, an Affidavit was filed with the Clerk of said Court, to wit:

Nelson P. Thompson  
Michael Cody Plaintiffs

Court of Common Pleas,  
Union County, Ohio.

John Stokely et al. Defendants

Mattie Thompson widow and devisee of Nelson P. Thompson, and Michael Cody being first duly sworn according to law say that the residences of the following named defendants in the above entitled action, to wit: Paryonile Camp, Ebenezer Mather, Frances Price, Maria Price, Elizabeth Roberts Davenport & Allen, Albert Dew, Elizabeth Dew, John Brassil, Margery V. Porter, John Williams, Anna Price, Joseph Carter Alexander R. Bowen, Joseph M. Sted, Lydia Craig, Prudence Murdock, John Ewing, Yates Corwell, James E. Bunting, Elizabeth Bunting, --- Southgate, whose given name is unknown wife of James Southgate, --- Sted, given name unknown wife of J. M. Sted, --- Carter, given name unknown wife of Joseph Carter, Anasarte Turner, William Francis, George Francis, Thomas Francis, Noah Francis, Deborah Ann Francis, Nancy Landis, Rachael Dickerson, Elizabeth Dickerson, William Craig George Craig, Gilpah M. Millin, Nancy Dickerson, Elizabeth Dickerson, Elvina Dickerson, Franklin Dickerson, Caroline Dickerson, Mary Dickerson, Ann Dickerson, Stokely Craig, John Craig, Mary Craig, Hyatt Craig, William Craig, Benjamin Davidson, Prudence Wells, Hamilton Smith, Wamnock Smith, Julia Kurts, Mary D. Thompson, Theodore Smith, are unknown and cannot with reasonable diligence be ascertained and affiants further say that the heirs and devisees of Paryonile

Camp, Elizabeth Dew, John Brassil, Lydia Craig, James E. Bunting, James S. Carter, wife of J. M. Sted, Anasarte Francis, Rachel Landis, Craig, Elvina Dickerson, Caroline Craig, John Wamnock Smith, and their heirs and devisees in Section 1 of Statutes

Entry 6421 was made Nelson Michael John Stokely and Alice Ora Th... Ethel Th... years, aged 4... deceased their names the dead herein, move them and to

Camp, Ebenezer Camp, Mather, Francis Price, Maria Price, Elizabeth Roberts, Davenport & Allen, Albert Dew, Elizabeth Dew, John Cassil, Margery V. Porter, John Williams, Anna Price, Joseph Carter, Alexander R. Bowen, Joseph M. Sted, Lydia Craig, Prudence Murdock, John Ewing, Gates Conwell, James C. Bunting, Elizabeth Bunting, --- Southgate, wife of James Southgate, whose given name is unknown, --- Carter wife of Joseph Carter, whose given name is unknown --- Sted wife of J. M. Sted whose given name is unknown. Anaxarate, Turner, William Francis, George Francis, Thomas Francis, Noah Francis, Deborah Ann Francis, Nancy J. Landis Rachel Dickerson, Elizabeth Dickerson, William Craig, George Craig, Gilpah M<sup>rs</sup> Millen, Nancy Dickerson, Elizabeth Dickerson, Elvina Dickerson, Franklin Dickerson, Elizabeth Dickerson, Caroline Dickerson, Mary Dickerson, Ann Dickerson, Stokely Craig, John Craig, Mary Craig, Hyatt Craig, William Craig, Benjamin Davidson, Prudence Wells, Hamilton Smith, Warrnok Smith, Julia Kurtz, Mary D. Thompson, Theodore Smith, now deceased are necessary parties to this action, and that the names and residences of each and all of them are unknown to plaintiffs and that service of Summons cannot be made in this State on any of said defendants and that the cause is one of those mentioned in Section five thousand and forty-eight of the Revised Statutes of Ohio.

Michal Body  
Millie Thompson.

Sworn to and subscribed before me, the undersigned authority this 22<sup>nd</sup> of December, 1892.

John M. Brodrick, Notary Public  
Union County, Ohio.

(Seal)  
Entry 6421  
Afterward, on the 3<sup>rd</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court, to-wit: Nelson O. Thompson & Michal Body, Plaintiffs vs. John Stokely et al. Defendants  
Journal 16. Page 269.  
Now comes Millie Thompson widow and devisee of, and Alice Body, Fannie Shuler, Carrie Galen, Maud Hawley, Ora Thompson aged 17 years, Nellie Thompson, aged 16 years, Ethel Thompson aged 14 years, Walter S. Thompson aged 11 years, Imogene Thompson aged 8 years, Ezra Thompson aged 4 years, children and devisees of Nelson O. Thompson deceased, the said minors, by the said Millie Thompson their mother and next friend, and suggest to the Court the death of Nelson O. Thompson, one of the plaintiffs herein, on or about the 23<sup>rd</sup> day of December 1892, and move the Court for leave to become parties to this action and to continue the same.

And the Court finding the suggestion to be true

grants said motion; and the said Millie Thompson, Alice Cody, Fannie Shuler, Carrie Palen, Mand Hawley, Ora Thompson, Nellie Thompson, Ethel Thompson, Walter S. Thompson, Imogene Thompson, Cyra Thompson are accordingly made parties plaintiff in this action and the action proceeds.

Entry

64 21

Afterward, on the 3<sup>rd</sup> day of January, 1893. an entry was made on the Journal by the Clerk of said Court, to wit: Nelson P. Thompson, Michael Cody & Millie Thompson et al

Journal 16. Page 269

vs  
John Stokely et al.

It appearing to the Court that Paryome Camp, the unknown heirs of Paryome Camp, deceased, Ebenezer Mather, the unknown heirs of Ebenezer Mather, deceased, Frances Price, the unknown heirs of Frances Price, deceased, Maria Price, the unknown heirs of Maria Price, deceased, Elizabeth Roberts, the unknown heirs of Elizabeth Roberts deceased, Davenport & Allen, Albert Dew, the unknown heirs of Albert Dew, deceased, Elizabeth Dew, the unknown heirs of Elizabeth Dew, deceased, John Brassil the unknown heirs of John Brassil, deceased, Margery V. Porter, the unknown heirs of Margery V. Porter, deceased, John Williams the unknown heirs of John Williams, deceased, Anna Price, the unknown heirs of Anna Price, deceased, Joseph Carter, the unknown heirs of Joseph Carter deceased, Alexander A. Bowen, the unknown heirs of Alexander A. Bowen, deceased, Joseph M. Steed, the unknown heirs of Joseph M. Steed, deceased, Cydia Craig the unknown heirs of Cydia Craig, deceased, Prudence Murdock, the unknown heirs of Prudence Murdock, deceased, John Ewing, the unknown heirs of John Ewing deceased, Yates Cornwell the unknown heirs of Yates Cornwell, deceased, James E. Bunding, the unknown heirs of James E. Bunding, deceased, Elizabeth Bunding, the unknown heirs of Elizabeth Bunding, deceased, Southgate, wife of James Southgate, deceased, whose given name is unknown, the unknown heirs of Mrs. James Southgate, deceased, --- Steed wife of J. M. Steed whose given name is unknown, the unknown heirs of Mrs. J. M. Steed, --- Carter, wife of Joseph Carter whose given name is unknown, the unknown heirs of Mrs. Joseph Carter, Anaxaretta Turner, the unknown heirs of Anaxaretta Turner, deceased, William Francis, the unknown heirs of William Francis, deceased, George Francis the unknown heirs of George Francis, deceased, Thomas Francis the unknown heirs of Thomas Francis, deceased, Noah Francis, the unknown heirs of Noah Francis, deceased, Deborah Ann Francis, the unknown heirs of Deborah Ann Francis, deceased, Nancy J. Landis, the unknown heirs of Nancy J. Landis, deceased, Rachel Dickerson, the unknown heirs of

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Rachel Dickerson, deceased, Elizabeth Dickerson, the unknown heirs of Elizabeth Dickerson, deceased, William Craig, the unknown heirs of William Craig, deceased, George Craig, the unknown heirs of George Craig, deceased, Gilpah M<sup>r</sup>. Miller, the unknown heirs of Gilpah M<sup>r</sup>. Miller, deceased, Nancy Dickerson, the unknown heirs of Nancy Dickerson, deceased, Elizabeth Dickerson, the unknown heirs of Elizabeth Dickerson, deceased, Elvina Dickerson, the unknown heirs of Elvina Dickerson, deceased, Franklin Dickerson, the unknown heirs of Franklin Dickerson, deceased, Elizabeth Dickerson, the unknown heirs of Elizabeth Dickerson, deceased, Caroline Dickerson, the unknown heirs of Caroline Dickerson, deceased, Mary Dickerson, the unknown heirs of Mary Dickerson, deceased, Ann Dickerson, the unknown heirs of Ann Dickerson, deceased, Stokely Craig, the unknown heirs of Stokely Craig, deceased, John Craig, the unknown heirs of John Craig, deceased, Mary Craig, the unknown heirs of Mary Craig, deceased, Hyatt Craig, the unknown heirs of Hyatt Craig, deceased, William Craig, the unknown heirs of William Craig, deceased, Benjamin Davidson, the unknown heirs of Benjamin Davidson, deceased, Prudence Wells, the unknown heirs of Prudence Wells, deceased, Hamilton Smith, the unknown heirs of Hamilton Smith, deceased, Warrnock Smith, the unknown heirs of Warrnock Smith, deceased, Julia Quirtz, the unknown heirs of Julia Quirtz, deceased, Mary D. Thompson, the unknown heirs of Mary D. Thompson, deceased, Theodore Smith, the unknown heirs of Theodore Smith, deceased, are necessary parties to the controversy in this case for the reason that they claim some interest in the real estate described in the petition similar to that claimed by the other defendants. The said persons are therefore, on motion, made parties defendant hereto; and it is ordered that notice be served on them according to law.

And, on motion, and it appearing from the Affidavit of Millie Thompson, widow and devisee of Nelson P. Thompson, deceased, and Michael Cody that the names and residences of the heirs and devisees of the said Carymele Cramp, Ebenzer Mather, Frances Price, Maria Price, Elizabeth Roberts, Davenport <sup>My</sup> Allen, Albert Dew, Elizabeth Dew, John Barril, Margery V. Porter, John Williams, Anna Price, Joseph Carter, Alexander R. Bowen, Joseph M. Steed, Lydia Craig, Prudence Murdock, John Crowing, Yates Bonwell, James E. Brundage, Elizabeth Brundage, --- Southgate wife of James Southgate whose given name is unknown, --- Steed, wife of J. M. Steed, whose given name is unknown, --- Carter, --- wife of Joseph Carter whose given name is unknown, Anaxaritta Turner, William Francis, George Francis, Thomas Francis, Noah Francis, Deborah Ann Francis Nancy J. Brandis, Rachel Dickerson, Elizabeth Dickerson, William

Craig, George Craig, Gilpah M<sup>r</sup>. Mullin, Nancy Dickerson,  
 Elizabeth Dickerson, Olima Dickerson, Franklin Dickerson,  
 Elizabeth Dickerson, Caroline Dickerson, Mary Dickerson, Ann  
 Dickerson, Stokely Craig, John Craig, Mary Craig, Hoyatt  
 Craig, William Craig, Benjamin Davidson, Prudence Wells  
 Hamilton Smith, Wainock Smith, Julia Kurtz, Mary D.  
 Thompson, Theodore Smith, are unknown to the said  
 plaintiffs, it is ordered as to them service be made by pub-  
 lication for six consecutive weeks in manner prescribed by  
 Statute in case of non resident defendants.

John A. Price, Judge of  
 Court of Common Pleas.

Proof of  
 Publication

Legal Notice

Michael Coady, Millie Thompson, Alice Coady  
 Fannie Shuler, Carrie Palmer, Maud Hawley,  
 Ora Thompson, Nellie Thompson, Ethel Thompson,  
 Walter S. Thompson, Imogene Thompson and  
 Ezra Thompson, Plaintiffs,

Or.

Baryonle Cramp, the unknown heirs of Baryonle Cramp, decea-  
 ed, Ebenezer Mather, the unknown heirs of Ebenezer Mather, de-  
 ceased, Frances Price, the unknown heirs of Frances Price de-  
 ceased, Maria Price, the unknown heirs of Maria Price de-  
 ceased, Elizabeth Roberts, the unknown heirs of Elizabeth  
 Roberts deceased, Davinport<sup>r</sup> Allen, Albert Dew, the unknown  
 heirs of Albert Dew, deceased, Elizabeth Dew, the unknown  
 heirs of Elizabeth Dew, deceased, John Cassil, the unknown  
 heirs of John Cassil deceased, Margery V. Porter, the unknown  
 heirs of Margery V. Porter, deceased, John Williams, the un-  
 known heirs of John Williams, deceased, Anna Price, the  
 unknown heirs of Anna Price, deceased, Joseph Carter, the  
 unknown heirs of Joseph Carter, deceased, Alexander R. Bowen,  
 the unknown heirs of Alexander R. Bowen, deceased, Joseph M.  
 Steud, the unknown heirs of Joseph M. Steud, deceased, Lydia  
 Craig, the unknown heirs of Lydia Craig, deceased, Prudence  
 Murdock, the unknown heirs of Prudence Murdock, deceased,  
 John Cwing, the unknown heirs of John Cwing deceased, Gater  
 Bonwell, the unknown heirs of Gater Bonwell, deceased, James  
 C. Banding, the unknown heirs of James C. Banding, deca-  
 ed, Elizabeth Banding, the unknown heirs of Elizabeth  
 Banding, deceased, --- Southgate, wife of James Southgate  
 whose given name is unknown, the unknown heirs of  
 Mrs. James Southgate, deceased, --- Steud, wife of J. M. Steud  
 whose given name is unknown, the unknown heirs of Mrs.  
 J. M. Steud --- Carter, wife of Joseph Carter, whose given name  
 is unknown, the unknown heirs of Mrs. Joseph Carter,  
 Anaxaretta Turner, the unknown heirs of Anaxaretta Turner  
 deceased, William Francis, the unknown heirs of William  
 Francis, deceased, George Francis, the unknown heirs of George

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Francis, deceased, Thomas Francis, the unknown heirs of Thomas Francis, deceased, Noah Francis, the unknown heirs of Noah Francis, deceased, Deborah Ann Francis, the unknown heirs of Deborah Ann Francis deceased, Nancy J. Landis, the unknown heirs of Nancy J. Landis, deceased, Rachel Dickerson the unknown heirs of Rachel Dickerson, deceased, Elizabeth Dickerson, the unknown heirs of Elizabeth Dickerson, deceased William Craig, the unknown heirs of William Craig, deceased George Craig, the unknown heirs of George Craig, deceased, Gilpah M<sup>r</sup> Millen, the unknown heirs of Gilpah M<sup>r</sup> Millen deceased, Nancy Dickerson, the unknown heirs of Nancy Dickerson, deceased, Elizabeth Dickerson, the unknown heirs of Elizabeth Dickerson deceased, Elvina Dickerson, the unknown heirs of Elvina Dickerson, deceased, Franklin Dickerson, the unknown heirs of Franklin Dickerson, deceased, Elizabeth Dickerson, the unknown heirs of Elizabeth Dickerson deceased, Caroline Dickerson, the unknown heirs of Caroline Dickerson deceased, Mary Dickerson, the unknown heirs of Mary Dickerson, deceased, Ann Dickinson the unknown heirs of Ann Dickinson, deceased, Stokely Craig, the unknown heirs of Stokely Craig deceased, John Craig the unknown heirs of John Craig, deceased, Mary Craig, the unknown heirs of Mary Craig, deceased, Hyatt Craig, the unknown heirs of Hyatt Craig, deceased, William Craig, the unknown heirs of William Craig, deceased, Benjamin Davidson, the unknown heirs of Benjamin Davidson, deceased, Prudence Wells, the unknown heirs of Prudence Wells, deceased, Hamilton Smith, the unknown heirs of Hamilton Smith, deceased, Warrnock Smith, the unknown heirs of Warrnock Smith deceased, Julia Kurtz, the unknown heirs of Julia Kurtz deceased, Mary D. Thompson, the unknown heirs of Mary D. Thompson, deceased, Theodore Smith, the unknown heirs of Theodore Smith, deceased, will take notice that on the 20<sup>th</sup> day of August A. D. 1891, Nelson P. Thompson and Michael Cody filed their petition in the Common Pleas Court of Union County, Ohio, in case N<sup>o</sup> 6421 against Julia Stokely and others, to which action the above named persons and unknown heirs have since been made parties defendant and the heirs and devisees of said Nelson P. Thompson deceased, plaintiffs praying for a decree to quiet the title to the following described tracts of land, situated in Dover Township, Union County, Ohio, and in Survey N<sup>o</sup> 5574, to-wit: First Tract: Beginning at a stone north-west corner of said Survey 5504 and at the intersection of the Steam Mill and Blues Creek road with the Waldo road: thence south 8<sup>o</sup> 4' east with the center of the Steam Mill and Blues Creek road 125 <sup>20</sup>/<sub>100</sub> poles to a stake: thence north 73<sup>o</sup> 2' east 168 poles to a stake in the west line of the J. and N. P. Thompson's land: thence with the west line of said land north 10<sup>o</sup> west 125 <sup>20</sup>/<sub>100</sub>

poles to a stake in the center of the Waldo road in the line of said Survey: thence with said Survey line and the center of Waldo road south  $73\frac{1}{2}^{\circ}$  - west  $113\frac{7}{10}^{\circ}$  poles to the beginning, containing  $129\frac{7}{10}$  acres more or less and owned by the said Michael body.

Second Tract: Beginning at a stone in the north-east corner of said Survey 5504 where the Blue Creek and Dover road crosses the Waldo road: thence with the center of the Blue Creek and Dover road, south  $10^{\circ}$  - east  $354\frac{7}{10}$  poles to a stone, being the south-east corner of said Survey: thence with the south line of said Survey south  $81\frac{1}{2}^{\circ}$  - west  $83\frac{4}{10}$  poles to a stone: thence north  $10^{\circ}$  - west  $356\frac{7}{10}$  poles to a stone in the center of the Waldo road and north line of said Survey: thence with center of the Waldo road and north line of said Survey north  $83\frac{1}{2}^{\circ}$  - east  $83\frac{4}{10}$  poles to the place of beginning containing  $184\frac{7}{10}$  acres owned by said Nelson O. Thompson at the time of his death and now by his heirs and widow and devisees above named, excepting from said description one acre in the north-east corner used for a grave-yard.

Said parties are required to answer on or before the 25<sup>th</sup> day of February or judgment will be taken against them.

The State of Ohio, *Col. J. Bales,* Attorneys for Plaintiffs.  
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 N<sup>o</sup> 32 Volume XIX January 5<sup>th</sup> 1893.

Sworn to and subscribed before me this 11<sup>th</sup> day of February 1893. (Seal) *J. H. Kinkade,* Notary Public.

Entry

6421

Afterward, on the 13<sup>th</sup> day of March, 1893, an Entry was made on the Journal by the Clerk of said Court, to-wit: Michael Body, Millie Thompson, Alice Body, Fannie Shuler, Carrie Calin, Maud Haroley, Ora Thompson, Nellie Thompson, Ethel Thompson, Walter S. Thompson, Imogene Thompson, Ezra Thompson

Journal 16, Page 337.

*vs.*  
John Stokely, the unknown heirs of John Stokely, deceased, Gilbert Allen, the unknown heirs of Gilbert Allen, deceased, Mary Armstrong, the unknown heirs of Mary Armstrong deceased, Elizabeth Breaden, the unknown heirs of Elizabeth Breaden, deceased, James E. Breaden, the unknown heirs of James E. Breaden, deceased, Mary M. Beeson, the unknown heirs of Mary M. Beeson, deceased, Lydia Craig, the unknown heirs of Lydia Craig, deceased, William Craig, the unknown

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heirs of William Craig, deceased, Otho Craig, the unknown  
 heirs of Otho Craig, deceased, Thomas Craig, the unknown  
 heirs of Thomas Craig, deceased, Samuel Craig, the un-  
 known heirs of Samuel Craig, deceased, M. B. Craig, the  
 unknown heirs of M. B. Craig, deceased, Penelope Camp,  
 the unknown heirs of Penelope Camp, deceased, George W.  
 Camp, the unknown heirs of George W. Camp, deceased,  
 John W. Cove, the unknown heirs of John W. Cove, deceased,  
 Eliza Cove, the unknown heirs of Eliza Cove, deceased,  
 Eliza Conwell, the unknown heirs of Eliza Conwell, deceased,  
 Elizabeth Conwell, the unknown heirs of Elizabeth Conwell  
 deceased, John Conwell, Sr. the unknown heirs of John  
 Conwell Sr. Shepherd Yates Conwell, the unknown heirs of  
 Shepherd Yates Conwell, deceased, John Conwell Jr. the un-  
 known heirs of John Conwell Jr. deceased, George Conwell, Sr.  
 the unknown heirs of George Conwell Sr. deceased, George  
 Conwell Jr. the unknown heirs of George Conwell Jr. deceased  
 --- Carter, wife of Joseph Carter, whose given name is  
 unknown, Eliza Cox, the unknown heirs of Eliza Cox, de-  
 ceased, William Cox, the unknown heirs of William Cox, de-  
 ceased, William Cubbison, the unknown heirs of William  
 Cubbison, deceased, Elizabeth N. Cubbison, the unknown  
 heirs of Elizabeth N. Cubbison, deceased, George S. Craig, the  
 unknown heirs of George S. Craig, deceased, John S. Craig  
 the unknown heirs of John S. Craig, deceased, J. D. Craig  
 the unknown heirs of J. D. Craig, deceased, Ann Eliza  
 Conwell, the unknown heirs of Ann Eliza Conwell, deceased,  
 Hester Dunlap, the unknown heirs of Hester Dunlap, deceased,  
 Parnelia Dickinson, the unknown heirs of Parnelia Dick-  
 inson, deceased, Ann Dickinson, the unknown heirs of  
 Ann Dickinson, deceased, Nancy Dickinson, the unknown  
 heirs of Nancy Dickinson, deceased, Thomas Dickinson  
 the unknown heirs of Thomas Dickinson, deceased, Esther  
 Dunlap, the unknown heirs of Esther Dunlap, deceased  
 Elizabeth Ann Dickerson, the unknown heirs of Elizabeth  
 Ann Dickerson, deceased, Elvina Dickerson, the unknown  
 heirs of Elvina Dickerson, deceased, Ann M. Davidson, the  
 unknown heirs of Ann M. Davidson, deceased, Elizabeth  
 Dene, the unknown heirs of Elizabeth Dene, deceased, Albert  
 Dene, the unknown heirs of Albert Dene, deceased, Isaac  
 Davenport, the unknown heirs of Isaac Davenport, deceased,  
 Davenport & Allen, Mary Davidson, the unknown heirs  
 of Mary Davidson, deceased, Thomas Davidson, the unknown  
 heirs of Thomas Davidson, deceased, Joseph P. Davidson  
 the unknown heirs of Joseph P. Davidson, deceased, John  
 Davidson, the unknown heirs of John Davidson, deceased,  
 Mary Ewing, the unknown heirs of Mary Ewing, deceased,  
 George Ewing, the unknown heirs of George Ewing, deceased,  
 Nathaniel Ewing, the unknown heirs of Nathaniel Ewing

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deceased, John Ewing, the unknown heirs of John Ewing, de-  
 ceased, James Ewing, the unknown heirs of James Ewing, deceased,  
 Mary Francis, the unknown heirs of Mary Francis, deceased,  
 Robert Francis, the unknown heirs of Robert Francis, deceased,  
 Newton L. Huffly, the unknown heirs of Newton L. Huffly, de-  
 ceased, Elizabeth L. Huffly, the unknown heirs of Elizabeth L. Huffly,  
 deceased, George B. Kurtz, the unknown heirs of George B. Kurtz,  
 deceased, James Kurtz, the unknown heirs of James Kurtz, de-  
 ceased, Jeremiah Kurtz, the unknown heirs of Jeremiah Kurtz,  
 deceased, Ann P. Leyburn, the unknown heirs of Ann P. Leyburn,  
 deceased, Alfred Leyburn, the unknown heirs of Alfred P. Leyburn,  
 deceased, William R. Lloyd, the unknown heirs of William R.  
 Lloyd, deceased, Jane S. Lloyd, the unknown heirs of Jane S.  
 Lloyd, deceased, Daniel Murdock, the unknown heirs of  
 Daniel Murdock, deceased, Robert Means, the unknown heirs  
 of Robert Means, deceased, Amanda H. Mather, the unknown  
 heirs of Amanda H. Mather, deceased, Sarah C. Mather, the  
 unknown heirs of Sarah C. Mather, deceased, John M<sup>r</sup>. Cullough,  
 the unknown heirs of John M<sup>r</sup>. Cullough, deceased, Parmelia  
 M<sup>r</sup>. Cullough, the unknown heirs of Parmelia M<sup>r</sup>. Cullough  
 deceased, Samuel R. Mather, the unknown heirs of Samuel R.  
 Mather, deceased, Betty Mitchell, the unknown heirs of Betty  
 Margery Murdock, the unknown heirs of Margery Murdock,  
 deceased, Nancy Miller, the unknown heirs of Nancy Miller  
 deceased, --- Miller, husband of Nancy Miller, whose given  
 name is unknown, Mary Meason, the unknown heirs of  
 Mary Meason, deceased, George Meason, the unknown heirs  
 of George Meason, deceased, Cynthia Miller, the unknown  
 heirs of Cynthia Miller, deceased, Hiram Miller, the unknown  
 heirs of Hiram Miller, deceased, John H. Miller, the unknown  
 heirs of John H. Miller, deceased, Ann Miller, the unknown  
 heirs of Ann Miller, deceased, Resen Parks, the unknown  
 heirs of Resen Parks, deceased, Nancy Parks, the unknown  
 heirs Nancy Parks, William Price the unknown heirs of  
 William Price, deceased, Lucy Price, the unknown heirs of  
 Lucy Price, deceased, William D. Price, the unknown heirs of  
 William D. Price, deceased, John H. Price, the unknown heirs  
 of John H. Price, deceased, Alexander Price, the unknown  
 heirs of Alexander Price, deceased, James P. Price, the unknown  
 heirs of James P. Price, deceased, Cornelia Porter, the unknown  
 heirs of Cornelia Porter, deceased, David Porter, the unknown  
 heirs of David Porter, deceased, Nelson Porter, the unknown  
 heirs of Nelson Porter, deceased, Bonwell Porter, the unknown  
 heirs of Bonwell Porter, deceased, Eliza Porter, the unknown  
 heirs of Eliza Porter, deceased, Frances Price, the unknown  
 heirs of Frances Price, deceased, Maria Price, the unknown  
 heirs of Maria Price, deceased, --- Sted, wife of J. M. Sted,  
 whose given name is unknown, James Reynolds, the un-  
 known heirs of James Reynolds, deceased, Eliza Roberts, the un-

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known heirs of Eliza Roberts, deceased, Samuel Roberts, the un-  
 known heirs of Samuel Roberts, deceased, William Roberts, the  
 unknown heirs of William Roberts, deceased, Elizabeth Roberts  
 the unknown heirs of Elizabeth Roberts, deceased, - - - Southgate  
 wife of James Southgate whose given name is unknown,  
 Samuel Stokely, the unknown heirs of Samuel Stokely, deceased  
 Nancy Smith, the unknown heirs of Nancy Smith, deceased,  
 Mary Stokely, the unknown heirs of Mary Stokely, deceased,  
 Theodore Smith, the unknown heirs of Theodore Smith, de-  
 ceased, Thomas Smith, the unknown heirs of Thomas Smith  
 deceased, Warrick Smith, the unknown heirs of Warrick Smith,  
 deceased, Joseph B. Smith, the unknown heirs of Joseph B. Smith  
 deceased, John Smith, the unknown heirs of John Smith, de-  
 ceased, Amos Smith, the unknown heirs of Amos Smith, de-  
 ceased, Mary Smith, the unknown heirs of Mary Smith  
 deceased, Jacob Shinnaberry, the unknown heirs of Jacob  
 Shinnaberry deceased, Elvira Shinnaberry, the unknown  
 heirs of Elvira Shinnaberry, deceased, Benjamin Stokely, Sr.  
 the unknown heirs of Benjamin Stokely Sr. deceased, Lyne  
 Starling, the unknown heirs of Lyne Starling, deceased,  
 Silas A. Strong, the unknown heirs of Silas A. Strong, de-  
 ceased, Beal Sellman, the unknown heirs of Beal Sellman  
 deceased, Mountford Stokely, the unknown heirs of Mountford  
 Stokely, deceased, Lucretia C. Stokely, the unknown heirs of  
 Lucretia C. Stokely, deceased, Benjamin Stokely Jr. the un-  
 known heirs of Benjamin Stokely Jr. deceased, John Stokely  
 son of Benjamin Stokely, the unknown heirs of John Stokely  
 deceased, Addison Stokely, the unknown heirs of Addison  
 Stokely deceased, James Addison Stokely, the unknown heirs  
 of James Addison Stokely, deceased, Tecumseh Stokely, the  
 unknown heirs of Tecumseh Stokely, deceased, Beoni Tecumseh  
 Stokely, the unknown heirs of Beoni Tecumseh Stokely, deceased  
 Braynes Stokely, the unknown heirs of Braynes Stokely, deca-  
 sed, Elizabeth Stokely, the unknown heirs of Elizabeth Stokely  
 deceased, Ben Stokely, the unknown heirs of Ben Stokely de-  
 ceased, Thomas Stokely, the unknown heirs of Thomas Stokely  
 deceased, John Vanhook, the unknown heirs of John Vanhook,  
 deceased, Anaretta Turner, the unknown heirs of Anaretta  
 Turner, deceased, Mary Thompson, the unknown heirs of  
 Mary Thompson, deceased, Polyzena White, the unknown  
 heirs of Polyzena White, deceased, Francis O. Wilson, the unknown  
 heirs of Francis O. Wilson, deceased, William Wilson, the un-  
 known heirs of William Wilson, deceased, Hiram White, the  
 unknown heirs of Hiram White, deceased, Elizabeth A. Wood  
 the unknown heirs of Elizabeth A. Wood, deceased, F. O. Wilson  
 the unknown heirs of F. O. Wilson, deceased, Ellen Wallace, the  
 unknown heirs of Ellen Wallace, deceased, Jane White, the  
 unknown heirs of Jane White, deceased, Elizabeth Williams  
 the unknown heirs of Elizabeth Williams, deceased, Louisa

Wilson, the unknown heirs of Louisa Wilson, deceased, John  
 H. Wallace, the unknown heirs of John H. Wallace, deceased,  
 Maria Veck, the unknown heirs of Maria Veck, deceased,  
 William Turner, the unknown heirs of William Turner, de-  
 ceased, Thomas Wood, the unknown heirs of Thomas Wood  
 deceased, James Veck, the unknown heirs of James Veck, de-  
 ceased, Prudence Tennas, the unknown heirs of Prudence  
 Tennas, deceased, Carymele Cramp, the unknown heirs of  
 Carymele Cramp, deceased, Ebenezer Mathers, the unknown  
 heirs of Ebenezer Mathers, deceased, Albert Dew, the unknown  
 heirs of Albert Dew, deceased, Elizabeth Dew, the unknown  
 heirs of Elizabeth Dew, deceased, John Cassil, the unknown  
 heirs of John Cassil, deceased, Margery V. Porter, the unknown  
 heirs of Margery V. Porter, deceased, John Williams, the un-  
 known heirs of John Williams, deceased, Anna Price, the un-  
 known heirs of Anna Price, deceased, Joseph Carter, the un-  
 known heirs of Joseph Carter, deceased, Alexander R. Bowen  
 the unknown heirs of Alexander R. Bowen, deceased, Joseph  
 M. Stued, the unknown heirs of Joseph M. Stued, deceased,  
 Lydia Craig, the unknown heirs of Lydia Craig, deca-  
 ed, Prudence Murdock, the unknown heirs of Prudence  
 Murdock, deceased, John Ewing, the unknown heirs of  
 John Ewing, deceased, Oyates Cronwell, the unknown heirs  
 of Oyates Cronwell, deceased, James E. Bunding, the un-  
 known heirs of James E. Bunding, deceased, Elizabeth  
 Bunding, the unknown heirs of Elizabeth Bunding de-  
 ceased, - Carter, wife of Joseph Carter, whose given name  
 is unknown, Anaxete Turner, the unknown heirs of  
 Anaxete Turner, deceased, William Francis, the unknown  
 heirs of William Francis, deceased, George Francis, the un-  
 known heirs of George Francis, deceased, Thomas Francis  
 the unknown heirs of Thomas Francis, deceased, Noah  
 Francis, the unknown heirs of Noah Francis, deceased,  
 Deborah Ann Francis, the unknown heirs of Deborah Ann  
 Francis, deceased, Nancy J. Landis, the unknown heirs  
 of Nancy J. Landis, deceased, Rachel Dickerson, the unknown  
 heirs of Rachel Dickerson, deceased, Elizabeth Dickerson, the  
 unknown heirs of Elizabeth Dickerson, deceased, William  
 Craig, the unknown heirs of William Craig, deceased,  
 George Craig, the unknown heirs of George Craig, deca-  
 ed, Gilpah M<sup>r</sup>. Millen, the unknown heirs of Gilpah M<sup>r</sup>.  
 Millen, deceased, Nancy Dickerson, the unknown heirs of  
 Nancy Dickerson, deceased, Elizabeth Dickerson, the unknown  
 heirs of Elizabeth Dickerson deceased, Chvina Dickerson,  
 the unknown heirs of Chvina Dickerson, deceased, Franklin  
 Dickerson, the unknown heirs of Franklin Dickerson, de-  
 ceased, Elizabeth Dickerson, the unknown heirs of Elizabeth  
 Dickerson, deceased, Caroline Dickerson, the unknown heirs  
 of Caroline Dickerson, deceased, Mary Dickerson, the unknown

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heirs of Mary Dickerson, deceased, Ann Dickerson, the unknown heirs of Ann Dickerson, deceased, Stokely Craig, the unknown heirs of Stokely Craig, John Craig, the unknown heirs of John Craig, deceased, Mary Craig the unknown heirs of Mary Craig, deceased, Hyatt Craig, the unknown heirs of Hyatt Craig, deceased, William Craig, the unknown heirs of William Craig, deceased, Benjamin Davidson, the unknown heirs of Benjamin Davidson, deceased, Prudence Wells, the unknown heirs of Prudence Wells, deceased, Hamilton Smith, the unknown heirs of Hamilton Smith, deceased, Wamock Smith, the unknown heirs of Wamock Smith, deceased, Julia Kurtz, the unknown heirs of Julia Kurtz, deceased, Mary D. Thompson, the unknown heirs of Mary D. Thompson, deceased, Theodore Smith, the unknown heirs of Theodore Smith, deceased, Defendants.

This cause this day coming on for hearing the plaintiffs by their attorneys, offers proof of publication of notice to the defendants and unknown heirs of the pendency and prayer of the petition herein; and the Court finding said publication and proof in all respects regular and according to law and the former orders of this Court do hereby approve the same.

And this cause was submitted to the Court upon the pleadings, the defendants all being in default for answer and demurrer, and the evidence and on consideration thereof the Court finds that at the time of bringing this action the said plaintiffs were in the possession of the real property described in the petition and that they had the legal estate in and were 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.

It is therefore ordered, adjudged and decreed that the title and possession of Millie Thompson, widow and devisee of, and Alice Cady, Fannie Shuler, Carrie Palen, Maud Hawley, Ora Thompson, Nellie Thompson, Ethel Thompson, Walter S. Thompson, Imogene Thompson, Ezra Thompson, children and devisees of said Nelson P. Thompson, deceased, to all and singular the premises described in the petition as follows, to wit: Situated in Dover Township, Union County Ohio, and part of Virginia Military Survey N<sup>o</sup> 5504.

Beginning at a stone the north-east corner of said Survey where the Blue Creek and Dover road crosses the Walds road; thence with the center of the Blue Creek and Dover road S. 10° E. 354  $\frac{7}{10}$  poles to a stone being the south east corner of the Survey, thence with the south line of

said Survey S.  $71^{\circ}\frac{1}{2}$  - N.  $73^{\circ}\frac{16}{100}$  poles to a stone; thence N.  $10^{\circ}$  - N.  $35^{\circ}\frac{6}{100}$  poles to a stone in the center of the Waldo road and north line of the Survey; thence with the center of the Waldo road and north line of the survey N.  $73^{\circ}\frac{1}{2}$  - E.  $73^{\circ}\frac{1}{2}$  poles to the place of beginning containing  $184^{\frac{76}{100}}$  acres, more or less, excepting one acre in the north-east corner used as a grave-yard, + be and the same are hereby, quieted as against the defendants, and each and every one of them and all persons claiming under 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 Millie Thompson, Alice Cody, Fannie Shuler, Carrie Galen, Maud Hawley, Ora Thompson, Nellie Thompson, Ethel Thompson, Walter S. Thompson, Imogene Thompson, Ezra Thompson, their heirs and assigns thereto.

It is further ordered, adjudged and decreed that the title and possession of the said Michael Cody to all and singular the premises in the petition described as follows, to wit: Situated in Dover Township, Union County, Ohio, and part of Virginia Military Survey No. 5504 and described as follows:

Beginning at a stake north-west corner of said Survey and at the intersection of the Steam Mill and Blue Creek road with the Waldo road; thence S.  $8^{\circ}\frac{1}{4}$  - E. with the center of the said Steam Mill and Blue Creek road  $125^{\frac{20}{100}}$  poles to a stake; thence N.  $73^{\circ}\frac{1}{2}$  - E. 168 poles to a stake in the west line of J.  $\frac{3}{4}$  N.O. Thompson's land; thence with the west line of said land N.  $10^{\circ}$  - N.  $125^{\frac{20}{100}}$  poles to a stake in the center of the Waldo road and north line of said Survey; thence with the center of said Waldo road and north line of said Survey S.  $73^{\circ}\frac{1}{2}$  - N.  $163^{\frac{20}{100}}$  poles to the beginning containing  $129^{\frac{76}{100}}$  acres more or less but subject to all legal highways be and the same hereby are quieted as against the defendants and each and every one of them, and all persons claiming under 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 Michael Cody his heirs or assigns thereto.

It is further ordered and adjudged that the plaintiffs pay the costs of this action taxed to \$- - -.

Attest  
A. M. Linn  
Clerk

Marysville District before the Term the year minding

of October Office of Petition Leonard Church partner of Church

The for the the Std. Wald. count of of which and en.

1890	18"
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Pleas continued and held at the Court House in Marysville 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 9<sup>th</sup> day of January, in the year of our Lord, one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to wit, on the 1<sup>st</sup> day of October 1892, Leonard G. Church et al. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William H. Yarrington, to wit:

Leonard G. Church, Samuel L. Church & Theodore D. Weld,  
partners under the firm name  
of Church Bros. & Weld, Plaintiffs

Court of Common Pleas  
Union County, Ohio

vs.  
William H. Yarrington,  
Defendant.

The plaintiffs say:

That they are a copartnership formed for the purpose of carrying on, and doing business in the State of Ohio under said firm name of Church Bros. & Weld. That this action is founded upon an account for the unconditional payment of money only, of which the following is a copy with all the credits and endorsements thereon, to wit:

Mr. W. H. Yarrington,		Broadway, Ohio.	
Brought of		Church Bros. & Weld.	
1890	Aug. 18 <sup>th</sup>	To 24 lights 24x34 55 <sup>13.20</sup>	10 # Putty 10 <sup>13</sup> Br. Points 15 <sup>75</sup>
"	27 <sup>th</sup>	" 1 tile 15 <sup>2.5</sup> pencils 2.5 <sup>80</sup>	tape line
"	29 <sup>th</sup>	" 10 lights 24x30 4.50	4 lights 24x32 2 <sup>6.50</sup>
"		" 2 Bl. bit Ader 3.25	1 Bonny Vise 6.5 <sup>3.90</sup>
"		" 1 Maul 6.5 <sup>1.03</sup>	1 Mallet 3.0 <sup>1.03</sup> Pa. Points 10 <sup>1.03</sup> 9 1/2 # Putty 58 <sup>70</sup>
"		" 1 Hammer 5.0 <sup>1.50</sup>	1 Hatchet 1.2 <sup>1.50</sup>
Sept.	2 <sup>nd</sup>	" 1 Keg 20 <sup>d</sup> wire nails 3.10	1 Keg 3 <sup>d</sup> Do. 4.30 <sup>7.40</sup>
"	4 <sup>th</sup>	" 1 " 3 <sup>d</sup> fine 4.20 33 ft. 14" Valley 8 <sup>2.64</sup>	
"	10 <sup>th</sup>	" 18 lights 22x32 10.80	4 # Putty 14 <sup>10.94</sup>
"	12 <sup>th</sup>	" 1 Keg 8 <sup>d</sup> wire nails 3.35	4 lb. Plaster Hair 1.2 <sup>4.35</sup>
Oct.	8 <sup>th</sup>	" 1 " 8 <sup>d</sup> " "	
"	27 <sup>th</sup>	" 1 cross cut Saw	
Nov.	5 <sup>th</sup>	" 1 Keg 8 <sup>d</sup> wire nails	
"	10 <sup>th</sup>	" 12 Pr. 8 <sup>in.</sup> Strap Hinges 15 <sup>1.80</sup>	
"		" 7 " 10 <sup>in.</sup> do. 1.40	20 # 20 <sup>d</sup> wire nails 70 <sup>2.10</sup>
"		" 1 Keg 3 <sup>d</sup> nails 4.30	1 Keg 8 <sup>d</sup> Do 3.30 <sup>7.60</sup>
"		" Bay Fork Complete	
Nov	11 <sup>th</sup>	" 1 Keg 8 <sup>d</sup> wire nails 3.30	1 light 24x34 Do. 75 <sup>4.05</sup>
"		" 2 lights 18x24	
"	12 <sup>th</sup>	" 6 lights 30x40 D.S. 125 <sup>7.50</sup>	

1890	Nov.	19 <sup>o</sup>	To 3 lights 20x24 53. <sup>49</sup>	2 Dr. 16x20 30		79
			" 3 " 8x26 90 14	" 24x32 7 <sup>20</sup>		7 30
			" 1 " 20x40 K.S.			75
			" fine nails <sup>10</sup> foot bolt <sup>20</sup> chain bolt <sup>20</sup>			50
			" 5 mortise locks <sup>3</sup> / <sub>4</sub> knobs 2 <sup>20</sup> 4 dz. N.S. bolts 80			2 70
			" 1 gro. <sup>3</sup> / <sub>8</sub> screws <sup>15</sup> 1 rule <sup>10</sup> 10 # Putty 35			70
	Nov.	28	" 3 wrought nails <sup>15</sup> 4 hasps <sup>3</sup> / <sub>4</sub> Sta. 30			45
			" 4 hooks <sup>3</sup> / <sub>4</sub> staples 20 4 Dr. 10			30
	Dec.	1	" 6 doz. N.S. Bolts 120 4 lights 8x26 50			1 70
			" 2 lights 19x37 120 2 Dr. 22x30 90			1 90
			" 24 " 9x12 120 12 Rim locks <sup>3</sup> / <sub>4</sub> knobs 57 <sup>40</sup>			6 60
			" 1 " 24x32 30 1 foot bolt <sup>25</sup> chain bolt <sup>25</sup>			1 00
			" 7 <sup>3</sup> / <sub>4</sub> # Putty			34
	Dec	4	" 10 # 8 <sup>d</sup> wire nails <sup>35</sup> 5 sets barn door rolls <sup>40</sup> track <sup>40</sup>			4 35
			" 1 set barn door rolls + track 175 <sup>5</sup> ex. rope for hay fork 75			2 50
			" 2 lights 19x38 120 1 spirit level 150 Ga. Points 100			2 80
			" 48 " 9x12 270 5 # Putty 20			2 60
			" 9 gal. B. oil 675 50 # varn. red 200 1/2 gal. Jap. 50			9 25
			" 5 1/2 " R. " 380 4 1/2 gal. coal oil 47			4 32
			" 7 # Putty 28 5 # nails 20 1 light 8x25 10			58
			" 12 1/2 # white lead			1 00
			" 1 paint brush			1 40
		18 91				
	June	3	" 1 ap + Handle per Emory 100 cash Dr. 220			3 00
	Feb.	2	" 1 knife 85 (March 17 <sup>o</sup> ) 2 rim locks <sup>3</sup> / <sub>4</sub> knobs 100			1 80
	Mch	17	" 2 pr. <sup>3</sup> / <sub>2</sub> x <sup>3</sup> / <sub>2</sub> Butts 20 2 lights glass 330			3 50
			" 12 N.S. Bolts 20 4 1/2 # Putty 18 Bx. Points 10			48
			" 5 gal. paint 700 1 gal. oil 70 + jug 10			7 80
	June	2	" 1 Hay fork track complete			15 00
			" 115 <sup>3</sup> / <sub>4</sub> # iron 37 24- 1/2 x 7 bolts 120			4 67
			" 2 barn door latches 50 10 hooks <sup>3</sup> / <sub>4</sub> staples 25			75
			" 2 sets barn door rolls 220 4 stays 40 ft. track 250 Pullys 25			5 65
			" 48 lights 10x18 8			3 75
			" 1 1/2 doz. N.S. Bolts 20			23
			" 3 latches 45 4 files 28 3 pr. 7 x 30 nails 5 Putty 5			1 16
	July	7	" 4 gal B. oil 260 10 # sch 30			2 90
			" 2 cup bd turns 40 latch 10 nails 8 sand paper 10 gal. oil 65			1 43
	Aug	19	" 1 hatchet 50 2 pullers 30 6 doz. N.S. bolts 120			2 20
			" 1 hay fork complete with extra rope + track			16 75
			" rope for door			60
			" 88 lights 10x18 9			7 92
			" 1 saw 165 8 lights 8x28 80			2 45
			" 50 # <sup>3</sup> / <sub>4</sub> round iron (cut to 8 ft. lengths)			1 75
	Sept.	14	" 24 # " " " "			84
	Oct.	15	" 48 ft. barn door track 300 28 bolts 28 1 pr. 6 in. strap hinges 12			3 40
			" 5 hooks <sup>3</sup> / <sub>4</sub> staples 15 2 hasps <sup>3</sup> / <sub>4</sub> staples 20			35
			" 2 hatchets 30 1/2 1/4 140 2 gauges 25 saw set 70			2 53
			" Valley tin 55 1 doz. pencils 150			1 05
			" 8 bolts 68			68

Dec.	13	Ta
	16	
	18	
1892	April 26	
May	12	
	23	
	27	
June	4	
	6	
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	16	
	22	
July	3	
	25	
Aug	1	
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	24	
	29	
	31	
Sept	3	
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	7	

Dec.	13	Gr 10 glass 24 x 28 <sup>4.2</sup> 2 lights 10 x 40 <sup>4.6</sup>	4	46
		" 1 Pa. Points <sup>1.0</sup> 6 1/2 # putty .26 5 rim locks <sup>2.2</sup>	2	36
		" 5 pr. knobs		40
	16	" 2 glass 24 x 28		80
	18	" 1 " " 10 x 16 <sup>7.7</sup> 4 B.D. stays <sup>3.2</sup> 1/2 doz. staples <sup>1.0</sup>		49
		" correct error march 17 <sup>2</sup> , 1891		70
1892	April 26	" Boring machine repairs		2.00
May	12	" 18 lights 24 x 34 <sup>9.72</sup> 5 # putty <sup>2.0</sup> 18 lights 24 x 30 <sup>7.34</sup>	17	66
		" 1 box points <sup>1.0</sup> (14) 2 lights 24 x 36 <sup>1.50</sup> 2 dr. 10 x 40 D.S. <sup>7.0</sup>	2	30
		" 1 set sliding door shears		50
	23	" 12 lights 24 x 32 <sup>5.20</sup> 7 # putty <sup>2.8</sup>	3	68
	27	" 36 sacks plaster <sup>5.0</sup>	18	03
June	4	" 26 lights 24 x 34 <sup>13.20</sup> 12 # putty <sup>4.8</sup> points <sup>1.0</sup>	13	58
		" 4 " " 16 x 34 <sup>1.80</sup> 6 doz. W. S. bolts <sup>1.20</sup>	3	00
	6	" 2 spades <sup>1.50</sup> tile <sup>2.0</sup> (9) 39 # chain <sup>2.34</sup>	4	04
	13	" 6 lights 24 x 34 <sup>2.20</sup> 1 keg 3 fine wire nails <sup>4.2</sup>	7	00
	16	" 2 bits <sup>4.0</sup> (18) 1 screw driver <sup>2.0</sup> (21) 2 pr. butts <sup>3.0</sup>		90
	22	" 2 fine thimbles <sup>2.5</sup> (22) 31 sks. plaster <sup>15.50</sup>	15	75
July	3	" 1 extra long 1 in. Iron bit	1	10
		" 1 cross-cut-saw <sup>2.50</sup> 2 dinner buckets <sup>1.2</sup>	3	50
	23	" 2 glass 35 x 63 D.S. <sup>3.75</sup> 5 dr. 35 x 43 D.S. <sup>12.2</sup>	15	75
		" 4 " " 20 3/4 x 32 1/2 ss <sup>2.2</sup> 2 dr. 18 x 28 3/4 <sup>5.0</sup>	2	50
		" 22 x 42 D.S. <sup>9.0</sup> 2 lights colored glass <sup>3.0</sup>	1	40
		" 4 lights figured glass <sup>1.33</sup> 10 do. <sup>8.4</sup>	2	17
		" 25 # 8 finishing na. <sup>7.5</sup> 6 # 7 D.S. 24		99
		" 5 # 1 1/4 W: 18 brads <sup>4.0</sup> 15 # putty <sup>.60</sup>	1	00
		" 1 iron dead lock <sup>1.2</sup> store door latch <sup>2.5</sup>	1	25
		" 3 pr. 4 1/2 x 4 1/2 - bits <sup>6.0</sup> 3 pr 3 1/2 x 3 1/2 dr. <sup>4.5</sup>	1	05
		" 1 chain bolt <sup>3.0</sup> 1 foot bolt <sup>2.5</sup>		55
		" 3 pr. jet knobs <sup>4.5</sup> 3 rim locks <sup>1.35</sup>	1	80
Aug	1	" 5 glass 24 x 34 <sup>2.50</sup> 2 dr. 24 x 32 <sup>9.0</sup>	3	40
	4	" 2 scratch awls <sup>3.0</sup> 1 B. M. Bit <sup>7.5</sup>	1	05
	8	" 1 cov. chisel <sup>1.20</sup> 2 framing chisels <sup>7.5</sup>	1	75
	12	" 1-1 in. B. M. Bit <sup>5.0</sup> (22) 1 keg 8 wire nails <sup>2.65</sup>	3	15
	24	" 1 hammer <sup>6.0</sup> (29) 6 lights 24 x 32 <sup>2.70</sup>	3	30
	29	" 11 pr. 3 1/2 x 3 1/2 - butts <sup>1.10</sup> 1 gro. screws <sup>3.0</sup>	1	40
		" 2 front door locks <sup>1.00</sup> 9 locks <sup>3.15</sup> 11 pr. knobs <sup>1.20</sup>	5	25
		" 5 # 6 finish nails <sup>2.0</sup> 10 # 8 wire brads <sup>3.0</sup>		50
		" sand paper <sup>5</sup> 17 pr. drawer pulls <sup>2.10</sup>	2	15
		" 25 sacks plaster (June 23) <sup>7.20</sup>	12	50
	31	" 60 ft. steel hay fork track <sup>1</sup> 5.20	12	20
		" 21 sets hangers <sup>2.30</sup> rope hook <sup>1.0</sup>	2	60
		" 2 floor hooks <sup>2.0</sup> 3 pulleys <sup>7.5</sup> 1 fork <sup>1.25</sup>	2	20
Sept	3	" 20 # 3 wire nails <sup>7.0</sup> 1 knob latch + knobs <sup>2.2</sup>		92
		" 2 pr. 3 1/2 x 3 1/2 butts <sup>2.0</sup> 1 pr. 3 in. --- <sup>1.0</sup>		30
		" 3 knob locks <sup>1.05</sup> 1 pr. knobs <sup>1.0</sup>	1	15
		" 8 lights 8 x 28 <sup>6.4</sup> 3 dr. 20 x 36 D.S. <sup>1.25</sup>	2	52
	5	" 25 # 3 wire nails <sup>8.8</sup> (7) 33 # rope 14 <sup>4.62</sup> 2 # cotton do <sup>4.0</sup>	5	90
	7	" 5 pr. 8 in strap hinges <sup>7.5</sup> 10 pr. 14" do. <sup>2.50</sup>	3	25

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16.75  
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2.45  
1.75  
84  
3.40  
35  
2.55  
1.05  
88

Sept	7	To 50 bolts <sup>75</sup> 2 pr. 8 <sup>in</sup> strap hinges <sup>30</sup> 4 pr. 6 <sup>in</sup> do <sup>40</sup>	1 45
		" 1 <sup>#</sup> wood nails 6 hasps + sta. <sup>50</sup> 14 hooks + sta. <sup>40</sup>	75
		" 1 bit <sup>10</sup> 3 <sup>d</sup> wire nails <sup>35</sup>	15
	12	" 2 pr. 8 <sup>in</sup> strap hinges <sup>30</sup> 2 2 <sup>3</sup> / <sub>8</sub> ft. valley <sup>48</sup>	2 11
	16	" 21 <sup>#</sup> chim. top <sup>20</sup> 12 <sup>#</sup> putty <sup>48</sup>	4 65
		" 2 hooks <sup>20</sup> 36 lights 10 x 12 <sup>1</sup> / <sub>2</sub> points <sup>10</sup>	1 92
		" 2 pr. screw <sup>3</sup> / <sub>4</sub> strap hinges	46
	19	" 1-8 <sup>in</sup> strap hinge 10 36 <sup>#</sup> 3 <sup>8</sup> round iron <sup>108</sup>	1 18
			\$ 467 60
Credits			
Jan	4/90	By 12 <sup>1</sup> / <sub>2</sub> # white lead returned	1 00
	31	" Cash	70 00
June	24/91	" "	20 00
Aug	13	" "	10 00
"	24	" "	10 00
Sept.	19	" "	20 00
Dec.	18	" "	50 00
		" Correction (July 8)	10
May	11/92	" Cash	10 00
	12	" " "	4 00
Sept	3	" glass returned	5 00
"	7	" Bafter Irons & floor hook returned	58
			\$ 190 68
		To Balance	\$ 256 92

The plaintiff says that there is due to them on such account from the defendant, the sum of two hundred and fifty-six <sup>3</sup>/<sub>4</sub> <sup>72</sup>/<sub>100</sub> dollars which they claim with interest from the 19<sup>th</sup> day of September A. D. 1892.

The plaintiffs therefore ask judgment against the said defendant for said sum of two hundred and fifty six <sup>3</sup>/<sub>4</sub> <sup>72</sup>/<sub>100</sub> dollars and interest from the 19<sup>th</sup> day of September A. D. 1892.

Porter & Porter  
Attorneys for Plaintiff.

Theodore D. Weld, being duly sworn makes oath that he is one of the plaintiffs in the above entitled action, and that the facts stated in the foregoing petition are true as he believes.

Theodore D. Weld.  
Sworn to by Theodore D. Weld before me, and signed by him in my presence this 1<sup>st</sup> day of October A. D. 1892.  
R. McCrory, Clerk of Court

To the Clerk:  
Issue a Summons and an order of Attachment against the defendant. Also notice against the garnishee O. M. Scott & Bro. all returnable according to law.  
Endorse: "Amount claimed \$ 256. <sup>72</sup>/<sub>100</sub> with interest from September 19<sup>th</sup>, 1892 and Order of Attachment."  
Porter & Porter  
Attorneys for Plaintiffs

To the Cl  
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on the 18<sup>th</sup>  
Endorse  
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October 11, 1892

Summons  
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To the Clerk:

Issue a Summons, and order of Attachment against the defendant, the summons and order of Attachment returnable according to law. Also notices against the garnishees O. M. Scott & Bro. & John Yarrington. Let the notice to the garnishees require them to appear and answer on the 18<sup>th</sup> day of October 1892, at 10 o'clock A. M.

Endorse on the Summons "Amount claimed \$256.<sup>22</sup> with interest from September 19<sup>th</sup>, 1892." October 11, 1892. Porter & Porter, Attorneys for Plaintiff.

Summons

Afterward, on the 1<sup>st</sup> day of October, 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 William H. Yarrington that he has been sued by Leonard G. Church Samuel L. Church and Theodore D. Weld under the firm name of Church Bros. & Weld in the Court of Common Pleas of Union County, and must answer by the 29<sup>th</sup> day of October 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 10<sup>th</sup> day of October A. D. 1892.

Witness my hand and the seal of said Court (Seal) this 1<sup>st</sup> day of October, A. D. 1892. R. M. Croy, Clerk.

Indorsed: In Action for Money. Amount claimed \$256.<sup>22</sup> with Interest from September 19<sup>th</sup>, 1892.

Sheriff's Return

Afterward, on the 10<sup>th</sup> 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:

Ser. <sup>y</sup> Return	30
Mileage	1 60
Copy	20
Total	2 10

The State of Ohio,  
Union County

Sheriff's Return.

Received this writ October 1<sup>st</sup>, A. D. 1892 at 11 o'clock A. M. This writ was not delivered to defendant by order of plaintiff. Thomas Martin, Sheriff.

Afterward, on the 1<sup>st</sup> day of October, 1892, an Affidavit was filed with the Clerk of said Court, to wit:

Leonard G. Church, Samuel L. Church & Theodore D. Weld, partners under the firm name of Church Bros. & Weld. Plaintiffs  
vs.  
William H. Yarrington, Defendant

Court of Common Pleas  
Union County, Ohio

Theodore D. Weld being sworn, makes oath: That he is one of the plaintiffs in the above entitled action. That the action of the plaintiffs herein against

Affidavit

6439

said defendant William H. Yarrington is founded upon an account for the unconditional payment of money only to wit: for goods, chattels, wares, and merchandise sold by the plaintiffs to the defendants. Said account is in the sum of \$236.<sup>22</sup> with interest from September 19<sup>th</sup>, 1892.

And this affiant further makes oath that said claim and account is just and that the plaintiffs as he believes ought to recover thereon the sum of two hundred and fifty-six <sup>72</sup>/<sub>100</sub> dollars interest from the 19<sup>th</sup> day of September, 1892.

Affiant further makes oath that the said William H. Yarrington, as affiant verily believes and here charges, has absconded from the State of Ohio with intent to defraud his creditors. That he has left the County of his residence to avoid the service of a summons, and so conceals himself that a summons cannot be served on him, and that he has assigned, removed, and disposed of a part of his property with intent to defraud his creditors.

The affiant further makes oath that he has good reason to believe that O. M. Scott & Bro. of Marysville in said County of Union, and who are a copartnership formed for the purpose of carrying on business in the State of Ohio, has property of the defendant in his possession in his possession to wit: that the said O. M. Scott & Bro. are indebted, as affiant believes, to the defendant William H. Yarrington in the sum of Seventy-five dollars or more. And further affiant saith not.

Theodore D. Weld.

Sworn to and subscribed by Theodore D. Weld this 1<sup>st</sup> day of October, 1892. (Seal) R. M. Leroy,

Clerk of Court.

Undertaking for Attachment

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

Leonard G. Church, Samuel L. Church & Theodore D. Weld

vs.

William H. Yarrington

We bind ourselves to the said defendant William H. Yarrington that the plaintiffs Leonard G. Church, Samuel L. Church and Theodore D. Weld shall pay the said defendant the damages not exceeding Five hundred and thirteen dollars and eighty-four cents which defendant may sustain by reason of the attachment in this action, if the order therefore be wrongfully obtained.

October 1<sup>st</sup>, 1892

T. D. Weld

L. G. Church

Chas. W. Southard

This undertaking approved by me, this 1<sup>st</sup> day of October, A. D. 1892.

(Seal) R. M. Leroy, Clerk of said Court.

Notice to Garnish

The State of Ohio, Union County, Leonard G. Church

William H. Yarrington

vs.

William H. Yarrington

County of Union

on or before

the 19<sup>th</sup> day of

September, 1892.

That the said

William H. Yarrington

and they

do hereby

to said defendant

William H. Yarrington

this 1<sup>st</sup> day of

October, 1892.

(Seal)

And

County of Union

County of Union

Service 30

Copy 30

Mileage 16

Total \$ 76

Order of Attachment

After

Attachment

The State of Ohio

Union County

Leonard G. Church

vs.

William H. Yarrington

County of Union

lands, tenements

rights, credits

of the said

William H. Yarrington

applied to

Leonard G. Church

and Theodore D. Weld, and

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per 19<sup>th</sup> day of

September, 1892.

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10<sup>th</sup> day of

October, 1892.

Notice  
to  
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The State of Ohio,  
Union County ss:  
Leonard G. Church et al  
vs.  
William H. Yarrington

To the Sheriff of said County, Greeting

We command you to notify O. M. Scott & Bro. to appear before the Honorable Court of Common Pleas of said County, at the Court House within and for said County, on or before the 10<sup>th</sup> day of October A. D. 1892, and answer under oath, all questions put to them touching the property of every description, and credits of the defendant William H. Yarrington in their possession or under their control and they shall disclose truly the amount owing by them to said defendant, whether due or not.

You will make due return of this writ on the 10<sup>th</sup> day of October A. D. 1892.

Witness my hand and the seal of said Court this 1<sup>st</sup> day of October A. D. 1892.  
(Seal) R. M. Croy, Clerk of the Court of Common Pleas.

And on the 1<sup>st</sup> day of October, 1892, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Service	30
Copy	30
Mileage	16
Total	\$ 76

Received this writ October 1<sup>st</sup> 1892, and served same by delivering a certified copy thereof to the within named O. M. Scott & Bro. on the 1<sup>st</sup> day of October 1892.  
Thomas Martin, Sheriff.

Order of  
Attachment

Afterward, on the 1<sup>st</sup> day of October, 1892 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.  
Leonard G. Church et al  
vs.  
William H. Yarrington

To the Sheriff of Union County.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks rights, credits, money and effects of the defendant, William H. Yarrington in your County not exempt by law from being applied to the payment of the claims of the plaintiff Leonard G. Church, Samuel L. Church and Theodore C. Meld, under firm name of Church Bros. & Meld, or so much thereof as will satisfy their claim for two hundred and fifty-six and <sup>72</sup>/<sub>100</sub> dollars with interest from September 19<sup>th</sup> 1892, and also for seventy-five dollars, the probable cost of this action.

You will make due return of this order on the 10<sup>th</sup> day of October A. D. 1892.  
Witness my hand and the Seal of said Court, this

Sheriff's Return

1<sup>st</sup> day of October A. D. 1892. (Seal) R. M<sup>o</sup> Croxy, Clerk. And on the 10<sup>th</sup> day of October, 1892 the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows, to wit:

Service	30
Copies	60
Mileage	1.60
Total	\$ 2.50

Sheriff's Office, Union County, Ohio.

October 1<sup>st</sup>, A. D. 1892.

Received this order on the 1<sup>st</sup> day of October, A. D. 1892 of the defendant appearing and agreed to settle this claim. This writ was not served by order of plaintiff.

Thomas Martin, Sheriff.

Afterward, on the 11<sup>th</sup> day of October, A. D. 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 H. Yarrington that he has been sued by Leonard G. Church, Samuel L. Church and Theodore D. Weld under the firm name of Church Bros. & Weld in the Court of Common Pleas of Union County, and must answer by the 12<sup>th</sup> day of November 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 24<sup>th</sup> day of October A. D. 1892.

Witness my hand and the seal of said Court, this 11<sup>th</sup> day of October A. D. 1892. (Seal) R. M<sup>o</sup> Croxy, Clerk.

Sheriff's Return

And on the 14<sup>th</sup> day of October, 1892, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows, to wit:

Mileage	1.60
Copy	20
Total	1.80

The State of Ohio.

Union County

Sheriff's Return

Received this writ October 11<sup>th</sup> A. D. 1892, at 5 o'clock P.M. and served the within named William H. Yarrington by leaving a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named defendant on the 17<sup>th</sup> day of October 1892.

Thomas Martin, Sheriff.

Afterward, on the 11<sup>th</sup> day of October, A. D. 1892, an Affidavit was filed with the Clerk of said Court, to wit:

Leonard G. Church, Samuel L. Church Theodore D. Weld, partners under the firm name of Church Bros. & Weld.

vs. Plaintiffs

William H. Yarrington, Defendant

Court of Common Pleas Union County Ohio.

Theodore D. Weld being sworn, makes oath: That he is one of the plaintiffs in the above entitled action. That the action of the plaintiffs herein against said defendant William H. Yarrington, is founded upon an account for the unconditional payment of money only, to wit: for goods,

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Undertaking The State for Union Co Attachment Leonard

William H

Ye Yarrington L. Church Church Br ages not e which he r action, if October 11<sup>th</sup>, 18

This October, A. (Seal)



chattels, wares, and merchandise sold by the plaintiffs to the defendant. Said account is in the sum of two hundred and fifty-six <sup>24</sup>/<sub>100</sub> dollars, with interest from September 19<sup>th</sup>, 1892.

And this affiant further makes oath that said claim and account is just, and that the plaintiffs, as he believes ought to recover thereon the sum of two hundred and fifty-six <sup>24</sup>/<sub>100</sub> dollars with interest from the 19<sup>th</sup> day of September 1892.

Affiant further makes oath that said William H. Yarrington has absconded with intent to defraud his creditors and has left the County of his residence to avoid the service of a summons.

That he has assigned, removed and disposed of a part of his property with intent to defraud his creditors.

That he is about to remove his property out of the jurisdiction of the Court with intent to defraud his creditors and is about to convert a part of his property into money for the purpose of placing it beyond the reach of his creditors.

The affiant further makes oath that he has good reason to believe, and does believe that O. M. Scott & Bro. of Marysville Ohio, has property of the defendant in their possession belonging to defendant, to wit: Said O. M. Scott & Bro. are indebted, as affiant believes to the defendant in the sum of seventy-five dollars or more, and that John Yarrington of said County of Union, is indebted to the defendant as he believes in the sum of twenty-eight hundred dollars or more, and further affiant saith not.

T. D. Weld.

Sworn to by Theodore D. Weld before me, and signed by him in my presence this 11<sup>th</sup> day of October A. D. 1892.

(Seal)

R. M. Croy, Clerk of Court.

Undertaking The State of Ohio, | Court of Common Pleas,  
for Union County |  
Attachment Leonard S. Church et al |

vs.  
William H. Yarrington |

We bind ourselves to the said defendant William H. Yarrington that the plaintiffs Leonard S. Church, Samuel L. Church and Theodore D. Weld, under the firm name of Church Bros. & Weld shall pay the said defendant the damages not exceeding five hundred and twelve (\$512<sup>00</sup>) dollars which he may sustain by reason of the attachment in this action, if the order therefor be wrongfully obtained.

October 11<sup>th</sup>, 1892.

T. D. Weld, L. S. Church,  
Chas. W. Southard, S. W. Court.

This undertaking approved by me, this 11<sup>th</sup> day of October, A. D. 1892.

(Seal)

R. M. Croy, Clerk of said Court.

Notice to Garnishee

The State of Ohio,  
Union County, ss  
Leonard G. Church et al

vs.

William H. Yarrington

To the Sheriff of said County, Greeting:

We command you to notify John Yarrington to appear before the Honorable Court of Common Pleas of said County, at the Court House within and for said County, on or before the 18<sup>th</sup> day of October A. D. 1892, and answer under oath, all questions put to him touching the property of every description and credits, of the defendant William H. Yarrington in his possession or under his control, and he shall disclose truly the amount owing by him to said defendant whether due or not. You will make due return of this writ on the 18<sup>th</sup> day of October A. D. 1892.

Witness my hand and the seal of said Court, this 11<sup>th</sup> day of October, A. D. 1892.

R. McCreary, Clerk of the Court of Common Pleas  
Union County, Ohio.

Sheriff's Return

And on the 14<sup>th</sup> 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, viz:

Service	30
Copy	20
Mileage	160
Total	210

Received this writ October 11<sup>th</sup>, 1892, and on the 12<sup>th</sup> day of October 1892, I served the same by delivering a certified copy of this writ to John Yarrington.

Thomas Martin, Sheriff.

Affidavit

Afterward, on the 14<sup>th</sup> day of October, 1892, an Affidavit was filed with the Clerk of said Court, to wit:

6439 Church, Brothers & Weld

vs.

William H. Yarrington

Court of Common Pleas,  
Union County, Ohio,  
Affidavit in Attachment.

Theodore D. Weld makes oath: That he is a member of the firm of Church Bros. & Weld, which firm is a co-partnership formed for the purpose of doing business in the State of Ohio. Affiant further makes oath that he has good reason to believe, and does believe, that The Union Bank, of Marysville, Ohio, which is as affiant believes, a corporation under the laws of the State of Ohio, has property of the defendant William H. Yarrington, in its possession, to wit: certain promissory notes belonging to said Yarrington and which were left by said Yarrington with said bank as collaterals to secure a loan from said bank to said Yarrington and which collaterals, as affiant believes, are in excess of said loan to the amount of two hundred and fifty dollars or more, with some interest to be added to said amount, and further affiant saith not.

Theodore D. Weld.

Sworn to by Theodore D. Weld before me and signed by him in my presence this 14<sup>th</sup> day of October A. D. 1892.

(Seal)

R. McCreary, Clerk.

Notice to Garnishee

The State of Ohio,  
Union County,  
L. G. Church et al

vs.

William H. Yarrington

We command you to notify John Yarrington to appear before the Honorable Court of Common Pleas of said County, at the Court House within and for said County, on or before the 18<sup>th</sup> day of October A. D. 1892, and answer under oath, all questions put to him touching the property of every description and credits, of the defendant William H. Yarrington in his possession or under his control, and he shall disclose truly the amount owing by him to said defendant whether due or not. You will make due return of this writ on the 18<sup>th</sup> day of October A. D. 1892.

(Seal)

Order of Attachment

6439

After  
of Attachment  
The State of Ohio,  
Union County,  
Leonard G. Church et al

William H. Yarrington

Yarrington  
the lands,  
stocks, rights,  
William H. Yarrington  
from being  
plaintiffs  
under the  
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fifty-six  
and also for  
action.

the 24<sup>th</sup> day of October A. D. 1892.  
Ni  
(Seal)

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said Court,  
Sheriff's

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Notice to  
Marshall

The State of Ohio,  
Union County ss:  
L. G. Church et al

vs.

William H. Yarrington

To the Sheriff of said County, Greeting:

We command you to notify The Union Bank of Marysville, Ohio, to appear before the Honorable Court of Common Pleas of said County, at the Court House within and for said County, on or before the 18<sup>th</sup> day of October A. D. 1892, and answer, under oath, all questions put to it touching the property of every description, and credits, of the defendant William H. Yarrington in its possession or under its control and it shall disclose truly the amount owing by it to said defendant whether due or not

You will make due return of this writ on the 18<sup>th</sup> day of October A. D. 1892.

Witness my hand and the seal of said Court, this  
(Seal) 14<sup>th</sup> day of October A. D. 1892.

R. M. Crory, Clerk of the Court of  
Common Pleas, Union County.

Order of  
Attachment

Afterward, on the 11<sup>th</sup> day of October A. D. 1892, an Order of Attachment was issued by the Clerk of said Court, to wit:

6439

The State of Ohio,  
Union County ss: Court of Common Pleas,  
Leonard G. Church et al

vs.

William H. Yarrington.

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 William H. Yarrington in your County not exempt by law from being applied to the payment of the claims of the plaintiffs Leonard G. Church, Samuel L. Church, J. D. Weld under the firm name of Church Bros. & Weld, or so much thereof as will satisfy their claim for two hundred and fifty-six and <sup>72</sup>/<sub>100</sub> dollars, and interest from September 19<sup>th</sup>, 1892, and also for seventy-five dollars, the probable cost of this action.

You will make due return of this order on the 24<sup>th</sup> day of October A. D. 1892.

Witness my hand and the Seal of said Court, this  
(Seal) 11<sup>th</sup> day of October A. D. 1892.

R. M. Crory, Clerk.

Afterward, on the 14<sup>th</sup> 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:

Sheriff's Office, Union County, Ohio.

October 12<sup>th</sup> A. D. 1892.

Received this order on the 11<sup>th</sup> day of October A. D. 1892, and in obedience to the command thereof, I did on the 12<sup>th</sup>

Services	30	day of October A. D. 1892, in the presence of N. S. Rogers and Jesse S. Vanatta two freeholders of said County, attach the property described in the Schedule marked "A." hereto attached and made part of this return: and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement as will fully appear by reference to said Schedule "A"
Copies	50	
Mileage	2 40	
Sworn. Aprs.	1 20	
Swear. "	25	
Convey. "	1 50	
Return	25	
Total Apprs.	6 70	

Schedule "A" We, Thomas Martin, Sheriff of Union County, and N. S. Rogers and Jesse S. Vanatta two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order as the property of William H. Garrington now and hereinafter described as follows, viz: a certain piece or parcel of land lying and being in Surveys N<sup>o</sup>. 5629 and 6473, County of Union and State of Ohio, bounded and described as follows: The east half of the following described premises. Beginning at a stake in the center of the Davis and Wheeler road: Thence S. 88° N. with said road 134 3/4 poles to a stone corner to land formerly owned by Calvin F. Hayes: thence with his line and the line of William Deaver land N. 9° N. 285 1/2 poles to a stake and three black ashes in the line of Galloways land: thence with Galloways line S. 82° E. 138 1/2 poles to a large lynm corner to Thomas Hendersons land: thence S. 9° E. 243 3/4 poles to the beginning containing two hundred and twenty one acres more or less. This lot is on the east half of the above described premises.

Appraised at \$25<sup>00</sup> per acre.

Given under our hands this 12<sup>th</sup> day of October, A. D. 1892.

Thomas Martin, Sheriff.

N. S. Rogers & Jesse S. Vanatta.

Answer of John Garrington. Afterward, on the 18<sup>th</sup> day of October, 1892, an Answer was filed with the Clerk of said Court, to wit: Church Bros. & Weld

vs.

Examination of Garnishee

6437 William H. Garrington.

Appeared before me this day, John Garrington and who being first duly sworn to answer all questions put to him touching the property of every description and credits of the defendant William H. Garrington and as Garnishee in this case answered as follows:

Question 1<sup>st</sup> What relation is the defendant William H. Garrington to you, if any? Answer. He is my son.

Question 2<sup>nd</sup> Where is the defendant now if you know. Answer. That is unknown to me.

Question 3<sup>rd</sup> Is he present with or is he absent from his family? Answer. He is absent, he has been absent since the 9<sup>th</sup> of October

Question 4<sup>th</sup> in this case what is it? Answer. Thirty dollars.

Question 5<sup>th</sup> how soon did he do it? Answer. He left, and

Question 6<sup>th</sup> land, if a

Question 7<sup>th</sup> land, if so

Question 8<sup>th</sup> thing in Answer. The deed.

Question 9<sup>th</sup> your hand Answer. feet - some

Question 10<sup>th</sup> accounts for notes or et them before

Question 11<sup>th</sup> left with Answer. I.

Six October

Answer of B. S. Howard. was filed Church B

6439 William H. G

App who being him touch Union Ba answered

Question 1<sup>st</sup> H. Garrin Question. Bank of W Question 3<sup>rd</sup>

Question 4" Was he the owner of a farm in Taylor Township in this County, if so how many acres did it contain, and what is its value per acre?

Answer. Yes Sir, contained 110 acres, worth not more than thirty dollars per acre.

Question 5" Did the defendant deed his land away, if so how soon before he left did he deed it, and to whom did he deed it? Answer He did deed it away a few days before he left, and deeded to me.

Question 6" What consideration did you pay him for the land, if any? Answer I did not pay him any.

Question 7" Are you indebted to him in any sum for the land, if so what sum? Answer. No sir I am not.

Question 8" Did you pay him any money or other valuable thing in consideration of the deed made to you.

Answer I did not pay him any money or anything for the deed. I know that very well for I had nothing to pay.

Question 8" Are you indebted to the defendant in any way. Answer. I am not indebted to him in any way.

Question 9" Did he have any property of any description in your hands or under your control before he left.

Answer. Not anything at all, except some lumber about 250 feet - some poplar house-siding and pine siding.

Question 10" Did the defendant leave any notes or claims or accounts for money or for property with you, or put any such notes or claims into your possession or so you could control them before or since he left. Answer. No Sir, not a cent's worth.

Question 11" Do you know of any of defendant's notes or claims left with anybody else, or any other personal property.

Answer. I do not know of anything of the kind.

John Yarrington.

Sworn to and subscribed before me this 18<sup>th</sup> day of October A. D. 1892. (Seal) R. M. Brown, Clerk of Court.

Answer

of  
C. S. Davids

6439

Afterward, on the 18<sup>th</sup> day of October, 1892, an Answer was filed with the Clerk of said Court, to wit:

Church Bros. & Wald

vs.

William H. Yarrington

State of Ohio, Union County ss:

Court of Common Pleas,

Examination of Garnishee.

Appeared before me this day Charles S. Davids and who being first duly sworn to answer all questions put to him touching any notes credits or deposits held by the Union Bank and as Garnishee served in this case and answered as follows:

Question 1" Are you acquainted with the defendant William H. Yarrington. Answer. Yes sir.

Question. What is your official capacity in the Union Bank of Marysville? Answer. Cashier.

Question 3" Is William H. Yarrington indebted in anyway

to the Union Bank, if so how much.

Answer Yes Sir. Five hundred and thirty-seven dollars <sup>\$537</sup>

Question 4 Did the defendant deposit with the Union Bank any notes as collateral security for such indebtedness?

Answer Yes he did. The bank holds notes as collateral to the amount of \$791<sup>00</sup> exclusive of interest; these notes are not yet due.

Question 5 Do you consider those notes good & collectible?

Answer I do not consider them all good; there are two notes amounting to \$190<sup>00</sup> that are doubtful.

C. S. David.

Sworn to and subscribed before me by C. S. David this 18<sup>th</sup> day of October A. D. 1892. (Seal) C. M. Leroy, Clerk.

Answer

Afterward, on the 21<sup>st</sup> day of January, 1893, an Answer was filed with the clerk of said Court, to wit:

6439

Church Bros. & Mils, Plaintiff

vs.

William H. Yarrington, Defendant

Court of Common Pleas,  
Union County, Ohio.

John Yarrington, by leave of the Court enters his appearance as a defendant in the above entitled case, and he waives all questions as to time, as to filing this his pleading, and admits, and avers: That the deed executed and delivered to him by his son the defendant William H. Yarrington on the tract of land attached by the plaintiff in this case was made to him without consideration, he not having paid his son anything for said land and not obligating himself to pay anything for the same, and he does not owe his son William H. Yarrington anything for said land. But he accepted said deed from said William H. Yarrington, who is his son at the mere request of said son, without paying, or binding himself to pay any consideration therefor as aforesaid, and he makes no claim under said deed, and asks to be saved of all costs in consequence of this answer.

John Yarrington.

John Yarrington, being sworn, makes oath that the facts stated in the foregoing answer are true as he believes.

John Yarrington.

Sworn to by John Yarrington before me, and signed by him in my presence this 19<sup>th</sup> day of January, A. D. 1893.

(Seal)

C. Piper, Probate Judge.

Entry

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Entry

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Afterward, on the 26<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court Leonard G. Church et al

vs.

William H. Yarrington

Journal 16. Page 297.

This day this cause came on to be heard, upon the petition of plaintiff, and the evidence, the defendant William H. Yarrington being in default for answer or demurrer to said petition and the Court being advised in the premises do find: That said defendant William H. Yarrington doth owe the plaintiff in the sum of \$262.05 so as aforesaid found plaintiffs due, as the plaintiffs hath claimed in their petition.

It is therefore considered and adjudged that the plaintiffs recover of said defendant William H. Yarrington, said sum of \$262.05 so as aforesaid founds plaintiffs due.

That plaintiffs recover of said defendant their costs herein taxed at \$--- The above judgment to draw interest from the 19<sup>th</sup> day of January, 1893.

And this cause coming on further to be heard upon the motion of plaintiffs to set aside the deed made by the defendant William H. Yarrington to the defendant John Yarrington to the land described in the Attachment proceedings issued in this case against the said William H. Yarrington and the said John Yarrington having answered and entered his appearance as a defendant in this cause and the Court finding upon inspection of said answer of John Yarrington for said land without any consideration, and the Court finding that the said John Yarrington disclaims all title and interest in said land by virtue of said deed, and that the same was so made for the purpose of defrauding the creditors of said William H. Yarrington.

The Court orders and adjudges and decrees that said deed be set aside and annulled and held for naught.

And this cause coming further to be heard upon the motion of the plaintiff for an order to sell said land so attached in this cause to pay said judgment and costs, and the Court being fully advised do order and adjudge and decree that unless said William H. Yarrington pay the above judgment and the costs within three days from the date of this decree, that an order of sale issue to the Sheriff commanding him to appraise, advertise and sell said land according to law, and that he bring the proceeds of said sale into Court subject to the future order of the Court on the distribution of said proceeds.

It is further ordered that the Farmers Bank of Marysville, Ohio, and the Bank of Marysville, and Henry W. Morey, and all others claiming to have any interest or lien in said land be made parties defendant hereto.

Order of Sale

6437

Afterward, on the 14<sup>th</sup> day of February, 1893, an Order of Sale was issued by the Clerk of said Court, to wit: The State of Ohio.

Union County To the Sheriff of said County, Greeting: Whereas Leonard H. Church et al plaintiff on the 24<sup>th</sup> day of October A. D. 1892 sued out a writ of Attachment from the Clerk of the Court of Common Pleas of said Union County, directed and delivered to the Sheriff of said County requiring him to attach the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of William H. Garrington defendant in his County, not exempt by law from being applied to the payment of the plaintiffs claim, or so much thereof as would satisfy the plaintiffs claim. And said Sheriff returned said writ executed by attaching the following parcel of land lying and being in Surveys Nos 5629 & 6423, County of Union and State of Ohio bounded and described as follows: The east half of the following described premises: Beginning at a stake in the center of the Davis and Wheeler road: Thence S. 77° W. with said road 34 3/4 poles to a stone corner to land formerly owned by Calvin J. Hayes: thence with his line and the line of Wm Deavers land N. 9° W. 285 1/2 poles to a stake and three black ashes in the line of Galloways land: thence with Galloways line S. 12° E. 138 1/2 poles to a large lynn corner to Thomas Hendersons land: thence S. 9° E. 243 3/4 poles to the beginning containing 221 acres more or less. This levy is on the east half of the above described premises.

Appraised at \$25<sup>00</sup> per acre.

And afterwards such proceedings were had in said Court of Common Pleas of Union County, that at the January term thereof A. D. 1893 the said plaintiff recovered a judgment against the said defendant for the sum of two hundred and sixty two <sup>00</sup>/<sub>100</sub> dollars damages, and for costs taxed at ---\$.

You are therefore hereby commanded after applying the moneys arising from the sale of perishable property attached in said cause (if any have been so made) to sell so much of the said property remaining in your hands, and so much of the said personal property, land and tenements if any, whether held by legal or equitable title, as may be necessary to satisfy said judgment, under the same restrictions and regulations as if the same had been levied on by execution. And do you make return of this order together with your proceedings hereon, within sixty days from the date hereof.

Witness R. M. Leroy, Clerk of said Court, at Marysville

This 14<sup>th</sup> day of February A. D. 1893.

(Seal)

R. M. Leroy, Clerk  
By W. M. Winger, Deputy.

Sheriff's Return

6437

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Sheriff's Return

Afterward, on the 18<sup>th</sup> day of March, 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows, to wit:

6439

Notice to Otr.	25
Affidavit to	25
Writing Notice	25
Poundage	25 75
Return	25
Total	29 75
Printers fee	15 00

The State of Ohio,  
Union County, ss:

Sheriff's Return.

Received this writ the 15<sup>th</sup> day of February, A.D. 1893, and on thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days (to wit: five consecutive weeks) before the day of sale by advertisement in the 'Marysville Tribune' a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 18<sup>th</sup> day of March, A.D. 1893, at the door of the Court House, in Marysville Ohio, at the hour of 1 o'clock P.M. of said day, the time and place of sale specified in said notice I offered the within described real estate at public auction; and then and there struck off and sold the same to William Baldwin for the sum of two thousand three hundred and seventy-five dollars and seventy-five cents (2375.<sup>75</sup>) he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

W<sup>m</sup>. H. Snodgrass, Sheriff

Proof of Publication

Afterward, on the 18<sup>th</sup> day of March, 1893, a Proof of the Publication was filed with the Clerk of said Court, to wit:

6439

Leonard S Church et al  
vs.

Sheriff's Sale

On Order of Sale

W<sup>m</sup> H. Yarrington

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 18<sup>th</sup>, 1893, at or about the hour of one 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 Taylor, being a parcel of land lying and being in Surveys N<sup>o</sup> 56.29<sup>3/4</sup> 6493, County of Union and State of Ohio, bounded and described as follows: The east half of the following described premises.

Beginning at a stake in the center of the Davis and Wheeler Road. Thence south 85° west with said road 134<sup>3/4</sup> poles to a stone corner to land formerly owned by Calvin F. Hayes; thence with his line and the line of W<sup>m</sup> Deaver's land north 9° west 285<sup>2</sup> poles to a stake and three black ashes in the line of Galloway's land; thence with Galloway's line south 52° east 138<sup>1/2</sup> poles to a large lym corner to Thomas Henderson's land; thence south 9° east 243<sup>3/4</sup> poles to the beginning containing 221 acres more or less.

This levy is on the east half of the above described premises.  
Cash.

Appraised at \$25.<sup>00</sup> per acre. Terms of Sale.  
W<sup>m</sup> H. Snodgrass, 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 February 15<sup>th</sup>, 1893.   
W. C. Shearer.

Sworn to and subscribed before me this 18<sup>th</sup> day of March 1893. (Seal) R. M. Leroy, Clerk.

Summons

Afterward on the 8<sup>th</sup> day of March, 1893, a Summons was issued by the Clerk of said Court, indorsed to wit:

6439

The State of Ohio  
Union County

To the Sheriff of Union County:

You are hereby commanded to notify The Bank of Marysville, the Farmers Bank (in Marysville Ohio) Philip Souder and Albert W. Rosencrants that they have been sued by Church Bros. & Wold (cause N<sup>o</sup> 6439 in the Court of Common Pleas of Union County, and must answer by the 8<sup>th</sup> day of April A. D. 1893 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 20<sup>th</sup> day of March A. D. 1893.

Witness my hand and the seal of said Court, this 8<sup>th</sup> day of March, A. D. 1893. (Seal) R. M. Leroy, Clerk.

Indorsed: In action for Attachment of Real Property

Answer

We the defendants named in this summons hereby waive the service of Summons upon us and hereby acknowledge service of the within writ and we enter our appearance in said cause within referred to, to wit: Cause N<sup>o</sup> 6439, in Union County Common Pleas Court March 9<sup>th</sup>, 1893.

The Bank of Marysville

A. W. Rosencrants by

Clerk W. C. Pullington, Cashier.

Thos. M. Brannon Agents

The Farmers Bank, Marysville, Ohio.

By Chas. W. Southard, Cashier

Philip Souder.

Summons

Afterward, on the 16<sup>th</sup> day of March, 1893, a Summons was issued by the Clerk of said Court, indorsed to wit:

6439

The State of Ohio,  
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Myrtle Yarrington that she has been sued by Church Bros. & Wold in the Court of Common Pleas of Union County, and must answer by the 15<sup>th</sup> day of April A. D. 1893 A. D. 1893 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 27<sup>th</sup> day of March A. D. 1893.

Witness my hand and the seal of said Court, this 16<sup>th</sup> day of March A. D. 1893. (Seal) R. M. Leroy, Clerk.

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Answer by Cross Addition of Clara J. Cassil

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Indorsed: In action for Attachment and Foreclosure of Mortgage  
The State of Ohio,  
Union County | Sheriff's Return.  
Received this writ March 17<sup>th</sup> A. D. 1893, at 4 o'clock P. M. and served same by delivering a certified copy with the indorsements thereon to the within named defendant personally on the 18<sup>th</sup> day of March, 1893.

Wm. H. Sandgrass, Sheriff.  
Afterward, on the 16<sup>th</sup> day of March, 1893, an Answer & Cross-Petition was filed with the Clerk of said Court, to-wit:  
Leonard A. Church et al. Plaintiff  
vs.  
Court of Common Pleas  
Union County, Ohio.

William H. Yarrington, Defendant  
Now comes Clara J. Cassil and by leave of the Court is made party defendant, and to file answer and cross-petition. And for her answer and cross-petition says that on March 9<sup>th</sup> 1891 W. H. Yarrington one of the defendants executed and delivered to Estell N. Wilcox or order its promissory note calling for one hundred and sixty-seven <sup>66</sup>/<sub>100</sub> of which the following is a true copy in words and figures to-wit: \$167.<sup>66</sup>/<sub>100</sub> Marysville, Ohio, March 9<sup>th</sup> 1891. April 1<sup>st</sup> 1894 after date I promise to pay to the order of Estell N. Wilcox one hundred and sixty-seven <sup>66</sup>/<sub>100</sub> dollars value received with interest at 6% per annum after April 1<sup>st</sup>, 1891 payable annually. W. H. Yarrington.

There is a credit upon said note in words and figures as follows: "Paid \$10<sup>00</sup> Interest May 7<sup>th</sup> 1892." The defendant Clara J. Cassil says she is the legal owner of said note and same is indorsed by Estell N. Wilcox writing her name on back of said note. The said Clara J. Cassil further says that William H. Yarrington on the 9<sup>th</sup> day of March 1891, executed and delivered to Amelia Brannon five promissory notes each calling for \$167.<sup>66</sup>/<sub>100</sub> bearing 6 per cent. interest from April 1<sup>st</sup> 1891. Also at the same time five promissory notes to Alvin M. Rosencrants and of the same date each calling for \$167.<sup>66</sup>/<sub>100</sub> bearing 6 per cent. interest from April 1<sup>st</sup> 1891. And also five promissory notes of same date and each calling for \$167.<sup>66</sup>/<sub>100</sub> bearing six per cent. interest from April 1<sup>st</sup> 1891, given to Estell N. Wilcox. The said series of notes given to Amelia Brannon Alvin M. Rosencrants and Estell N. Wilcox are due April 1<sup>st</sup> 1892, 1893, 1894, 1895 and 1896. To secure the payment of said notes the said W. H. Yarrington and his wife Yarrington executed and delivered their mortgage deed on the premises described in the Order of Attachment in the above case made October 12<sup>th</sup> 1892 to the said Amelia Brannon Alvin M. Rosencrants and Estell N. Wilcox, and the same was recorded in the Records of Mortgages in Book

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n: Page... The said Clara J. Cassil says that her note the one described in her answer and cross-petition is the third one of the series given to Estell N. Wilcox due April 1<sup>st</sup> 1894 and is a prior lien to the series of notes due April 1<sup>st</sup> 1893 and 1896. The said Clara J. Cassil says there is due upon said note the sum of one hundred and sixty-seven <sup>2</sup>/<sub>3</sub> dollars with six per cent. interest from April 1<sup>st</sup> 1893.

And therefore prays that if the lands are sold upon which her note is secured by mortgage and being the same lands described in the Attachment proceeding, that out of the proceeds of said sale the note be ordered paid amounting to \$167 <sup>2</sup>/<sub>3</sub> with 6 per cent. interest from April 1<sup>st</sup> 1892 and for all other relief the nature of the case may demand.

State of Ohio,  
Union County ss: ||

Robinson & Woodburn,  
Attorneys for Clara J. Cassil.

R. L. Woodburn being duly sworn says that the facts and allegations stated in the foregoing answer and cross-petition are true as he verily believes. And that the facts set forth in said answer and cross-petition are for the payment of money only and said promissory note is in the possession of affiant.

Sworn to before me and subscribed in my presence this 16<sup>th</sup> day of March, 1893.  
(Seal) R. M. Crory Clerk.

Answer and Cross-Petition of Philip Snider

Afterward, on the 20<sup>th</sup> day of March, 1893, an Answer and Cross-Petition was filed with the Clerk of said Court, to wit:  
Church Bros. & Weld, Plaintiff  
vs.  
Court of Common Pleas Union County, Ohio.

William H. Garrington, Defendant  
The defendant, Philip Snider, by way of answer and cross-petition in the above entitled cause of action says:

1<sup>st</sup> That this his answer and cross-petition is founded upon a promissory note for the unconditional payment of money only of which the following is a copy, to wit:

\$167 <sup>2</sup>/<sub>3</sub> Marysville, Ohio, March 9<sup>th</sup> 1891.  
April 1<sup>st</sup> 1896, after date I promise to pay to the order of Estell N. Wilcox one hundred and sixty-seven <sup>2</sup>/<sub>3</sub> dollars at Value received with interest at 6% per annum after April 1<sup>st</sup> 1891, payable annually.  
Due April 1<sup>st</sup> 1896. W. H. Garrington.

The interest is endorsed as paid on said note up to April 1<sup>st</sup> 1892. This answering defendant purchased said note, and is now the legal owner and holder thereof, and is entitled to collect the same. And there will be due this defendant on said note from said William H. Garrington on the 1<sup>st</sup> day of April 1896, the

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sum of \$167.<sup>66/100</sup> One hundred and sixty-seven and <sup>66</sup>/<sub>100</sub> dollars with interest from April 1<sup>st</sup>, 1892, the interest payable annually 2<sup>d</sup>. Second ground of defense:

This defendant further says that said William H. Garrington (his wife Susanna Garrington joining) to secure said promissory note, executed and delivered to the said Estell N. Wilco's his mortgage deed of that date, upon the land described in the Attachment proceeding of the plaintiff in this action, and which land is more fully described in the record of said mortgage found in Vol. 30, Page 376, Union County Record of Mortgages.

Said mortgage was presented for record on March 23<sup>rd</sup> 1891, at 4<sup>45</sup> o'clock P. M. and recorded April 1<sup>st</sup>, 1891, to which record reference is hereby made.

This defendant asks that in case of a sale by the plaintiff of said real estate under his attachment proceedings that this note of this defendant, which is a prior lien to said Attachment lien of plaintiff be first paid out of the proceeds of the sale, according to its priority with other notes secured by the same mortgage.

This defendant asks such other and further relief, as in equity he is entitled to. Porter & Porter, Attorneys for Philip Snider

Sworn to by E. W. Porter before me, and signed by him in my presence this 20<sup>th</sup> day of March A. D. 1893. (Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 20<sup>th</sup> day of March, 1893, an Answer by Leroy & Cross Petition was filed with the Clerk of said Court, to wit: Church Bros. & W. H. Meld, Plaintiff Court of Common Pleas Union County, Ohio.

Answer by Leroy & Cross Petition of Alvin N. Rosencrants

William H. Garrington, Defendant The defendant Alvin N. Rosencrants by way of answer and cross-petition says:

1<sup>st</sup>. That this, his answer and cross-petition is founded upon a promissory note for the unconditional payment of money only of which the following is a copy, to wit: \$167.<sup>66/100</sup> March 9<sup>th</sup>, 1891, Marysville, Ohio.

April 1<sup>st</sup>, 1893, after date I promise to pay to the order of Alvin N. Rosencrants, one hundred and sixty-seven <sup>66</sup>/<sub>100</sub> dollars. Value received with interest at 6% per annum after April 1<sup>st</sup>, 1891, payable annually.

W. H. Garrington.

2<sup>nd</sup>. Due April 1<sup>st</sup>, 1893. The interest is paid on said note up to April 1<sup>st</sup>, 1892 and there will be due to this defendant on said note from said William H. Garrington on the first day of April 1893 the sum of One hundred and sixty-seven <sup>66</sup>/<sub>100</sub> dollars (\$167.<sup>66/100</sup>) with interest from April 1<sup>st</sup>, 1892, the interest payable annually

2<sup>d</sup>. Second ground of defense: This defendant further says that

her note is the April 1<sup>st</sup> 1893. is due y-seven<sup>th</sup> 1893. old upon g the ng, that d paid m April case J. Cassil. t the facte r and And oss-petition promis- presence Answer and rt, to wit: on Pleas Ohio. sver and ays: Founded ment of r of Estell at fter April and note nt. fur- holder And there ard 76, the

this ground of defense is founded upon a promissory note for the unconditional payment of money only of which the following is a copy, to wit:

" \$167 <sup>66</sup>/<sub>3</sub> Marysville Ohio, March 9<sup>th</sup>, 1891.  
" April 1<sup>st</sup>, 1894, after date I promise to pay to the order of Alvin N. Rosencrants one hundred and sixty-seven <sup>66</sup>/<sub>3</sub> dollars at Value received with interest at 6% per annum after April 1<sup>st</sup>, 1891, payable annually.  
" Due April 1<sup>st</sup>, 1894. W. H. Yarrington.

The interest is paid on said note up to April 1<sup>st</sup>, 1892. There will be due to this defendant on said note from said William H. Yarrington on April 1<sup>st</sup>, 1894 the sum of One hundred and sixty-seven <sup>66</sup>/<sub>3</sub> dollars with interest from April 1<sup>st</sup>, 1892, the interest payable annually.

3<sup>rd</sup> Third ground of defense:

The defendant further says that this defense is founded upon another promissory note for the unconditional payment of money only of which the following is a copy, to wit:

" \$167 <sup>66</sup>/<sub>3</sub> Marysville, Ohio, March 9<sup>th</sup>, 1891.  
" April 1<sup>st</sup>, 1895, after date I promise to pay to the order of Alvin N. Rosencrants one hundred and sixty-seven <sup>66</sup>/<sub>3</sub> dollars at Value received with interest at 6% per annum after April 1<sup>st</sup>, 1891, payable annually.  
" No. 4. Due April 1<sup>st</sup>, 1895. W. H. Yarrington.

The interest is paid on said note up to April 1<sup>st</sup>, 1892. There will be due to this defendant on said note from said William H. Yarrington, on April 1<sup>st</sup>, 1895, the sum of One hundred and sixty-seven and <sup>66</sup>/<sub>3</sub> dollars with interest from April 1<sup>st</sup>, 1892, the interest payable annually.

4<sup>th</sup> Fourth ground of defense:

This defendant says that this defense is founded upon a promissory note for the unconditional payment of money only of which the following is a copy to wit:

" \$167 <sup>66</sup>/<sub>3</sub> Marysville Ohio, March 9<sup>th</sup>, 1891.  
" April 1<sup>st</sup>, 1896, after date I promise to pay to the order of Alvin N. Rosencrants one hundred and sixty-seven <sup>66</sup>/<sub>3</sub> dollars at Value received with interest at 6% per annum after April 1<sup>st</sup>, 1891, payable annually.  
" No. 5. Due April 1<sup>st</sup>, 1896. W. H. Yarrington.

Interest is paid on said note to April 1<sup>st</sup>, 1892. There will be due to this defendant on said from said William H. Yarrington on the 1<sup>st</sup> day of April 1896 the sum of One hundred and sixty-seven <sup>66</sup>/<sub>3</sub> dollars with interest from April 1<sup>st</sup>, 1892, the interest payable annually.

5<sup>th</sup> Fifth ground of defense:

This defendant further says that the said William H. Yarrington (his wife Susanna Yarrington joining) to secure said promissory note executed and

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delivered to said Alvin N. Rosencrans his mortgage deed of that date on the land described in the Attachment proceedings of the plaintiff in this action, and which land is more fully described in the record of said mortgage, found in Vol. 30 Page 376 of Union County Record of Mortgages.

Said mortgage was presented for record on March 23<sup>rd</sup>, 1891, at 4<sup>th</sup> o'clock P.M. and recorded April 1<sup>st</sup>, 1891 to which record reference is hereby made.

This defendant asks that in case of a sale by the plaintiff of said real estate under his Attachment proceedings that these notes of this defendant, which are a prior lien to said Attachment lien of the plaintiff, be first paid out of the proceeds of the sale, according to its priority with other notes secured by the same mortgage and this defendant asks such other and further relief as in equity he is entitled to.

Porter & Porter

Attorneys for Alvin N. Rosencrans

E. W. Porter being sworn makes oath that he is one of the attorneys for Alvin N. Rosencrans in this action that this action is founded upon a written instrument for the payment of money, and such instrument is in possession of affiant as such attorney. And affiant believes the facts stated in the foregoing pleading to be true.

E. W. Porter.

Sworn to by E. W. Porter before me and signed by him in my presence this 20<sup>th</sup> day of March, A. D. 1893. (Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 20<sup>th</sup> day of March, 1893, an Answer & Cross-Petition was filed with the Clerk of Court: Church Bros. & Weld, Plaintiff

Court of Common Pleas Union County Ohio.

Answer & Cross-Petition of Farmers Bank

William H. Yarrington, Defendant. The Farmers Bank (in Marysville Ohio), a corporation enters its appearance in the above action, and for answer and cross-petition says:

1<sup>st</sup>. That the defendant William H. Yarrington, on the 9<sup>th</sup> day of March 1891, executed and delivered to Amelia Brannon his promissory note of that date, and thereby promised to pay to the order of said Amelia Brannon the sum of one hundred and sixty-seven  $66\frac{2}{3}$  dollars (\$167.  $66\frac{2}{3}$ ) on the first day of April 1893 with interest from April 1<sup>st</sup>, 1891, interest payable annually.

That there was paid on said note October 1<sup>st</sup>, 1891 ninety  $90\frac{00}{100}$  dollars. The interest on said note has been paid to April 1<sup>st</sup>, 1892, a copy of said note is hereto attached marked "A."

That said note has been sold, signed and delivered to this answering defendant, The Farmers Bank. And said Bank is now the owner and legal

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That William H. Yarrington d and

holder of said note, and there is due to said Bank, from said Yarrington, on said note the sum of \$ 82.61 with interest from April 1<sup>st</sup>, 1892.

II. This defendant further says that the said William H. Yarrington on said 9<sup>th</sup> day of March 1891, executed and delivered to said Amelia Brannon one other promissory note of that date, and thereby promised to pay to the order of said Amelia Brannon the sum of One hundred and sixty seven <sup>4</sup>/<sub>100</sub> dollars (\$167<sup>4</sup>/<sub>100</sub>) on April 1<sup>st</sup>, 1894 with interest from April 1<sup>st</sup>, 1891, the interest payable annually. The interest has been paid to April 1<sup>st</sup>, 1892.

That this defendant has purchased said note, and is now the legal owner and holder thereof. A copy of said note is hereto attached marked "B." There is now due this defendant from the said Yarrington on said note said sum of \$ 167<sup>4</sup>/<sub>100</sub> with interest from April 1<sup>st</sup>, 1892.

III. This defendant further says that on said March 9<sup>th</sup>, 1891, said William H. Yarrington executed and delivered to said Amelia Brannon one other promissory note and thereby promised to pay to the order of the said Amelia Brannon \$ 167<sup>4</sup>/<sub>100</sub> on April 1<sup>st</sup>, 1895, with interest from April 1<sup>st</sup>, 1891, the interest payable annually. A copy of said note is hereto attached marked "C" and made a part hereof. The interest has been paid on said note to April 1<sup>st</sup>, 1892.

This defendant has purchased said note and is now the legal owner and holder thereof. And there is due to this defendant from said Yarrington on said note said sum of \$ 167<sup>4</sup>/<sub>100</sub>, with interest from April 1<sup>st</sup>, 1892.

IV. This defendant further says that on said March 9<sup>th</sup>, 1891, the defendant William H. Yarrington executed and delivered to Estell W. Wilcox one other promissory note and thereby promised to pay to the order of said Estell W. Wilcox the sum of \$ 167<sup>4</sup>/<sub>100</sub>, on April 1<sup>st</sup>, 1895 with interest after April 1<sup>st</sup>, 1891, the interest payable annually. No payment has been made upon said note. A copy of said note is hereto attached marked "D" and made a part hereof. That this defendant has purchased said note, and is now the legal owner and holder thereof. And there is due to it from said Yarrington, on said note, the sum of \$ 167<sup>4</sup>/<sub>100</sub> with interest from April 1<sup>st</sup>, 1891.

V. This defendant further says that on said March 9<sup>th</sup>, 1891, defendant William H. Yarrington executed and delivered to said Amelia Brannon one other promissory note and thereby promised to pay to the order of said Amelia Brannon the sum of \$ 167<sup>4</sup>/<sub>100</sub> on April 1<sup>st</sup>, 1896, with interest from April 1<sup>st</sup>, 1891, the interest payable annually. The interest has been paid on said note up to April 1<sup>st</sup>, 1892. A copy of said note is hereto attached and marked E. and made

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Note "A."  
Secured by Mortgage on Real Estate.

Note "B."  
Secured by Mortgage on Real Estate.



a part hereof. This defendant has purchased said note, and is now the owner and legal holder thereof.

And there is now due to it from said Yarrington on said note the sum of \$167.<sup>66</sup>/<sub>3</sub> with interest from April 1<sup>st</sup>, 1892.

VII The defendant further says that the said William H. Yarrington (his wife Susanna Yarrington joining) to secure said promissory note, executed and delivered to the said Amelia Brannon and Estell W. Wilcox his mortgage deed upon the lands described in the Attachment proceedings of the plaintiff against William H. Yarrington in this action, and which is more fully described in the record of said mortgage found in Volume 30, Page 376, Union County Record of Mortgages.

Said mortgage was presented for record on March 23<sup>rd</sup>, 1891, at 4<sup>30</sup> o'clock P. M. and recorded April 1<sup>st</sup>, 1891, to which record reference is hereby made.

This defendant asks that in case of a sale by the plaintiff of said real estate under his Attachment lien that these notes of this defendant, which are a prior lien, to said Attachment lien of plaintiff be first paid out of the proceeds of the sale according to their priority, with other notes secured by the same mortgage.

This defendant asks such other and further relief as he is entitled to.

Porter & Porter,

Attorneys for The Farmers Bank.

Charles W. Southard being sworn, makes oath that he is the Cashier and agent of the Farmers, and that the facts stated in the foregoing answer are true as he believes.

Chas. W. Southard.

Sworn to by Charles W. Southard before me, and signed by him in my presence this 18<sup>th</sup> day of March A. D. 1893. (Seal) R. M. Crory, Clerk.

Note  
Secured by "A."  
Mortgage on  
Real Estate.

\$167.<sup>66</sup>/<sub>3</sub> Marysville, Ohio, March 9<sup>th</sup>, 1891.  
April 1<sup>st</sup>, 1893, after date I promise to pay to the order of Amelia Brannon One hundred <sup>2</sup>/<sub>4</sub> sixty-seven <sup>66</sup>/<sub>3</sub> dollars. Value received with interest at 6% per annum after April 1<sup>st</sup>, 1891, payable annually.  
One April 1<sup>st</sup>, 1893. W. H. Yarrington.  
Interest paid to April 1<sup>st</sup>, 1892.

Note  
Secured by Mortgage  
on Real Estate.

\$167.<sup>66</sup>/<sub>3</sub> Marysville, Ohio, March 9<sup>th</sup>, 1891.  
April 1<sup>st</sup>, 1894 after date I promise to pay to the order of Amelia Brannon One hundred <sup>2</sup>/<sub>4</sub> sixty-seven <sup>66</sup>/<sub>3</sub> dollars Value received with interest at 6% per annum after April 1<sup>st</sup>, 1891. Interest payable annually.  
One April 1<sup>st</sup>, 1894. W. H. Yarrington.  
Interest paid to April 1<sup>st</sup>, 1892.

Note Secured by Mortgage on Real Estate

\$167.<sup>66</sup>/<sub>3</sub> Marysville Ohio, March 9<sup>th</sup>, 1891. April 1<sup>st</sup>, 1895- after date I promise to pay to the order of Amelia Brannan One hundred sixty-seven <sup>66</sup>/<sub>3</sub> dollars. Value received with interest at 6% per annum after April 1<sup>st</sup>, 1891, Interest payable annually. Interest paid to April 1<sup>st</sup>, 1892. Due April 1<sup>st</sup>, 1895. W. H. Yarrington.

Note Secured by Mortgage on Real Estate

\$167.<sup>66</sup>/<sub>3</sub> Marysville, Ohio, March 9<sup>th</sup>, 1891. April 1<sup>st</sup>, 1895- after date I promise to pay to the order of Estell W. Wilcox One hundred sixty-seven <sup>66</sup>/<sub>3</sub> dollars. Value received with interest at 6% per annum after April 1<sup>st</sup>, 1891. Interest payable annually. Due April 1<sup>st</sup>, 1895. W. H. Yarrington.

Note Secured by Mortgage on Real Estate

\$167.<sup>66</sup>/<sub>3</sub> Marysville, Ohio, March 9<sup>th</sup>, 1891. April 1<sup>st</sup>, 1896, after date I promise to pay to the order of Amelia Brannan One hundred sixty-seven <sup>66</sup>/<sub>3</sub> dollars. Value received with interest at 6% per annum from April 1<sup>st</sup>, payable annually. Interest paid to April 1<sup>st</sup>, 1892. Due April 1<sup>st</sup>, 1896. W. H. Yarrington.

Afterward, on the 21<sup>st</sup> of March, 1898, an Answer and Cross-Petition was filed with the Clerk of Court, to wit:

Church Bros & Wild, Plaintiff vs. William H. Yarrington Defendant

Union County, Ohio. The Bank of Marysville by leave of the Court, enters its appearance as a party defendant in the above entitled cause, and says: That on the 9<sup>th</sup> day of March 1891, the defendant William H. Yarrington executed to Estell W. Wilcox his promissory note of that date, and thereby promised to pay to the order of Estell W. Wilcox the sum of One hundred and sixty-seven <sup>66</sup>/<sub>3</sub> dollars (\$167.<sup>66</sup>/<sub>3</sub>) on the first day of April 1893, with interest at 6 per cent. after April 1<sup>st</sup>, 1891, payable annually. A copy of which note is hereto attached marked "Exhibit A." No payment has been made upon said note.

That the said Estell W. Wilcox duly sold, assigned and transferred said note to this defendant, the Bank of Marysville, and this defendant is now the owner and legal holder of said note. And there will be due to said Bank of Marysville from said defendant William H. Yarrington on April 1<sup>st</sup>, 1893, on said promissory note said sum of \$167.<sup>66</sup>/<sub>3</sub> with interest from April 1<sup>st</sup>, 1891 the interest payable annually.

II. Second Cause of Action:

This defendant further says that the defendant William H. Yarrington (his wife Susanna Yarrington joining) to secure said promissory note with

Answer by Church Bros & Wild

Petition of Bank of Marysville

6439

Note "A."

Entry 6439

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others executed and delivered to the said Estell W. Wilcox his mortgage deed upon the land described in the Attachment proceedings of the plaintiff against William H. Yarrington in this action, and which is more fully described in the record of said mortgage found in Volume 30, Page 376 of the Union County, Record of Mortgages. Said mortgage was duly presented to the Recorder for record, and was duly recorded as shown by said record and to which reference is hereby made.

This defendant asks that in case of a sale, by the plaintiff, of said real estate under the Attachment lien of plaintiff that this note of this defendant which is a prior lien to said Attachment lien of plaintiff be first paid out of the proceeds of the sale according to its priority with other notes secured by mortgage.

This defendant asks such other and further relief as he is entitled to. Porter & Porter, Attorneys for the Bank of Marysville.

Walter C. Fullington being sworn makes oath, that he is the Cashier and agent of said Bank which is a corporation, and that the facts stated in the foregoing pleading are true as he believes.

Walter C. Fullington.

Sworn to by Walter C. Fullington before me, and signed by him in my presence this 17<sup>th</sup> day of March A.D. 1893. (Seal) R. McCroy, Clerk.

Note "A." \$167.<sup>66</sup>/<sub>100</sub> Marysville, Ohio, March 9<sup>th</sup>, 1891. April 1<sup>st</sup> 1893 after date, I promise to pay to the order of Estell W. Wilcox One hundred and sixty-seven <sup>66</sup>/<sub>100</sub> dollars. Value received with interest at 6% per annum after April 1<sup>st</sup> 1891, payable annually. Due April 1<sup>st</sup> 1893. W. H. Yarrington.

This note is secured by mortgage on 10 acres of land. Entry 6439. Afterward, on the 14<sup>th</sup> day of April, 1893, an Entry was made on the Journal by the Clerk of said Court Church Bros. & Wild vs. William H. Yarrington. Journal 16, Page 371.

This day April 11<sup>th</sup>, 1893, on motion of plaintiffs and on their producing the return of the Sheriff of the sale made by him, under the former order of this Court; and the Court after a careful examination of the proceedings of said Sheriff, being satisfied that said sale and proceedings have been in all respects in conformity to law and the orders of this Court, it is therefore ordered that the said proceedings and sale be and the same are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser William Baldwin, by deed in fee

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simple the lands and tenements so sold, the same being the lands heretofore attached in this action. And the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they have been paid herein for the protection of his title. And it is ordered that a writ of possession be awarded to put said purchaser in possession of said premises.

And the Court coming on now to distribute the proceeds of said sale amounting to two thousand three hundred and seventy-five dollars and seventy-five cents (\$2375.<sup>75</sup>) it is ordered that the Sheriff out of the money in his hands pay - 1<sup>st</sup> The costs of this action taxed to \$--

2<sup>nd</sup> The taxes now due and payable on said premises.

3<sup>rd</sup> All the promissory notes executed by the said William H. Yarrington to Amelia Brannon, Estell W. Wilcox, and Alvin N. Rosencrants and secured by mortgage on said premises. Said notes now being found to be in the hands of different lien holders, as shown by the answers of the Farmers Bank, Alvin N. Rosencrants, Clara J. Cassel, Philip Snider and the Bank of Marysville.

The amount of said notes to be paid to the said owners of the same respectively, and to be paid in the order to which they respectively become due.

4<sup>th</sup> To the plaintiffs in this action the amount of their judgments in this action.

And it is further ordered that the Union Bank (in Marysville) pay to the plaintiffs any balance that may remain in its hands after the indebtedness from said William H. Yarrington to said Union Bank is paid and satisfied which may be sufficient to pay the judgment of plaintiff in full.

And it is ordered that if any balance remain in the hands of the Sheriff after paying out as above ordered that he retain said balance subject to the future order of the Court.

Attest  
R M Lowry  
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 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 15<sup>th</sup> day of November 1892, Belle M<sup>rs</sup> Fadden filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Lawrence M. M<sup>rs</sup> Fadden, to-wit:

Belle M<sup>rs</sup> Fadden, Plaintiff

vs.

Lawrence M. M<sup>rs</sup> Fadden, Defendant

Union County, Ohio,  
Court of Common Pleas.

Petition

6457

Plaintiff says that she has been a resident of Union County, Ohio, for more than a year past and is now a bona fide resident of Union County. That on the 16<sup>th</sup> day of August 1892, she was married to the defendant at the County of Delaware, State of Ohio.

Plaintiff further says that she has always conducted herself toward the defendant as a faithful and obedient wife always ready and willing to discharge any and all of the duties of a wife to him. Yet he disregarding his marital duties as husband is and has been guilty of abandoning the plaintiff without a home and without any means of support whatever and she has had to rely upon others not bound to support her while he wasted his substance in debauchery and wholly without any fault of hers whatever and thereby being guilty of gross neglect of duty.

She therefore prays that she be divorced from said defendant and that she be restored to her maiden name of Belle E. Kinney and for all proper relief in the premises.

Belle E. M<sup>rs</sup> Fadden,

By J. M. Kennedy her Attorney.

Procipe To the Clerk:

Issue a Summons and copy of Petition directed to the Sheriff of Union County, Ohio, for Lawrence M. M<sup>rs</sup> Fadden. Indorsed: Divorce and restoration to maiden name prayed for in within case. J. M. Kennedy, Attorney.

Afterward, on the 15<sup>th</sup> day of November, 1892, a Summons was issued by the Clerk of said Court, to-wit: The State of Ohio.

Union County ss: To the Sheriff of Union County:

You are commanded to notify Lawrence M. M<sup>rs</sup> Fadden that Belle E. M<sup>rs</sup> Fadden 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 abandon-  
ing her, 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 dur-  
ing the term of said Court next ensuing, and six weeks  
from and after the service of this writ.

You will make due return of this summons on the  
25<sup>th</sup> day of November A. D. 1892.

Witness my signature as Clerk of our said Court,  
of Common Pleas, and the seal of said Court,  
(Seal) at Marysville this 15<sup>th</sup> day of November, A. D. 1892.  
R. M. Leroy, Clerk.

Indorsed: "Summons in action for divorce and restoration  
to her maiden name of Belle E. Kinney.

Sheriff's  
Return

And on the 19<sup>th</sup> 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:

Service	\$ 30
Copies	40
Mileage	1 28
Total	1 98

Received 10 o'clock A. M. on the 15<sup>th</sup> day of November  
A. D. 1892, and on the 18<sup>th</sup> day of November A. D. 1892  
I served the same by delivering a true copy there-  
of with the endorsements thereon together with  
a certified copy of the petition in this case to the within  
named Lawrence W. M<sup>r</sup>. Fadden the within named defendant.  
Thomas Martin Sheriff.

Entry

6457

Afterward, on the 12<sup>th</sup> day of January, 1892, an  
Entry was made on the Journal by the Clerk of said Court  
Belle E. M<sup>r</sup>. Fadden

or  
Lawrence W. M<sup>r</sup>. Fadden | Journal 16, Page 285.

This day this cause come on to be heard upon pe-  
tition of plaintiff and evidence to the Court the defendant  
being in default for answer or demurrer and the Court  
after hearing the evidence the Court finds for the plain-  
tiff as follows, to wit:

- 1<sup>st</sup> That the plaintiff and defendant were married as  
stated in the petition.
- 2<sup>nd</sup> That said defendant was duly served by summons in  
this case.
- 3<sup>rd</sup> That said defendant has been guilty of gross neglect  
of duty as charged in said petition.

It is therefore ordered and adjudged by the Court  
that said plaintiff be divorced from said defendant  
and that she recover her costs herein taxed at \$---

Attest  
R. M. Leroy  
Clerk

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Petition  
6455

Affidavit  
6455

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 7<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 29<sup>th</sup> day of October, 1892, Mable P. Ruggles filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Adolphus P. Ruggles, to-wit:  
Mable P. Ruggles, Plaintiff.

Petition

6455-

vs. Adolphus P. Ruggles, Defendant. Union County, Ohio.  
Court of Common Pleas.  
Plaintiff says she has been a resident of the State of Ohio for more than a year last past and is now a bona-fide resident of Union County, Ohio.

That on the 25<sup>th</sup> day of November A. D. 1888 she was married to the defendant at Union County, Ohio.

Plaintiff further says that she has always been a faithful and obedient wife to the defendant yet he disregarding his marital duties did on or about the first of May A. D. 1891, abandon her and their infant child without any means of support whatever, and she was in bad health and was compelled to depend upon the charity of others for support. That he has continued wilfully absent and wholly neglecting her and their infant child failing to furnish them any of the necessaries of life. That during their married life they had born to them one child Frances L. Ruggles now 2 years and 10 months old.

Plaintiff therefore prays that upon the final hearing of this petition she be divorced from the defendant and that she be decreed the custody, care and control of their infant child Frances L. Ruggles and for all proper relief in the premises.

Mable P. Ruggles

By her Attorney J. M. Kennedy.

Affidavit

6455-

Mable P. Ruggles, Plaintiff vs. Adolphus P. Ruggles, Defendant. State of Ohio, Union Countyss:

Mable P. Ruggles being duly sworn says that the residence and whereabouts of the said defendant is to her unknown and that summons cannot be served upon him in the State of Ohio; that for nearly the whole of the time since he left her in 1891 she has had no knowledge of his whereabouts; and that this cause is one of the causes provided for by publication under the laws of the State of Ohio.

Mable P. Ruggles.

Sworn to and subscribed by the said Mable P. Ruggles before me this 27<sup>th</sup> day of October, A. D. 1892.

(Seal)

A. H. Kollefrath, Notary Public.

Proof of Publication

Afterward, on the 7<sup>th</sup> day of December, 1892, a Proof of the Publication was filed with the Clerk of said Court, to-wit: Mable P. Ruggles

Legal Notice. Union County, Ohio. Court of Common Pleas. Adolphus P. Ruggles whose place of residence is unknown to the plaintiff will take notice that on the 28<sup>th</sup> day of October A. D. 1892 the plaintiff filed her petition in the Court of Common Pleas of said County N<sup>o</sup>. 6455 charging said defendant with gross neglect of duty, and praying for divorce and custody of child. Said petition will be for hearing after six weeks publication.

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 news paper of general circulation in the County of Union, the first publication beginning with November 2<sup>nd</sup>, 1892.

Printers fee \$3<sup>00</sup>. W. O. Shearer. Sworn to and subscribed before me this 7<sup>th</sup> day of December 1892. (Seal) R. Mc Leroy, Clerk.

Entry

Afterward, on the 12<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court, to-wit: Mable P. Ruggles

vs. Adolphus P. Ruggles Journal 16, Page 285.

This day this cause came on to be heard upon the petition of the plaintiff and the testimony of witnesses, the defendant being in default for answer or demurrer, and the Court after hearing the testimony and becoming fully advised in the premises do find for the plaintiff.

- 1<sup>st</sup>. That they were married as stated in the plaintiffs petition
- 2<sup>nd</sup>. That said plaintiff is and has been a bona-fide resident of Union County, Ohio.
- 3<sup>rd</sup>. That the defendant has been guilty of gross neglect of duty as charged in petition.

It is therefore ordered and adjudged by the Court that a complete divorce be granted to plaintiff and that she be decreed the custody, care and control of said child Frances L. Ruggles with the right of defendant to visit at all proper times and that she recover her costs herein at \$---

Attest R. Mc Leroy Clerk

6455

Marysville  
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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 9<sup>th</sup> day of January, 1893 in the year of our Lord one thousand eight hundred ninety-three.

Be it remembered that, heretofore, to wit, on the 19<sup>th</sup> day of November, 1892 Joanna M<sup>rs</sup> Lain filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John Sheehan et al.  
Joanna M<sup>rs</sup> Lain, Plaintiff

vs.  
John Sheehan, and Susan Sheehan, his wife Defendants.

Court of Common Pleas,  
Union County, Ohio.

First Cause of Action:

Defendants are indebted to plaintiff in the sum of one hundred and thirty-five (\$135<sup>00</sup>) dollars which she claims with interest from the 13<sup>th</sup> day of August 1890 at 8 per cent. payable annually, on a promissory note of which the following is a copy with all credits and indorsements.

Copy of Note.

\$135<sup>00</sup> Magnetic Springs, August 13<sup>th</sup>, 1885.  
One year after date I promise to pay Joanna M<sup>rs</sup> Lain or bearer one hundred and thirty-five dollars, value received with interest at eight per cent. per annum payable annually.  
John Sheehan.

Said note indorsed as follows: "Received Interest on the within note up to August 13<sup>th</sup>, 1887. "Received 7/ on the within note August 13<sup>th</sup>, 1887. "Received interest for the 1890 on note.

Second Cause of Action:

At the time of delivering said note, and to secure the payment of the same the defendant John Sheehan, his wife Susan Sheehan who is now deceased, joining with him duly executed to plaintiff their mortgage deed conveying the following premises situate in the County of Union in the State of Ohio in the Township of Leesburg Survey N<sup>o</sup> 3696, and bounded and described as follows, viz: Being lot N<sup>o</sup> 152 in Leading Addition to the village of Magnetic Springs, described as follows: Situate on the street called Fountain Avenue and being six rods wide fronting on said Avenue and extending back twenty rods.

Said lot is duly recorded in the records of Union County, Ohio, on plat Book N<sup>o</sup> 1 Page 227, Record of Mortgages Volume 21 Page 300.

Said mortgage was conditioned as follows: That if the said John Sheehan shall pay or cause to be paid unto the said Joanna M<sup>rs</sup> Lain his certain promissory note which he has executed bearing date of August 13<sup>th</sup>, 1885 and calling for one hundred and thirty-five dollars, due in one year from date with interest at 8 per cent. from

date per annum payable annually, then these presents shall be void; otherwise to be and remain in full force and virtue.

The said mortgage deed has become absolute, and there are no credits other than above stated.

The plaintiff therefore, asks judgment against defendant John Sheehan in said sum of \$135<sup>00</sup> dollars with interest at 8 per cent. payable annually from said 13<sup>th</sup> day of August 1890, and that said premises may be sold, and the proceeds applied to the payment of said judgment.

The State of Ohio,  
Union County ss:

F. J. Arthur, Attorney for Plaintiff

F. J. Arthur, Attorney for plaintiff being duly sworn says that the plaintiff is a non-resident of the County of Union and is now absent therefrom; that the instrument sued on is for the payment of money and that such instrument is in his possession as agent; and that the statement and allegations made in the foregoing petition are true as he verily believes.

F. J. Arthur.

Sworn to and subscribed before me this 19<sup>th</sup> day of November 1892. (Seal) R. M<sup>o</sup> Leroy, Clerk of Court.

Præcipe Mr. Clerk:

Issue Summons to Sheriff of Henry County, Ohio, returnable according to law. Indorse: Action to foreclose mortgage. Amount claimed \$135<sup>00</sup> and interest at 8 per cent. payable annually since August 13<sup>th</sup>, 1890. Filed November 19<sup>th</sup>, 1892. F. J. Arthur, Atty. for Pltf.

Summons

6459

And on the 19<sup>th</sup> day of November A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio,  
Union County. To the Sheriff of Henry County: You are hereby commanded to notify John Sheehan that he has been sued by Joanna M<sup>o</sup> Law in the Court of Common Pleas of Union County, and must answer by the 17<sup>th</sup> day of December 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 28<sup>th</sup> day of November A. D. 1892.

Witness my hand and the seal of said Court, this (Seal) 19<sup>th</sup> day of November A. D. 1892.

R. M<sup>o</sup> Leroy, Clerk.

And on the 26<sup>th</sup> 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,  
Henry County

Sheriff's Return.

Received this writ November 21<sup>st</sup>, A. D. 1892, at 10 o'clock A. M. and served same by delivering a true copy thereof with

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Entry

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Total	\$ 5 45

all the endorsements thereon at the usual place of residence of the within named John Sheehan and return this writ November 24<sup>th</sup>, 1892.

E. C. Decker, Sheriff  
By S. Williams, Deputy.

Entry  
6459

Indorsed: In action for Foreclosure of Mortgage and Judgment. Amount claimed \$ 135<sup>00</sup> with interest at 8% payable annually from August 13<sup>th</sup>, 1890.

Afterward, on the 9<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court, to-wit: Joanna Mc Lain,  
or.  
John Sheehan et al. | Journal 16, Page 275-

This day this cause came on to be heard upon the petition of the plaintiff, the defendant John Sheehan failing to appear, answer or demur, and the defendant Susan Sheehan having died since the giving of the mortgage in the petition described and before the filing of plaintiffs petition the Court find the allegations of the petition to be true and that there is due as alleged in said plaintiffs petition to the plaintiff from the defendant John Sheehan the sum of \$ 135<sup>00</sup> and interest at 8 per cent. payable annually from the 13<sup>th</sup> day of August 1890, and that the same is secured by the mortgage in plaintiffs petition set forth and that said mortgage has become absolute.

It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the defendant John Sheehan the said sum of \$ 135<sup>00</sup> with interest at 8 per cent. as aforesaid, amounting at this date to \$ 163<sup>73</sup> and also his costs herein expended taxed to \$ - - That in default of payment by the defendant John Sheehan, said sum and costs, that an order of sale issue to the Sheriff of Union County, Ohio, commanding him to proceed at once to appraise, advertise and sell according to law the premises in the petition described to satisfy said sum so found due with costs and report to this Court for further order.

Order of Sale

Afterward, on the 9<sup>th</sup> day of January, 1893, 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 9<sup>th</sup> day of January, 1893, Joanna Mc Lain obtained a Judgment and Decree against John Sheehan and Susan Sheehan his wife for the sum of One hundred and sixty-three <sup>3/4</sup> 75<sup>00</sup> dollars and twenty dollars costs of suit

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said John Sheehan

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et al within --- day from the 9<sup>th</sup> day of January A. D. 1893  
pay unto the said Joanna McLean the said sum of One  
hundred and sixty-three <sup>75</sup>/<sub>100</sub> dollars with interest from  
the 9<sup>th</sup> day of January 1893 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, accord-  
ing to the Statute regulating judgments and executions at  
law, to sell the real estate described in the plaintiff's petition.

And Whereas, the --- day aforesaid have fully expired,  
and the said sum of One hundred and sixty-three <sup>75</sup>/<sub>100</sub> dollars  
and costs aforesaid, have not been paid, or any part thereof,  
as appears to us of record.

We therefore command you, that you proceed, with-  
out delay, to appraise, advertise and sell according to the  
statute regulating Judgments and Executions at law, the  
following lands and tenements, situate in Union County  
Ohio, in the Township of Leesburg, Survey N<sup>o</sup> 3696 and being  
lot N<sup>o</sup> 152 in Deeding Addition to the Village of Magnetic  
Springs described as follows: Situate on the Street called Foun-  
tain Ave. and being six rods wide fronting on said Ave.  
and extending back twenty rods.

We therefore command you that you proceed to  
carry said order, judgment, and decree into execution agree-  
ably 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  
(Seal) Marysville this 9<sup>th</sup> day of January, A. D. 1893.

R. McCreary, Clerk.

And on the 11<sup>th</sup> day of February, 1893, 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.

Received this writ the 9<sup>th</sup> day of January A. D. 1893  
and on the 10<sup>th</sup> day of January, A. D. 1893, I called on in-  
quest of William King, P. H. Lind, W. H. Curl, three disin-  
terested 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 es-  
timate of the value thereof, (to wit: \$ 250.00) under their hands  
and seals, a copy of which I forthwith deposited with the  
Clerk of the within named Court. Thereupon I caused

Sheriff's  
Return

6459

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Service	25	public notice of the time and place of sale
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Swear. " "	25	thirty days (to wit: five consecutive weeks)
Writing April.	25	before the day of sale specified by advertise-
Copy of " "	25	ment in the Marysville Tribune, a newspaper
Notice to Ptv.	25	printed in said Union County, and of
Affidavit to .	25	general circulation therein, as will appear
Writing Notice	25	by a copy of said advertisement hereto attach-
Mileage	1 92	ed. And on the 11 <sup>th</sup> day of February
Boardage	2 01	A. D. 1893, at the door of the Court House in
Return	10	Marysville, Ohio, at the hour of 1 o'clock P. M.
Total	6 78	of said day, the time and place of sale
Appraisers fee	3 00	specified in said notice I offered the within
Printers fee.	11 40	described real estate at public auction;

and then and there struck off and sold the same to Joanna M<sup>rs</sup> Cain for the sum of two hundred and sixty-seven dollars she being the highest bidder therefor and the sum bid being more than two-thirds of the appraised value.

W<sup>m</sup> G. Snodgrass, Sheriff.

Proof of Publication

Afterward, on the 11<sup>th</sup> day of February, 1893, a Proof of the Publication was filed with the clerk of Court.

Joanna M<sup>rs</sup> Cain

Sheriff's Sale,

6459

vs.

On Order of Sale,

John Sheehan

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 February 11<sup>th</sup>, 1893, at or about the hour of one 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 Leesburg and bounded and described as follows: In the Township of Leesburg, Survey N<sup>o</sup> 3676 and being lot N<sup>o</sup> 152 in Leedings Addition to the Village of Magnetic Springs described as follows: Situated on the street called Mountain Avenue and being 6 rods wide fronting on said Avenue and extending back twenty rods.

Appraised at \$250<sup>00</sup> Terms of Sale, Cash.

W<sup>m</sup> G. Snodgrass, Sheriff of Union County, Ohio.

The State of Ohio,  
Union County, Ohio, 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 11<sup>th</sup>, 1893.

W. O. Shearer.

Sworn to and subscribed before me, this 11<sup>th</sup> day of February, 1893.  
(Seal) R. M. Leroy, Clerk.

Entry  
6459

Afterward, on the 13<sup>th</sup> day of March, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit: Joanna M<sup>rs</sup> Cain  
vs.  
John Shuchan et al  
Journal 16, Page 334.

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 Joanna M<sup>rs</sup> Cain, the plaintiff, 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 hereon, for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County.

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

First: To the Treasurer of this County the taxes, penalty and interest against said property, to wit: \$---

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

Third: To the plaintiff Joanna M<sup>rs</sup> Cain who was the purchaser the amount heretofore found due her.

Attest  
A M L  
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 9<sup>th</sup> day of January in the year of our Lord, one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 19<sup>th</sup> day of November, 1892, Martha Stofer filed her petition in the Clerk's Office of the said Court of Common Pleas against Laura L. Stofer, to wit:

Petition  
6460

Martha  
Laura

Stofer vs  
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Petition Martha Stofer, Plaintiff

Court of Common Pleas,  
Union County, Ohio.

6460

vs.  
Diana L. Stofer, Defendant.

The plaintiff says: On the 28<sup>th</sup> day of October, 1866, plaintiff intermarried with one Isaac Stofer. On the 6<sup>th</sup> day of January 1892 the said Isaac Stofer died having been seized during said coverture of an estate of inheritance in the following property, to-wit:

Beginning at a stone in south-west corner of Survey 13066 and north-west corner of Survey 5586: thence south  $80^{\circ}$   $\&$   $167^{\frac{1}{2}}$  poles to a stone in Survey line and in the middle of the Parisburg and Marysville pike about the middle of said pike south  $26^{\circ}$  west  $105^{\frac{1}{2}}$  poles to a stone in the middle of said road; thence N.  $81^{\circ}$  west  $135^{\frac{1}{2}}$  poles to a stake and stone in the west line of said Survey 5586; thence N.  $10^{\circ}$   $\&$   $103^{\frac{1}{2}}$  poles to the beginning containing ninety seven  $\frac{1}{2}$  acres.

Beginning at an elm and hickory north-west corner of the Means Survey N<sup>o</sup> 13066: thence north  $7^{\circ}$   $\&$  99 poles to a stake north-west corner of said Survey and in the line of Survey N<sup>o</sup> 7058: thence north  $72^{\circ}$   $\&$  100 poles to two sugars north-west corner of Survey N<sup>o</sup> 6211: thence with the said Survey line south  $20^{\circ}$   $\&$  157 poles to two hickory corner of said Survey in the line with the Means Survey: thence with the Means Survey line north  $83^{\circ}$  west 170 poles to the beginning containing one hundred acres more or less.

Also part V. M. Survey N<sup>o</sup> 6211 beginning at the south west corner of said Survey: thence south  $80^{\circ}$   $\&$  7 poles to the center of the Marysville and Marion road: thence north  $37^{\frac{1}{2}}$   $\&$   $15^{\frac{1}{2}}$  poles with the center of said road: thence north  $69^{\frac{3}{4}}$  N.  $20^{\frac{1}{2}}$  poles to the south-west corner of Samuel Stout's land: thence with said line S.  $16^{\frac{1}{4}}$   $\&$   $21^{\frac{1}{2}}$  poles containing one  $\frac{1}{3}$  acres.

Also one other tract or parcel of land, beginning at H. H. Darlings land: thence south  $71^{\frac{1}{4}}$  west to the middle of W<sup>o</sup> Jones' pike: thence south  $24^{\circ}$   $\&$   $24^{\frac{1}{2}}$  poles along said pike to a corner of Jacob Beem's Jr. land: thence along his western line  $52^{\circ}$  west 38 poles to a line of James Tanner's land: thence north  $18^{\frac{1}{4}}$  west to the corner of said Tanner's land: thence south  $71^{\frac{1}{4}}$  west  $31^{\frac{1}{2}}$  poles of another corner of Jacob Beem's land: thence north  $18^{\frac{1}{4}}$  west  $25^{\frac{1}{2}}$  poles to another corner of the said Tanner land: thence south  $71^{\circ}$  west 104 poles to east line of S. Linders land: thence north  $18^{\frac{1}{4}}$  west  $36^{\frac{1}{2}}$  poles: thence north  $71^{\frac{1}{4}}$   $\&$   $219^{\frac{1}{2}}$  poles to Cotteral's line: thence south  $19^{\frac{3}{4}}$   $\&$  along Cotteral's line to H. Darlings line  $36^{\frac{1}{2}}$  poles to the place of beginning containing sixty (60) acres and seventy-two (72) poles, except 6 acres dedded to Isaac Stofer and 114 to Jacob Beem.

Also another parcel of land beginning at a stone

on the S. W. corner of Alva Degoods land: thence east 26 poles and 6 links; thence S.  $36\frac{1}{2}$  poles; thence N. 26 poles and 6 links to the line of the farm known as the Linder farm to a stone; thence north  $36\frac{1}{2}$  poles to the place of beginning containing 60 acres, and all the estate, title and interest of the said Heister A. Gosnell.

Also another parcel of land beginning at south-west corner of R. C. Bigelow's land: thence north  $71^\circ$  - E. 104 poles to a beech (down); thence south  $18\frac{3}{4}$  - east  $25\frac{104}{100}$  poles to a stake at the north-west corner of a ten acre lot, said Beardsbly bought of R. C. Bigelow; thence north  $71^\circ$  - E.  $31\frac{200}{100}$  poles to a corner of Jacob Beems land purchased by him of the grantee (Isaac Stofer; thence south  $18\frac{3}{4}$  - E.  $51\frac{200}{100}$  poles to a stake another corner of the said Beems land; thence south  $71^\circ$  - N.  $31\frac{200}{100}$  poles to a stake another corner of the said Beems land; thence S.  $18\frac{3}{4}$  - E.  $6\frac{200}{100}$  poles to a stake a corner of the original S. Stoutt farm; thence south  $71^\circ$  - N.  $5\frac{200}{100}$  poles to a stake; thence south  $18\frac{3}{4}$  - E.  $17\frac{200}{100}$  poles to a stone; thence north  $82\frac{1}{2}$  N. 80 poles to a stone in the Marysville and Marion state road; south  $25^\circ$  - N. with the center of said road two poles to a stone; thence north  $69^\circ$  - N.  $21\frac{200}{100}$  poles to a stone; thence north  $20^\circ$  - N.  $47\frac{200}{100}$  poles to the beginning containing 60 acres more or less.

The said land is now claimed by the defendant Laura L. Stofer as the child and heir at law of Isaac Stofer who left no will or other children or legal representatives. Plaintiff is entitled to dower in said property and prays that the same may be assigned her herein and for such other relief as is proper.

State of Ohio, D. W. Ayers, Attorney for Plaintiff  
 Union County ss:

Martha Stofer being duly sworn says the facts stated and allegations in the foregoing petition are as she believes true.

Sworn to before me and signed, in my presence this 19<sup>th</sup> day of November, 1892. J. E. Griffith, Notary Public in and for Union County, Ohio.

I hereby waive the issuing of process and service of Summons and enter my appearance in the above case this 19<sup>th</sup> day of November 1892.

Laura L. Stofer.  
 Afterward, on the 11<sup>th</sup> day of January, 1893, an entry was made on the Journal by the Clerk of said Court, to-wit:

Martha Stofer  
 vs.  
 Laura L. Stofer.

And now this cause coming up for hearing upon the petition of the plaintiff and the evidence, the Court find that the defendant Laura L. Stofer entered her appearance to this action on the 19<sup>th</sup> day of November A. D. 1892, and is in default

Waiver

Entry

6460

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for answer herein. The Court further find that the said Isaac Stofer was in his life time seized in fee simple of the real estate and premises described in the petition. And that the plaintiff is the widow of the said Isaac Stofer deceased and that she is entitled to have her dower in said premises assigned and set off to her as prayed in her petition.

It is therefore ordered and adjudged and decreed by the Court that the said plaintiff be endowed of one full equal third part of the premises described in the petition. And that a writ issue to the Sheriff of Union County Ohio, commanding him that by the oaths of J. M. Brannan Joseph Beem & W. P. Beightler three judicious disinterested men of the vicinity in said County who are not of kin to either of the parties, and who are hereby appointed Commissioners for that, he cause to be set off and assigned the dower of the said plaintiff in manner as above ordered. And that of such proceedings together with the said Commissioners appraisement of the yearly net value of said real estate estimated from the 1<sup>st</sup> day of January 1892 to the 14<sup>th</sup> day January 1893 the day of the assignment of dower, the said Commissioners and the said Sheriff make return without unnecessary delay.

Afterward, on the 12<sup>th</sup> day of January, 1893, a Writ of Dower was issued by the Clerk of said Court, to wit:

The State of Ohio,  
 Union County ss: I, the Sheriff of said County, Greeting:  
 We command you, That without delay, by the oaths of J. M. Brannan, Joseph Beem and Will P. Beightler you cause to be set off and assigned to Martha Stoffer widow of Isaac Stofer late of said County, deceased, one full equal third part of the following real estate, situate in Union County, State of Ohio. Beginning at a stone in the south-west corner of Survey 13066 <sup>1/4</sup> north-west corner of Survey 5586; thence S. 80° - E. 767 <sup>2/100</sup> poles to a stone in Survey line and in the middle of the Pharisburg and Marysville pike along the middle of said pike S. 26° - W. 105 <sup>2/100</sup> poles to a stone in the middle of said road; thence N. 81° - W. 135 <sup>5/100</sup> poles to a stake and stone in the west line of said Survey 5586; thence N. 10° - E. 103 <sup>2/100</sup> poles to the beginning containing ninety-seven <sup>2/100</sup> acres.

Beginning at an elm and hickory north-west corner of the Means Survey N<sup>o</sup>: 13066; thence N. 7° - E. 99 poles to a stake north-west corner of said Survey and in the line of Survey N<sup>o</sup>: 7008; thence N. 72° - E. 100 poles to two sugars north-west corner of Survey N<sup>o</sup>: 6291; thence with the said Survey line S. 20° - E. 157 poles to two hickory corner of said Survey in the line with the Means Survey; thence with the Means Survey line N. 83° - W. 170 poles to the

Writ of Dower

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beginning containing one hundred acres more or less.

Also part of V. M. Survey No. 6211. Beginning at the south-west corner of said Survey; thence S. 80° - E. 7 poles to the center of the Marysville and Marion road; thence N. 34° 1/2 - E. 15 7/10 poles with the center of said road; thence N. 69° 3/4 - N. 20 1/2 poles to the south-west corner of Samuel Stout's land; thence with said line S. 16 3/4 - E. 21 7/10 poles containing one and 6/10 acres.

Also one other tract or parcel of land. Beginning at H. H. Darlings band; thence S. 71° - N. to the middle of Williams Jones' pike; thence S. 24° - E. 24 1/2 poles along said pike to a corner of Jacob Beems Jr. land; thence along his western line S. 52° - N. 38 poles to a line of James Tanners land; thence N. 18 1/4 - N. to the corner of said Tanners land; thence S. 71° 1/4 N. 31 2/10 poles of another corner of Jacob Beems land; thence N. 18 1/4 - N. 25 4/10 poles to another corner of the said Tanners land; thence S. 71° - N. 104 poles to east line of S. Linders land; thence N. 18 1/4 - N. 36 7/10 poles; thence N. 71° 1/4 E. 219 1/10 poles to Lotterals line; thence S. 19 3/4 - E. along Lotterals line to H. Darlings line 36 1/10 poles to the place of beginning containing sixty (60) acres and seventy two (72) poles. Except 6 acres deeded to Isaac Stofer 1/4 117 poles to Jacob Beem.

Also another parcel of land. Beginning at a stone on the S. W. corner of Alva Degood's land; thence E. 26 poles and 6 links; thence S. 36 1/2 poles; thence N. 26 poles and 6 links to the line of the farm known as the Linder farm to a stone; thence N. 36 1/2 poles to the place of beginning containing six (6) acres, and all the estate, title and interest of the said Hester A. Gosnell.

Also another parcel of land. Beginning at south-west corner of R. C. Bigelow's land; thence N. 71° - E. 104 poles to a beech (down); thence S. 18 3/4 - E. 25 10/10 poles to a stake at the north-west corner of a ten acre lot said Beardsly bought of R. C. Bigelow; thence N. 71° - E. 31 2/10 poles to a corner of Jacob Beem's land purchased by him of the Grantee (Isaac Stofer); thence 18 3/4 - E. 51 2/10 poles to a stake another corner of the said Beem's land; thence S. 71° - N. 31 2/10 poles to a stake another corner of the said Beem's land; thence S. 18 3/4 E. 6 7/10 poles to a stake a corner of the original S. Stout farm; thence S. 71° - N. 5 7/10 poles to a stake; thence S. 18 3/4 E. 19 2/10 poles to a stone; thence N. 82 1/2 - N. 80 poles to a stone in the Marysville and Marion State road S. 25° - N. with the center of said road 2 poles to a stone; thence N. 69° - N. 21 7/10 poles to a stone; thence N. 20° - N. 47 7/10 poles to the beginning containing 60 acres more or less, in pursuance of an order made in the Court of Common Pleas within and for said County, in a certain Petition for Dower, wherein the said Martha Stofer is Petitioner and Laura C. Stofer are respondents, and that in like manner, by

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the oaths of the same men, you make a just and true appraisement of the yearly value of said real estate, after deducting the necessary expenses, and that your proceedings in the premises, you distinctly certify under your hand to our said Court forthwith. And have you then and there this writ.

Witness my name, and the seal of the said Court  
(Seal) This 12<sup>th</sup> day of January A. D. 1893.

R. M. Leroy, Clerk.

And on the 14<sup>th</sup> day of January, 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows.

6460

Service	25
Mileage	3 22
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Swear. Com.	75
Report of "	1 50
Return	25
Total	6 97
Comm. fees	3 00
Surveyors fees	36 50

As commanded by this writ, I have, by the oaths of T. M. Brannan, Jacob Beem and Will O. Beightler three judicious, disinterested men, of the vicinity, who are not of kin to either of said parties, caused to be set off and assigned to the within named Martha Stofer as her dower estate, so much of the within described lands and tenements as is contained in the following boundaries, to wit:

To Martha Stofer, widow: Situate in Leesburg Township, Union County, Ohio, and being part of V. M. Survey N<sup>o</sup>. 6211. Beginning at a stone and brick in the west line of Survey N<sup>o</sup>. 6211 and south-west corner of John Blair's 52 <sup>6</sup>/<sub>100</sub> acre tract of land; thence with the west line of said Survey 6211 S. 19°-50'- E. 108 <sup>7</sup>/<sub>100</sub> poles to a stone and pieces of brick south-west corner of said Survey 6211; thence with the south line of said Survey 6211 S. 78° E. 3 <sup>52</sup>/<sub>100</sub> poles to a stone in the center of the Marvon State road; thence with the center of said road N. 27°-15'- E. 17 poles to a stone corner of Enos Bell's land; thence with the north line of Enos Bell's land S. 78°-30'- E. 90 <sup>7</sup>/<sub>100</sub> poles to a stone and pieces of brick in the line of Jacob Beem's land; thence with said Beem's land lines N. 16°-30'- N. 19 poles to a stone and pieces of brick; thence N. 73°- E. 5 <sup>5</sup>/<sub>100</sub> poles to a stake and pieces of brick; thence N. 16°-15'- N. 62 <sup>2</sup>/<sub>100</sub> poles to a stake and pieces of brick; thence N. 74°- E. 68 <sup>4</sup>/<sub>100</sub> poles to a stone in the center of the Mills John gravel road; thence with the center of said gravel road N. 39°-5'- W. 24 <sup>32</sup>/<sub>100</sub> poles to a stone; thence N. 73°-30'- E. 56 <sup>7</sup>/<sub>100</sub> poles to a stake and stone in the line of H. H. & J. F. Darlings' land; thence with said Darlings' land line, and the line of A. J. Terry's land N. 17°- N. 36 <sup>7</sup>/<sub>100</sub> poles to a stone and black ash corner of said John Blair's land; thence with said Blair's land line S. 73°-45'- N. 222 poles to the beginning containing 110 <sup>50</sup>/<sub>100</sub> acres.

Leaving the following described lands to Laura E. Stofer. Situate in Leesburg Township, Union County



And by the oaths of the same men the yearly value of the real estate within described is justly and truly appraised at One thousand dollars. The necessary expenses per annum we estimate at nine hundred dollars leaving a balance of One hundred dollars per annum after deducting necessary expenses.

1893. Given under my hand this 14<sup>th</sup> day of January W<sup>m</sup> G. Snodgrass, Sheriff.

1893. Given under our hands this 14<sup>th</sup> day of January Thomas M. Brannan

J. W. Beum  
Will P. Bightler  
Commissioners.

Afterward, on the 24<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court, to-wit:

Martha Stofer

Journal 16, Page 296.

Or.  
Laura L. Stofer

This cause came on for hearing upon the return of the Sheriff and of the Commissioners herein of their proceedings in the assignment of dower under the former order of this Court, and on motion to confirm the same.

And the Court being fully advised in the premises find said proceedings and assignment in all respects in conformity to law and hereby approve and confirm the same. It is therefore ordered and decreed that the said Martha Stofer have and possess the lands so assigned to-wit:

Situated in Beesburg Township, Union County, Ohio and being part of V. M. Survey N<sup>o</sup> 6211.

Beginning at a stone and brick in the west line of Survey N<sup>o</sup> 6211 and south-west corner of John Blair's 52 <sup>6</sup>/<sub>100</sub> acre tract of land: thence with the west line of said Survey 6211: S 19°-50' E. 108 <sup>6</sup>/<sub>100</sub> poles to a stone and pieces of brick south-west corner of said Survey 6211; thence with the south line of said Survey 6211 S. 78° E. 3 <sup>52</sup>/<sub>100</sub> poles to a stone in the center of the Marion State road: thence with the center of said road N. 27°-15' E. 17 poles to a stone corner to Lenos Bell's land: thence with the north line of Lenos Bells land S. 78°-30' E. 90 <sup>72</sup>/<sub>100</sub> to a stone and pieces of bricks in the line of Jacob Beems land: thence with Jacob Beems land N. 16°-30'-N. 19 poles to a stone and pieces of brick: thence N. 73°- E. 5 <sup>8</sup>/<sub>100</sub> poles to a stake and pieces of brick: thence N. 16°-15'- N. 62 <sup>7</sup>/<sub>100</sub> poles to a stake and pieces of brick: thence N. 74°- E. 68 <sup>4</sup>/<sub>100</sub> poles to a stone in the center of the Mills John gravel road: thence with the center of said gravel road N. 39°-05'-N. 24 <sup>32</sup>/<sub>100</sub> poles to a stone: thence N. 73°-30'- E. 56 <sup>8</sup>/<sub>100</sub> poles to a stake and stone in the line of H. H. <sup>3</sup>/<sub>4</sub> J. F. Darlings land: thence with said Darlings line and the line of A. F. Perrys land N. 17°- N. 36 <sup>4</sup>/<sub>100</sub> poles to a stone and black ash corner of said

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John Blair's land line S. 73° 45' W. 222 poles to the beginning containing 110<sup>50</sup> acres as and for her reasonable dower in said premises.

It is further ordered that the said Martha Stofer pay one third of the costs herein taxed to \$- - and that the said Laura B. Stofer pay the two thirds of the costs herein taxed to \$- - -.

Attest  
A. M. Loomis  
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 9<sup>th</sup> day of January, in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to wit, on the 21<sup>st</sup> day of November, 1892 John H. Welle filed in the Clerk's office of the said Court of Common Pleas the following Petition against Jean Welle to wit:

Petition  
6461

John H. Welle, Plaintiff  
vs  
Jean Welle, Defendant  
To the Court of Common Pleas,  
Union County, Ohio.

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

On the 18<sup>th</sup> day of April 1886 he was married to the defendant. Regardless of her duties as a wife the defendant has been guilty of gross neglect of duty in refusing to attend to any of her household duties and in spending her time away from home in evil resorts.

About the month of June 1891, the defendant committed adultery with one Thomas Huggins at Louisville Kentucky, also during the summer of 1891 she visited houses of prostitution in said city and committed adultery with persons unknown to plaintiff.

Wherefore the plaintiff prays that he may be divorced from the defendant and for all proper relief.

John H. Welle

By J. L. Cameron his Attorney.

Affidavit  
6461

Afterward, on the 21<sup>st</sup> day of November 1892, an Affidavit for Publication was filed with the clerk of said Court, to wit:  
The State of Ohio,  
Union County ss:

Proc of of  
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John H. Welle, Plaintiff

In Union County Court of  
Common Pleas.

vs.  
Jean Welle, Defendant

John H. Welle being first duly sworn says: That he has commenced in the above named Court a civil action against the said defendant to obtain a divorce; and that the defendant is a non-resident of the State of Ohio; and that she has no agent or Attorney of record therein.

The affiant further says that he has used due and reasonable diligence to ascertain the post office address and residence of the defendant, but her post office address and residence are to him unknown.

The plaintiff desires to make service and give notice to take Depositions by publication, and further saith not.

J. H. Welle.

Sworn to before me and signed in my presence this 21<sup>st</sup> day of November, 1892. (Seal) R. M. Leroy, Clerk.

Pro of of  
Publication

Afterward, on the 10<sup>th</sup> day of January, 1893, a Proof of Publication was filed with the Clerk of said Court, to wit

John H. Welle, Plaintiff

Legal Notice

Union County Court of Common Pleas

vs.  
Jean Welle, Defendant

The defendant Jean Welle will take notice that the plaintiff John H. Welle did, on the 21<sup>st</sup> day of November 1892 file in the Court of Common Pleas of Union County, Ohio his petition against the said defendant charging her with adultery and gross neglect of duty and praying for a divorce, which petition will stand for hearing at the January term 1893 of said Court.

The said defendant will also take notice that the plaintiff above named will on Thursday the 22<sup>nd</sup> day of December 1892 take depositions (to be used in evidence in said case) at the office of Thomas Dawson, Attorney, corner 5<sup>th</sup> & 4<sup>th</sup> Market Streets in the City of Louisville in the State of Kentucky, between the hours of eight o'clock A. M. and eight o'clock P. M. & the taking may be adjourned from day to day if necessary.

November 23<sup>rd</sup>, 1892.

John H. Welle.

The State of Ohio,  
Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with November 23<sup>rd</sup>, 1892.

W. O. Shearer.

Sworn to and subscribed before me, this 9<sup>th</sup> day of January, 1893. (Seal) R. M. Leroy, Clerk.

Entry

6461

Afterward, on the 11<sup>th</sup> day of January, 1893, an entry was made on the Journal by the Clerk of Court, to wit:

John H. Welle

vs

Jean Welle

Journal 16, Page 283.

This day came the plaintiff by his attorney and thereupon this cause came on to be heard upon the petition and the 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 as required by law.

The Court further finds that at the time of filing his petition the plaintiff was a bona fide resident of said County of Union and that he had been a resident of the State of Ohio for more than one year next before filing said petition; and that the parties were married as in the petition set forth.

The Court further finds from the evidence that the defendant has been guilty of gross neglect of duty and adultery as charged in the petition and that by reason thereof the plaintiff is entitled to the relief demanded in his petition.

It is therefore considered, ordered, and decreed by the Court that the marriage relation heretofore existing between the said parties be and the same is hereby set aside and wholly annulled and both parties released from the obligations of the same.

It is further ordered that the plaintiff pay the costs of this proceeding.

Attest  
R M Lenny  
Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union in the 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 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 7<sup>th</sup> day of December, 1892, Michael Body et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George M. Gamble, to wit:

Petition

6468

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Petition

6468

Michael Body  
John Gibson, Plaintiff  
vs.  
George M. Gamble, Defendant

Court of Common Pleas,  
Union County, Ohio.

The plaintiff says: That this cause of action is founded upon an instrument for the unconditional payment of money only, of which the following is a copy, to-wit:

\$ 150<sup>00</sup> Marysville, Ohio, July 18<sup>th</sup>, 1892.  
Sixty days after date, for value received, we or either of us promise to pay to the Union Banking Company or order, at the Banking House of said Company, at Marysville, Ohio. One hundred and fifty dollars with interest at 8 per cent. after maturity.

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 confers 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, petition in error, and the right of appeal from the judgment rendered.

Witness our hands and seals this -- day of -- A. D. 1892.  
George M. Gamble  
Michael Body  
John Gibson.

That no payment has been made on said note by the said defendant, George M. Gamble. That the plaintiff nor did either of them received any portion of said one hundred and fifty dollars for which said note is given, and neither of them had any interest whatever in the consideration of said note but plaintiffs were merely sureties for the said George M. Gamble on said note.

That after said note became due, to-wit; about the 30<sup>th</sup> day of November 1892, the defendant having failed to pay any portion of said note, the plaintiffs were compelled to pay, and did pay the full amount due upon said note in order to avoid the expense of being sued thereon.

That on such payment by plaintiffs to said Union Banking Company, said Banking Company endorsed sold and transferred said note to the plaintiffs in the words and figures following, to-wit;

Marysville, Ohio, November 30<sup>th</sup>, 1892.  
For value received we assign the within note to Michael Body and John Gibson without recourse on us, the same being paid in full by them.  
Union Banking Co.  
C. S. David, Cas.

The plaintiffs therefore say, that they are the owners and legal holders of said promissory note as assigned against said George M. Gamble. That they paid for said note in equal parts, and there is now due to plaintiffs from said defendant on said promissory note the sum of One hundred and fifty dollars, with interest at eight per cent. from the 18<sup>th</sup> day of September 1892 for which amount, with said interest the plaintiffs ask judgment against the defendant, and they ask all other and further relief which in justice and equity they may be entitled to.

Porter & Porter

Attorneys for Plaintiffs

E. W. Porter being duly sworn says he is one of the attorneys for the plaintiffs in the above action. That this action is founded upon a written instrument for the payment of money, and such instrument is in possession of said 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 7<sup>th</sup> day of December 1892.

(Seal)

R. M. Leroy, Clerk of Court.

Procipe To the Clerk:

Issue a Summons against the defendant returnable according to law. Endorse Amount claimed \$150<sup>00</sup> with interest at 8 per cent. from September 18<sup>th</sup>, 1892. December 7<sup>th</sup>, 1892. Porter & Porter,

Summons

Attorneys for Plaintiffs.

6468

Afterward, on the 7<sup>th</sup> day of December, 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 George M. Gamble that he has been sued by Michael Body and John Gibson in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of January A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 19<sup>th</sup> day of December A. D. 1892.

Witness my hand and the seal of said Court, this 7<sup>th</sup> day of December A. D. 1892.

(Seal)

R. M. Leroy, Clerk.

Endorsed: In action for money. Amount claimed \$150<sup>00</sup> with interest at 8% from September 18<sup>th</sup>, 1892.

And on the 14<sup>th</sup> 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:

Sheriff's Return

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Entry

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Sheriffs Return

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Copy	20
Total	1 62

The State of Ohio,  
Union County

Sheriffs Return

Received this writ December 7<sup>th</sup>, 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 George M. Gamble defendant on the 14<sup>th</sup> day of December, 1892. Thomas Martin, Sheriff.

Entry

6468

Afterward, on the 11<sup>th</sup> day of January, 1893, an entry was made on the Journal by the Clerk of said Court, to wit: Michael Cody<sup>244</sup>  
John Gibson  
Journal 16, Page 282.

vs.

George M. Gamble

This day came the plaintiffs by their attorneys and the defendant being in default for answer or demurrer 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 fifty-three <sup>74</sup>/<sub>100</sub> dollars (\$153 <sup>74</sup>/<sub>100</sub>) as the plaintiffs claim in their petition, being the amount of said note with interest added up to January 12<sup>th</sup>, 1893.

It is therefore considered and adjudged that the plaintiffs recover of defendant said sum of \$153. <sup>74</sup>/<sub>100</sub> and interest from the 12<sup>th</sup> day of January 1893, and that the defendant pay the costs herein taxed at \$--.

Attest  
M. W. Werry  
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 9<sup>th</sup> day of January, in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 9<sup>th</sup> day of December, 1892, Robert W. Thompson et al. Admsrs. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W. S. Rogers, to wit:

Petition

6469

Robert W. Thompson<sup>244</sup>  
Nelson P. Thompson,  
Administrators of  
James Thompson, Deceased,  
vs. Plaintiff.  
W. S. Rogers, Defendant.

Court of Common Pleas,  
Union County, Ohio.

The said plaintiff says they are the Administrators

of the estate of James Thompson, deceased, duly appointed and qualified by the Probate Court of Union County, Ohio, and that there is due them as said Administrators from the said W. S. Rogers on the note of said defendant to said James Thompson deceased (a copy of which is marked "A") the sum of one hundred and thirty <sup>24</sup>/<sub>100</sub> dollars with the interest thereon at six per cent. interest from March 25<sup>th</sup> 1890. The plaintiff therefore ask judgment against the defendant W. S. Rogers for the sum of One hundred and thirty <sup>24</sup>/<sub>100</sub> dollars with six per cent. interest from March 25<sup>th</sup> 1890, and for all further relief the equity of the case may require.

Robinson & Woodburn  
Attorneys for Plaintiff

Broadway, Ohio, March 25<sup>th</sup> 1890.

One year after date I promise to pay to the order of R. W. & N. P. Thompson, Administrators of Estate James Thompson One hundred <sup>24</sup>/<sub>100</sub> dollars with six per cent. interest  
The State of Ohio, | W. S. Rogers.  
Union County ss:

R. L. Woodburn being duly sworn deposes and says he is one of the attorneys of the plaintiff in the foregoing cause and the said action is for money only on written promissory note in affiant's possession for collection, and that he believes the allegations in the foregoing petition are true, and said note is correctly copied.

R. L. Woodburn.

Sworn to before me and signed in my presence this 9<sup>th</sup> day of December. (Seal) R. McLeroy, Clerk of Court.

Afterward, on the 9<sup>th</sup> day of December, 1892, a Summons was issued by the Clerk of said Court, indorsed, to wit:

The State of Ohio, | To the Sheriff of Union County:  
Union County | You are hereby commanded to notify W. S. Rogers that he has been sued by Robert W. Thompson and Nelson P. Thompson, Administrators of the estate of James Thompson deceased in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of January A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 19<sup>th</sup> day of December A. D. 1892.

Witness my hand and the Seal of said Court, this 9<sup>th</sup> day of December A. D. 1892.

(Seal) R. McLeroy, Clerk.

Indorsed: "In action for Judgment on notes. Amount claimed \$130<sup>00</sup> with interest from March 25<sup>th</sup>, 1890."

Copy of note "A"

Summons

6469

Sheriff's Return

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Sheriff's Return

And on the 16<sup>th</sup> day of December, 1892, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows, to wit:

Ser. <sup>y</sup> Return	30
Mileage	1 60
Copy	20
Total	\$ 2 10

The State of Ohio,  
Union County

Sheriff's Return.

Received this writ December 9<sup>th</sup>, A. D. 1892, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to the within named W. S. Rogers on the 15<sup>th</sup> day of December, 1892.

Thomas Martin Sheriff.

Entry

Afterward, on the 9<sup>th</sup> day of January, 1893, an entry was made on the Journal by the Clerk of said Court, to wit:

Robert W. Thompson <sup>and</sup>  
Nelson P. Thompson Admsr  
vs.  
W. S. Rogers.

Journal 16, Page 276.

This day came the Administrators of the estate of James Thompson deceased plaintiff, and the defendant made default whereupon the plaintiff waived the right of trial by jury and submitted this cause to the Court and the Court being fully advised in the premises find the allegations of the petition to be true and that defendant is indebted on said note to the said estate in the sum of One hundred and fifty-three and <sup>37</sup>/<sub>100</sub> cents.

Whereupon it is considered and adjudged by the Court that plaintiff as said Administrator recover of said defendant said sum of \$ 153 <sup>37</sup>/<sub>100</sub> and their costs taxed to 8-

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 January, to wit, on the 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 9<sup>th</sup> day of December 1892, Nelson P. Thompson filed in the Clerks Office of the said Court of Common Pleas the following Petition against W. S. Rogers et al. to wit:

Nelson P. Thompson, Surviving Partner of  
J. & N. P. Thompson, vs. Plaintiff  
W. S. Rogers, Mary L. Rogers, & Luther Turner  
Admsr. of Alpheus Turner, Decd. Defendants.

Court of Common Pleas  
Union County, Ohio.

Petition

6470

The said plaintiff says he is the surviving partner of J. N. P. Thompson, and that there is due him as said surviving partner of J. N. P. Thompson from the said W. S. Rogers Mary L. Rogers and Luther Turner Administrator of Alphens Turner, deceased (a copy of Note which marked "A.") the sum of One hundred and seventy-eight  $\frac{75}{100}$  dollars with interest thereon from August 9<sup>th</sup>, 1892, at eight per cent. and for which sum with interest at eight per cent. from August 9<sup>th</sup>, 1892 ask judgment against said defendants in this first cause of action.

Second: For a Second Cause of Action the said plaintiff Nelson P. Thompson says that he is the surviving partner of J. N. P. Thompson and that there is due him as surviving partner from the said W. S. Rogers, Mary L. Rogers and Luther Turner Administrator of Alphens-deceased (a copy of Note which is marked "B") the sum of one hundred and twenty-eight dollars with interest thereon from August 9<sup>th</sup>, 1892 at eight per cent. and for which sum with interest at eight per cent. from August 9<sup>th</sup> 1892, ask judgment against said defendants on this their second cause of action.

The plaintiff further says that Luther Turner Administrator of Alphens Turner, deceased, (one of the defendants) was duly appointed and qualified by the Probate Court of Union County, Ohio, as said Administrator.

Robinson & Woodburn,

Attorneys for Plaintiff

Copy of Note "A."

\$ 178.  $\frac{75}{100}$  New Dover, Ohio, November 9<sup>th</sup>, 1891.

Nine months after date we promise to pay to the order of N. P. Thompson surviving partner of J. N. P. Thompson One hundred and seventy-eight and  $\frac{75}{100}$  dollars at 8% interest after maturity. Value received.

W. S. Rogers.  
Mary L. Rogers  
Alf. Turner.

Copy of Note B.

\$ 128.  $\frac{00}{100}$  New Dover, Ohio, November 9<sup>th</sup>, 1891.

Nine months after date we promise to pay to the order of N. P. Thompson surviving partner of J. and N. P. Thompson One hundred and twenty-eight dollars at eight per cent. per annum after maturity. Value received.

W. S. Rogers  
Mary L. Rogers.  
Alf. Turner.

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

R. L. Woodburn being duly sworn deposes and says he is one of the attorneys of the plaintiff in the foregoing cause the said action is for money only on the two within promissory notes in affiants possession for collection; and that he believes the allegations in the foregoing petition are true, and said notes are correctly copied.

R. L. Woodburn,

Sworn to before me and signed in my presence this 9<sup>th</sup> day of December, 1892. (Seal) R. M. Leroy, Clerk.

Practise

6470

To Clerk  
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Summons

6470

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Sheriff's Return

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To Clerk:

Issue Summons to the defendants and endorse: "Petition on two notes, one for \$178<sup>75</sup> six per cent. interest from August 9<sup>th</sup> 1892; the above note for \$128<sup>00</sup> with six percent. from August 9<sup>th</sup>, 1892. and judgment asked for on said notes and interest thereon. Robinson vs Woodburn.

Summons

Afterward, on the 9<sup>th</sup> day of December, 1892, a Summons was issued by the Clerk of the said Court, indorsed, to wit:

6470

The State of Ohio,  
Union County

To the Sheriff of Union County.

You are hereby commanded to notify W. S. Rogers, Mary D. Rogers & Luther Turner Administrator of Alpheus Turner deceased that they have been sued by N. P. Thompson Surviving Partner of J. N. P. Thompson in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of January A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 19<sup>th</sup> day of December, 1892.

Witness my hand and the seal of said Court, this  
(Seal) 9<sup>th</sup> day of December A. D. 1892.

R. Wileroy, Clerk.

Endorsed: In action for Judgment on two notes, one for \$178<sup>75</sup> with six per cent. interest from August 9<sup>th</sup>, 1892; and one for \$128<sup>00</sup> with 6% interest from August 9<sup>th</sup>, 1892.

Sheriff's Return

And on the 16<sup>th</sup> 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:

Sur. & Return	30
Ad. Dfts.	30
Mileage	2 40
Copy	60
Total	360

The State of Ohio,  
Union County

Sheriff's Return.

Received this writ December 9<sup>th</sup>, 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 15<sup>th</sup> day of December 1892.

Thomas Martin, Sheriff.

Afterward, on the 9<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk, to wit:  
Nelson P. Thompson, Surviving Partner of J. N. P. Thompson  
vs.  
W. S. Rogers, et al.

Journal 16, Page 276.

This day came J. W. Robinson & suggested the death of the plaintiff Nelson P. Thompson and that said J. W. Robinson has been duly appointed and qualified as the Executor of his Will and asked to be substituted as plaintiff and the said defendants all made default.

Whereupon said plaintiff being ordered by the

Court to prosecute this action as the Executor of the Will of said Nelson P. Thompson, waived the right of trial by jury and submitted this cause to the Court.

Whereupon the Court being fully advised in the premises find for said plaintiff and that there is due to said plaintiff as said executor upon said two notes in the petition described as alleged in said petition the sum of three hundred and sixteen dollars and ninety six cents or 8 per cent interest.

Therefore it is considered and adjudged by the Court that said executor, plaintiff, recover of the said defendants the said sum of three hundred and sixteen dollars and ninety-six cents and his costs taxed to \$-- and the judgment to draw 8 per cent. interest.

And the Court further find that Alpheus Turner deceased was surety only for said W. S. Rogers and Mary E. Rogers, said W. S. & Mary E. Rogers being the principals, and said Alpheus being surety only for them.

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 January, to-wit, on the 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 10<sup>th</sup> day of December, 1892, William H. Willis filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Samuel Willis et al to-wit:

William H. Willis, Plaintiff  
 vs.  
 Samuel Willis, Cynthia J. Allen,  
 Andrew J. Allen, Joseph Willis  
 Raymoth H. Willis, Sarah E. Robbins,  
 Joseph Robbins, Richard B. Willis  
 Armantha H. Rowe, Barbara B. Willis  
 Defendants

Court of Common Pleas  
 Union County, Ohio

Petition

6474

William H. Willis, the said plaintiff, by way of petition for partition respectfully represents to the Court and says that on or about the 21<sup>st</sup> day of August 1888, Henry Willis of Union County and State of Ohio, died intestate, seized of an estate in fee simple in the following lands and tenements situate in Taylor Township, Union County, Ohio, and part of Survey N<sup>o</sup> 829, to-wit: Beginning at a burr-oak,

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sugar and beech north-west corner to David Lockwood's land; and in the southerly line of George W. Freeman's land; thence with said line N. 81° - W. 31<sup>1</sup>/<sub>2</sub>° poles to a stone corner to a lot of land conveyed by Samuel Straley to Barbara B. Willis on the 6<sup>th</sup> day of January, 1869; thence with the east line of said lot S. 7° - W. 20<sup>1</sup>/<sub>2</sub>° poles to a stake in the northerly line of the A. & N. W. Railroad; thence with said line N. 43° - E. 63<sup>1</sup>/<sub>2</sub>° poles to a stake in the west line of said David Lockwood's land; thence with said line N. 7<sup>1</sup>/<sub>2</sub>° - E. 150 poles to the beginning containing thirty-seven acres more or less.

Also the following described tract of land situated in Taylor Township, Union County, Ohio, and part of Survey N<sup>o</sup>. 829. Beginning at a stake in the east line of land owned by Ernest Freeman (formerly owned by the heirs of Thomas E. Lockwood) thence with the east line of said Ernest Freeman's land to the center of the Bellefontaine & Delaware road; thence with the center of said road N. 72° - E. to the west line of the town plat of -- Union Centre Ohio; thence with the west line of said town plat N. 16<sup>1</sup>/<sub>2</sub>° - W. running parallel with the west line to the south line of land now owned by Elizabeth Jenkins; thence S. 72° - W. to the place of beginning containing thirty-seven acres.

The said premises descended to the following persons the children and grand-child of said Henry Willis deceased and is now owned by them in the following proportions as coparceners or tenants in common, to wit: your petitioner a son of the said Henry Willis deceased an undivided one-eighth part of said premises in fee. And to said Samuel Willis, who resides in Clinton County, Ohio, a son one-eighth; and to said Cynthia J. Allen who resides in Madison County, Ohio, a daughter, one-eighth; to the said Joseph Willis a son; to the said Raymoth H. Willis a son; to the said Sarah E. Robbins, a daughter; and to the said Richard B. Willis, a son, all of whom reside in Union County Ohio, each one-eighth part; and to Armantha G. Rowe aged seventeen years, who resides with her father J. M. Rowe in Hancock County, Ohio, and whose legal guardian by appointment of the Probate Court of Union County is the said Richard B. Willis one equal undivided eighth part in fee each.

Your petitioner further represents that said Barbara B. Willis is the widow of said Henry Willis, deceased, and who resides in said Union County, Ohio, and is an imbecile person, and that George Moore of said County is her legally appointed guardian by the Probate Court of Union County Ohio. Your petitioner therefore asks that said Samuel Willis, Cynthia J. Allen and Andrew J. Allen, her husband Joseph Willis, Raymoth H. Willis, Sarah E. Robbins and Joseph

Robbins her husband, Richard B Willis and Armantha L. Rowe may be made defendants herein and your said petitioners desiring to hold his said interest in severally prongs that partition of said premises may be made and that the dower of said Barbara Willis may be assigned in said premises, or if it shall appear that partition cannot without manifest injury be made then that the same may be sold or other order taken pursuant to the Statute in such case made and provided.

Cole & Bales, Attorneys for Plaintiff.

State of Ohio,  
Union County ss:

William H. Willis being first duly sworn according to law says he is the plaintiff in the above action and that the facts stated and allegations contained in his foregoing petition are true.

W. H. Willis.

Sworn to and subscribed before me this 10<sup>th</sup> day of December 1892. John M. Brodrick, Notary Public, Union County, O.

(Seal)

6474  
Traicpe To the Clerk:

Issue Summons in the above entitled case to the Sheriff of Union County, Ohio for Joseph Willis, Raymond H. Willis, Sarah E. Robbins, Joseph Robbins, Richard B. Willis, Barbara B. Willis, an imbecile and George Moore her guardian returnable according to law.  
December 10<sup>th</sup>, 1892. Cole & Bales, Attys.

Summons

6474  
Afterward, on the 10<sup>th</sup> day of December, 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 Joseph Willis, Raymond H. Willis, Sarah E. Robbins, Richard B. Willis, Barbara B. Willis, an imbecile, and George Moore her guardian, that they have been sued by William H. Willis in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of January, A. D. 1893 or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this Summons on the 19<sup>th</sup> day of December A. D. 1892.

Witness my hand and the Seal of said Court, this 10<sup>th</sup> day of December A. D. 1892.

R. M. Leroy, Clerk.

Indorsed: "In action for Partition."

And on the 16<sup>th</sup> 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:

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Ser. Return	38
Ad. Dfts.	75
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Total	5 43

The State of Ohio,  
Union County.

Sheriff's Return.

Received this writ December 10<sup>th</sup>, A. D. 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 15<sup>th</sup> day of December 1892.

Thomas Martin, Sheriff.

Receipt To the Clerk:

Issue Summons in the above entitled case to Sheriff of Clinton County, Ohio for Samuel Willis, P. O. Sabina. To the Sheriff of Madison County Ohio for Cynthia J. Allen and Andrew J. Allen; To Sheriff of Hancock County, Ohio, for Samantha S. Rowe.

Wm. Bales, Esq.

Attorney for Plaintiff.

December 16<sup>th</sup>, 1892.

Summons

Afterward, on the 16<sup>th</sup> day of December, 1892, a Summons was issued by the Clerk of said Court to wit:

6474

The State of Ohio,  
Union County.

To the Sheriff of Clinton County:

You are hereby commanded to notify Samuel Willis (impleaded with others) that he has been sued by William H. Willis in the Court of Common Pleas of Union County and must answer by the 14<sup>th</sup> day of January A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 26<sup>th</sup> day of December A. D. 1892.

Witness my hand and the Seal of said Court, this 16<sup>th</sup> day of December A. D. 1892.

R. Mileroy, Clerk.

Sheriff's Return

And on the 23<sup>rd</sup> 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:

Ser. Return	25
Entry F. D.	10
Record	50
Milage	2 24 10
Copy	25
Total	3 54

The State of Ohio,  
Clinton County.

Sheriff's Return

Received this writ December 19<sup>th</sup>, A. D. 1892 at 10 o'clock A. M. and served same by leaving at the usual place of residence of the within named Samuel Willis a true copy of this writ with all the indorsements thereon this 21<sup>st</sup> day of December A. D. 1892.

J. C. Smith, Act. Sheriff  
By C. H. Hunt, Deputy.

Summons

Afterward, on the 16<sup>th</sup> day of December, A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

6474

The State of Ohio,  
Union County.

To the Sheriff of Madison County:

You are hereby commanded to notify Cynthia J. Allen and Andrew J. Allen (impleaded with others) that they have been sued by William H. Willis in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day

of January A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 26<sup>th</sup> day of December, A. D. 1892.

Witness my hand and the seal of said Court, this 16<sup>th</sup> day of December A. D. 1892.

(Seal.) R. M. Leroy, Clerk.

Endorsed: "In action for Partition."

Sheriff's Return

And on the 26<sup>th</sup> 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:

6474	Ser. Return	\$ 70
	Mileage	2 88
	Copy	50
	Total	\$ 4 08

The State of Ohio, Madison County. Sheriff's Return. Received this writ December 17<sup>th</sup>, A. D. 1892 at 2 o'clock P. M. The within named defendants

Cynthia J. Allen and Andrew J. Allen not found in my County. Benj. Emery, Sheriff.

Summons

6477 Afterward, on the 16<sup>th</sup> day of December, 1892, a Summons was issued by the clerk of said Court, to wit:

The State of Ohio, Hancock County. To the Sheriff of Hancock County:

You are hereby commanded to notify Armantha G. Rowe (impleaded with others) that she has been sued by William H. Nellis in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day of January A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 26<sup>th</sup> day of December A. D. 1892.

Witness my hand and the seal of said Court, this 16<sup>th</sup> day of December A. D. 1892.

(Seal.) R. M. Leroy, Clerk.

Endorsed: "In action for Partition."

Sheriff's Return

And on the 26<sup>th</sup> 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:

6477	Ser. Return	68
	Mileage	2 40
	Copy	25
	Docket	15
	Total	\$ 3 48

The State of Ohio, Hancock County. Sheriff's Return. Received this writ December 16<sup>th</sup>, 1892, A. D. 1892 and served same by delivering to the within named Armantha G. Rowe personally a certified copy thereof with all the endorsements thereon.

Jas. T. Barboon, Sheriff  
By J. K. Morford, Deputy.

Summons

6477 Afterward, on the 29<sup>th</sup> day of December, 1892, a Summons was issued by the clerk of said Court, to wit.

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The State of Ohio,  
Union County

To the Sheriff of Fayette County:

You are hereby commanded to notify Cynthia J. Allen and Andrew J. Allen (impleaded with others) that they have been sued by William H. Willis in the Court of Common Pleas of Union County, and must answer by the 28<sup>th</sup> day of January A. D. 1893, 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 9<sup>th</sup> day of January A. D. 1893.

Witness my hand and the seal of said Court, this (Seal) 29<sup>th</sup> day of December A. D. 1892.

Indorsed: R. M. Leroy, Clerk.

"In action for Partition."

Sheriff's Return

And on the 4<sup>th</sup> day of January, 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Ser. Return	73
Doc. Post.	26
Index	10
Mileage	3 52
Copies	48
T. Stab	5 11

The State of Ohio,  
Fayette County

Sheriff's Return.

Received this writ December 30<sup>th</sup> A. D. 1892 at 11 o'clock A. M. Personally served Cynthia J. Allen and Andrew J. Allen the within named defendants by delivering to each of them a true and certified copy of this writ with the indorsements thereon January 5<sup>th</sup>, 1893. Writ returned January 2<sup>nd</sup>, 1893.  
S. W. Patton, Sheriff of Fayette Co. O.  
By Milo Rockwell, Deputy.

Answer of Barbara B. Willis

Afterward on the 18<sup>th</sup> day of January, 1893, an Answer was filed with the Clerk of said Court, to wit:  
William H. Willis

vs.  
Samuel Willis et al

Court of Common Pleas,  
Union County, Ohio.

Now comes Barbara B. Willis by her guardian George W. Moore who for answer to said petition says that said Barbara B. Willis is the widow of said decedent as such is entitled to dower in the real estate in said petition described and that she and her said guardian believe the land will not bear partition among said heirs and it will have to be sold and will sell better unincumbered of her dower and therefore asks that instead of having her dower assigned to her land it would be better for all concerned for said widow to take the value of her dower in money and she therefore prays that her interest of dower be paid her in money and in order to enable the Court to estimate its value represents to the Court that she was born the 5<sup>th</sup> day of July, 1815 and is now 77 years of age.  
Robinson & Woodburn  
Attorneys for said widow & Guardian.

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The State of Ohio,  
Union County ss:

George W. Moore being duly sworn deposes and says the allegations of the foregoing answer are as he believes true.  
G. W. Moore

Sworn to before me and signed in my presence this 18<sup>th</sup> day of January, 1893.

(Seal) R. M. Erory, Clerk of Court.

Entry

Afterward, on the 7<sup>th</sup> day of February, 1893, an Entry was made on the Journal by the Clerk of said Court.

6474

William H. Willis

vs.

Journal 16, Page 314.

Samuel Willis et al

It appearing to the Court that Armantha G. Rowe minor defendant has been duly served with Summons, and that said Armantha G. Rowe is of the age of fourteen years and has not applied for the appointment of a guardian ad litem, although more than twenty days have elapsed since the return of said Summons served upon her. On the application of the plaintiff it is ordered that W. W. Merchant be appointed guardian ad litem for said minor defendant and thereupon said W. W. Merchant accepts said appointment.

Answer

of  
Guard  
Ad Litem

Afterward, on the 7<sup>th</sup> day of February, 1893, an Answer was filed with the Clerk of said Court, to wit:  
William H. Willis Plaintiff

6474

Samuel Willis et al Defendants

Court of Common Pleas  
Union County, Ohio.

Armantha G. Rowe, minor defendant, by W. W. Merchant 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 is proper.

W. W. Merchant

Guardian Ad Litem.

Entry

Afterward, on the 7<sup>th</sup> day of February, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:  
William H. Willis

6474

vs.  
Samuel Willis, Cynthia J. Allen, Andrew J. Allen, Joseph Willis, Raymond H. Willis, Sarah E. Robbins, Richard B. Willis, Armantha G. Rowe, Barbara B. Willis  
George Moore her Guardian

Journal 16, Page 314.

And now this cause coming on to be heard on the petition, the answer of Barbara B. Willis, an imbecile by George

Writ of Partition  
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more her Guardian, and the answer of Armantha G. Rowe, minor defendant by W. W. Merchant her 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 petition and that with the exception of those above named they are in default for answer thereto.

Thereupon the Court find that the plaintiff and defendants hereinafter named are tenants in common in the estate described in the petition; that the said Barbara B. Willis is entitled to dower therein and that subject thereto the plaintiff William H. Willis has a legal right to the one-eighth and the defendants Samuel Willis, Cynthia J. Allen, Joseph Willis, Raymond H. Willis, Sarah C. Robbins, Richard B. Willis and Armantha G. Rowe, each a legal right to the one-eighth part thereof; and that the plaintiff is entitled to have partition made of said premises as prayed in his petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made and that dower therein be assigned to the said Barbara B. Willis and Frank Welch, Lory C. Ford and J. J. Watts three judicious and disinterested free-holders of the vicinity are hereby appointed Commissioners to make and set off the same.

But it is ordered upon the answer of the said Barbara B. Willis by George More her Guardian, that if in the opinion of said Commissioners said estate cannot be divided without manifest 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 issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are hereinbefore severally found entitled, and also to be set off and assigned the dower of the said Barbara B. Willis if said estate can be divided in manner as above. And of his proceedings herein the said Sheriff is ordered to make due return.

Afterward, on the 7<sup>th</sup> day of February, 1893, a Writ of Partition and Dower was issued by the Clerk of said Court.

The State of Ohio,  
Union County ss: To the Sheriff of said County, Greeting  
We command you without delay, by the oaths of Frank Welch, Lory C. Ford and J. J. Watts you cause to be set off and assigned to Barbara B. Willis widow of Henry Willis late of said County, deceased, one full equal third part of the Real Estate hereinafter described; and that in

Writ of Partition and Dower

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like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in Taylor Township, Union County, Ohio, and part of Survey N<sup>o</sup>: 129. Beginning at a bur oak, sugar and beech north-west corner to David Lockwood's land and in the southern line of George W. Freeman's land: thence with said line N. 21° N. 3' poles to a stone corner to a lot of land conveyed by Samuel Straley to Barbara B. Willis on the 6<sup>th</sup> day of January 1869: thence with the east line of said lot S. 7° N. 202' poles to a stake in the northerly line of the A. & N. Railroad: thence with said line N. 43° E. 63 poles to a stake in the west line of said David Lockwood's land: thence with said line N. 7 1/4° - 150 poles to the beginning containing thirty-seven acres.

Also the following described tract of land situate in Taylor Township, Union County, Ohio, and part of Survey N<sup>o</sup>: 129. Beginning at a stake in the east line of land owned by Ernest Freeman (formerly owned by the heirs of Thomas E. Lockwood) thence with the east line of Ernest Freeman's land to the center of the Bellefontaine & Delaware road: thence with the center of said road N. 72° E. to the west line of the town plat of Union Centre, Ohio: thence with the west line of said town plat N. 16 1/2° - N. running parallel with the west line to the south line of land now owned by Elizabeth Jenkins: thence S. 72° N. to the place of beginning containing thirty-seven acres.

Subject to said Dower estate, among the persons named herein, and in the following proportions: To William H. Willis one-eighth (1/8) part; to Samuel Willis one-eighth (1/8) part; to Cynthia J. Allen one-eighth part (1/8) to Joseph Willis one-eighth (1/8) part; to Raymoth H. Willis one-eighth (1/8) part; to Sarah E. Robbins one-eighth (1/8) part; to Rachel B. Willis one-eighth (1/8) part; to Armartha H. Rowe one-eighth (1/8) part.

And if, in the opinion of the said Commissioners said premises cannot be divided by miles and bounds without manifest injury to the value thereof, you cause them to appraise the same free from the dower of the said Barbara B. Willis in pursuance of an order lately made in our Court of Common Pleas, within and for the said County of Union in a certain Petition for Partition & Dower wherein the said William H. Willis is plaintiff and Samuel Willis, Cynthia J. Allen, Andrew J. Allen, Joseph Willis, Raymoth H. Willis, Sarah E. Robbins, Rachel B. Willis, Armartha H. Rowe and Barbara B. Willis & George Moore, Guardian, 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 7<sup>th</sup> day of  
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Common Report.  
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This 7<sup>th</sup> day of February A. D. 1893. (Seal) R. M. Leroy, Clerk.  
 And on the 7<sup>th</sup> day of February, 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service Return	25
Mileage	1 20
Exp. Writ	1 00
Swear. Com.	1 20
Total	3 75
Apprais. fees	3 00

As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oaths of J. J. Watts, D. B. Ford & Frank Welch, causing Dower to be assigned and the said Commissioners being of the opinion that the said premises can not 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 7<sup>th</sup> day of February A. D. 1893  
 Wm. G. Shodgrass, Sheriff.

Common Report.

William H. Willis  
 Or.  
 Samuel Willis et al

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

According to the command of the writ of Partition & Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said lands can not be divided without manifest injury and we do estimate the value of the same free of the said Dower estate of the first tract above described at \$29.<sup>00</sup> per acre and the second tract at \$40.<sup>00</sup> per acre.

Given under our hands this 7<sup>th</sup> day of February A. D. 1893.  
 J. J. Watts  
 D. B. Ford  
 Frank Welch } Commissioners.

Entry 6474

Afterward, on the 7<sup>th</sup> day of February, 1893, an entry was made on the Journal by the Clerk of said Court  
 William H. Willis  
 Or.  
 Samuel Willis et al | Journal 16, Page 315.

On motion to the Court by Cole & Bates Attorneys for the plaintiff, and upon producing the return of the Sheriff, and the report and proceedings of the Commissioners hereinbefore appointed and the same being examined it is ordered by the Court that said proceedings and report be and the same are hereby approved and confirmed and thereupon, neither of the parties electing to take said estate at the valuation thereof as returned by said Commissioners, on motion of the plaintiff it is ordered by the Court that said estate be sold at public auction by the Sheriff of said County of Union according to the statute in such case made and provided free of the dower of said Barbara B. Willis upon the following terms, to wit:

one-third cash on the day of sale, and one-third in one year and one-third in two years thereafter with interest from the day of sale, such said deferred payments to be evidenced by the promissory notes of the purchasers payable to the parties respectively entitled and secured by mortgage on the premises.

Order of  
Sales in  
Partition

Afterward, on the 7<sup>th</sup> day of February, 1893, an Order of Sales in Partition was issued by the Clerk of said Court, 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 January term A.D. 1893, in a certain Petition for Partition now pending in said Court, wherein W<sup>m</sup> H. Willis plaintiff and Samuel Willis et al. defendants, we command you that without delay, you proceed to sell at public auction free from the dower estate of Barbara B. Willis the lands and tenements in said petition described, to wit: the following lands and tenements situate in Taylor Township Union County, Ohio, and part of July N<sup>o</sup> 829.

Beginning at a bur oak, sugar and beech north-west corner to David Lockwood's land and in the southerly line of George W. Freeman's land; thence with said line N. 81° - W. 31<sup>7/10</sup> poles to a stone corner to a lot of land conveyed by Samuel Straley to Barbara B. Willis on the 6<sup>th</sup> day of January 1869; thence with the east line of said lot S. 71° - W. 20<sup>2/10</sup> poles to a stake in the northerly line of the A. & C. W. Railroad; thence with said line N. 43° - E. 63 poles to a stake in the west line of said David Lockwood's land; thence with said line N. 7<sup>1/2</sup>° - E. 150 poles to the beginning containing 37 acres more or less. Appraised at \$29<sup>75</sup> per acre.

Also the following described tract of land situate in Taylor Township, Union County, Ohio, and part of Survey N<sup>o</sup> 829. Beginning at a stake in the east line of land owned by Ernest Freeman (formerly owned by the heirs of Thomas E. Lockwood) thence with the east line of said Ernest Freeman's land to the center of the Bellefontaine and Delaware road; thence with the center of said road N. 72° - E. to the west line of the plat of Broadway Union County; thence with the west line of said town plat N. 16° - W. running parallel with the west line to the south line of land now owned by Elizabeth Jenkins; thence S. 72° - W. to the place of beginning containing 37 acres Appraised free of the dower estate of Barbara B. Willis; 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

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at Marysville this 7<sup>th</sup> day of February, A. D. 1893.  
(Seal)

R. M. Leroy, Clerk.

By W. M. Winger, Deputy.

Sheriff's Return

And on the 13<sup>th</sup> day of March, 1893, the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

Service	25
Mileage	1 92
Copy to Ptv.	25
Notice to "	25
Roundage	15 28
Return to:	30
Affidavit	25
Feed	1 75
Total	20 45
Printer's fee	22 10

The State of Ohio,  
Union County ss | Sheriff's Return  
I received this Order of Sale on the 7<sup>th</sup> day of February 1893 and in obedience to the command of the same, I did, on the 8<sup>th</sup> day of February 1893, 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 11<sup>th</sup> day of March A. D. 1893 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 11<sup>th</sup> day of March A. D. 1893, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and then and there came W. H. Willis who bid for the 1<sup>st</sup> described tract the sum of \$29.<sup>75</sup> per acre; R. H. Willis who bid for the 2<sup>d</sup> described tract the sum of \$30<sup>00</sup> per acre; and said sums being more than two-thirds of the appraised value thereof, and said W. H. Willis & R. H. Willis being the highest and best bidders therefor, I then and there publicly sold and struck off said lands and tenements to them.

Wm. S. Snodgrass, Sheriff.

Proof of Publication

Afterward, on the 11<sup>th</sup> day of March, 1893, Proof of Publication was filed with the Clerk of said Court.  
William H. Willis | Sheriff's Sale  
As | Sale in Partition.

Samuel Willis et al | Court of Common Pleas, Union County, Ohio

By virtue of the above stated writ to one 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 11<sup>th</sup>, 1893, at or about the hour of 1 o'clock P. M. on said day, the following described real estate, to wit: Situate in the Township of Taylor, County of Union and State of Ohio, and bounded and described as follows: Situated in and being part of Survey No. 829.

Beginning at a bur oak, sugar and beech north-west corner to David Lockwood's land and in the southern line of George W. Freeman's land; thence with said line north 81<sup>o</sup> west 31<sup>o</sup> poles to a stone corner to a lot of land conveyed by Samuel Straley to Barbara B. Willis on the 6<sup>th</sup>

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day of January, 1867; thence with the east line of said lot south 7° west 202 <sup>1</sup>/<sub>2</sub> poles to a stake in the northerly line of the A. & N. Railroad; thence with said line north 43° east 63 poles to a stake in the west line of said David Lockwood's land; thence with said line north 7 <sup>1</sup>/<sub>4</sub> 153 poles to the beginning containing 37 acres.

Also the following described tract of land situate in Taylor Township, Union County, Ohio, and part of Survey N: 129. Beginning at a stake in the east line of land owned by Ernest Freeman (formerly owned by the heirs of Thomas E. Lockwood); thence with the east line of Ernest Freeman's land to the center of the Bellefontaine and Delaware road; thence with the center of said road north 72° east to the west line of the town plat of Union Centre, Ohio; thence with the west line of said town plat north 16 <sup>1</sup>/<sub>2</sub>° west running parallel with the west line to the south line of land now owned by Elizabeth Jenkins; thence south 72° west to the place of beginning containing 37 acres. To be sold free from dower.

First described tract appraised at \$27<sup>00</sup> per acre. Second described tract appraised at \$40<sup>00</sup> per acre.

Terms of Sale. - One-third cash in hand, one-third in one year and one-third in two years from day of sale with interest payable annually. Deferred payments to be secured by mortgage on the premises sold.

Feb. 8<sup>th</sup>, 1893.

The State of Ohio,  
Union County, ss:

Wm. H. Snodgrass, Sheriff of  
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 February 8<sup>th</sup>, 1893.

W. O. Shearer.

Sworn to and subscribed before me, this 11<sup>th</sup> day of March, 1893. (Seal) R. M. Leroy, Clerk.

Afterward, on the 13<sup>th</sup> day of March, 1893, an Entry was made on the Journal by the Clerk of said Court William H. Willis

Entry

6474

Samuel Willis, Cynthia J. Allen, Joseph Willis, Raymond H. Willis, Sarah E. Robbins, Richard B. Willis, Armantha G. Rowe, Barbara Willis

Journal 16, Page 337.

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

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And the said Sheriff is ordered by deed duly executed to convey the first tract of land described in the petition to the purchaser William H. Willis free of the dower of the said Barbara B. Willis and the said Sheriff is further ordered by deed duly executed to convey the second tract of land described in the petition to the purchaser Raymoth H. Willis free of the dower of the said Barbara B. Willis.

And the said Barbara B. Willis by her answer by her guardian G. W. Moore having elected to receive in lieu of her dower in said lands its value in money the court find the just and reasonable value thereof in the first tract described in the petition to be \$88.<sup>27</sup>, and in the second tract described in the petition to be \$90.<sup>27</sup>

It is further ordered that out of the proceeds of said sale of said first tract described in the petition the Sheriff pay  
First: To the Treasurer of Union County, Ohio, sixteen  
95<sup>100</sup> dollars being the taxes and assessments due on said premises.  
Secondly: To the Clerk of this Court the sum of \$83.<sup>75</sup> being one-half the costs of this action, the entire costs including a counsel fee of \$74.<sup>22</sup> to Cole & Bales for their services herein being taxed at \$166.<sup>24</sup>.

Thirdly: To George W. Moore the guardian of said Barbara B. Willis, one note, dated March 13<sup>th</sup>, 1893, due in two years from date payable to the order of said George W. Moore as such guardian for the sum of \$88.<sup>27</sup> with interest at 6% from date and signed by W. H. Willis as and for her full dower in said first tract described in the petition by agreement.

Fourthly: And of the residue of the proceeds of said sale to the plaintiff William H. Willis one eighth of the cash proceeds, to wit: the sum of \$29.<sup>69</sup>, and also one note of \$42.<sup>18</sup> due March 13<sup>th</sup>, 1894 and one note of \$42.<sup>18</sup> due March 13<sup>th</sup>, 1895 both dated March 13<sup>th</sup>, 1893 with interest at 6% from date, and signed by said William H. Willis.

(2) To the said defendant Samuel Willis one eighth of the cash proceeds, to wit: the sum of \$29.<sup>69</sup>, and also two notes dated March 13<sup>th</sup>, 1893, signed by said William H. Willis both 6% interest from date, the first for \$42.<sup>18</sup> due in one year and the second for \$42.<sup>18</sup> due in two years from date.

(3) To the defendant Cynthia J. Allen one eighth of the cash proceeds, to wit: the sum of \$29.<sup>69</sup> and also two notes dated March 13<sup>th</sup>, 1893, signed by said William H. Willis the first for \$42.<sup>18</sup> due in one year and the second for \$42.<sup>18</sup> due in two years from date with interest at 6%.

(4) To the defendant Joseph Willis one eighth of the cash proceeds, to wit: \$29.<sup>69</sup> and also two notes dated March 13<sup>th</sup>, 1893 signed by said William H. Willis the first for \$42.<sup>18</sup> due in one year and the second for \$42.<sup>18</sup> due in two years from date with interest at 6%.

(5) To the defendant Raymoth H. Willis  $\frac{1}{2}$  of the cash proceeds to wit, \$29.<sup>69</sup> and also two notes dated March 13<sup>th</sup>, 1893 signed by said William H. Willis, the first for \$42.<sup>48</sup> due in one year, the second for \$42.<sup>48</sup> due in 2 years from date with interest at 6%.

(6) To the defendant Sarah E. Robbins  $\frac{1}{2}$  of the cash proceeds, to wit \$29.<sup>69</sup> and also 2 notes dated March 13<sup>th</sup>, 1893 signed by said William H. Willis, the first for \$42.<sup>48</sup> due in one year, and the second for \$42.<sup>48</sup> due in 2 years from date with 6% interest.

(7) To the defendant Richard B. Willis  $\frac{1}{2}$  of the cash proceeds to wit, \$29.<sup>69</sup> and also two notes dated March 13<sup>th</sup>, 1893 signed by said William H. Willis the first for \$42.<sup>48</sup> due in one year and the second for \$42.<sup>48</sup> due in two years from date with interest at 6%.

(8) To the defendant Richard B. Willis as legal guardian of the defendant Armantha K. Rowe  $\frac{1}{2}$  of the cash proceeds to wit \$29.<sup>69</sup> and also two notes dated March 13<sup>th</sup>, 1893 signed by said William H. Willis, the first for \$42.<sup>48</sup> due in one year, and the second for \$42.<sup>48</sup> due in two years from date with interest at 6% and payable to said Richard B. Willis as such guardian.

It is further ordered that out of the proceeds of said sale of said second tract described in the petition the Sheriff pay

First: To the Treasurer of Union County, Ohio, \$5.<sup>75</sup> being the taxes due on said premises.

Secondly: To the Clerk of this Court the sum of \$83.<sup>02</sup> being one half the costs of this action, the entire costs including a counsel fee of \$74.<sup>22</sup> to Cole & Bales for their services herein being taxed at \$16.6.<sup>22</sup>.

Thirdly: To George N. Moore, the guardian of said Barbara B. Willis one note dated March 13<sup>th</sup>, 1893 due in two years from date payable to said George N. Moore as such guardian for the sum of \$90.<sup>27</sup> with interest at 6% and due in two years from date and signed by said Raymoth H. Willis as and for her full dower in said second tract described in the petition by agreement.

Fourthly: And of the residue of the proceeds of said sale to the plaintiff William H. Willis  $\frac{1}{2}$  of the cash proceeds, to wit, \$31.<sup>40</sup> and also two notes dated March 13<sup>th</sup>, 1893 signed by Raymoth H. Willis, the first for \$42.<sup>49</sup> due in one year and the second for \$42.<sup>49</sup> due in two years from date with interest at 6%.

(2) To the defendant Samuel Willis  $\frac{1}{2}$  of the cash proceeds to wit; \$31.<sup>40</sup> and also two notes dated March 13<sup>th</sup>, 1893 signed by said Raymoth H. Willis the first \$42.<sup>49</sup> due in one year and the second \$42.<sup>49</sup> in two years from date with interest at 6%.

(3) To the proceeds, to wit \$29.<sup>69</sup>, 1893, due in date in

(4) To the proceeds, to wit, \$29.<sup>69</sup>, 1893, due in one year from date

(5) To the proceeds, to wit, \$29.<sup>69</sup>, signed in one year from date

(6) To the proceeds, to wit, \$29.<sup>69</sup>, 1893, \$42.<sup>48</sup> due in two years

(7) To the proceeds, to wit, \$29.<sup>69</sup>, signed in two years

(8) To the proceeds, to wit, \$29.<sup>69</sup>, March and paid the first \$42.<sup>48</sup> due

to whom  
Attest  
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(3) To the defendant Cynthia J. Allen  $\frac{1}{8}$  of the cash proceeds, to wit, the sum of \$31.<sup>40</sup> and also two notes dated March 13<sup>th</sup>, 1893 signed by said Raymoth H. Willis the first \$42.<sup>47</sup> due in one year and the second \$42.<sup>47</sup> in two years from date with 6% interest.

(4) To the defendant Joseph Willis  $\frac{1}{8}$  of the cash proceeds to wit, the sum of \$31.<sup>40</sup> and also two notes dated March 13<sup>th</sup>, 1893, signed by Raymoth H. Willis the first for \$42.<sup>47</sup> due in one year and the second for \$42.<sup>47</sup> due in two years from date with interest at 6%.

(5) To the defendant Raymoth H. Willis  $\frac{1}{8}$  of the cash proceeds, to wit \$31.<sup>40</sup> and also two notes dated March 13<sup>th</sup>, 1893 signed by said Raymoth H. Willis, the first for \$42.<sup>47</sup> due in one year and the second for \$42.<sup>47</sup> due in two years from date with interest at 6%.

(6) To the defendant Sarah E. Robbins  $\frac{1}{8}$  of the cash proceeds, to wit \$31.<sup>40</sup> and also two notes dated March 13<sup>th</sup>, 1893, signed by said Raymoth H. Willis the first for \$42.<sup>47</sup> due in one year and the second for \$42.<sup>47</sup> due in two years from date with interest at 6%.

(7) To the defendant Richard B. Willis  $\frac{1}{8}$  of the cash proceeds, to wit \$31.<sup>40</sup> and also two notes dated March 13<sup>th</sup>, 1893 signed by said Raymoth H. Willis the first for \$42.<sup>47</sup> due in one year and the second for \$42.<sup>47</sup> due in two years from date with interest at 6%.

(8) To the defendant Richard B. Willis as guardian of the defendant Armantha G. Rowe  $\frac{1}{8}$  of the cash proceeds, to wit, the sum of \$31.<sup>40</sup> and also two notes dated March 13<sup>th</sup>, 1893 and signed by said Raymoth H. Willis and payable to said Richard B. Willis as such guardian the first for \$42.<sup>47</sup> due in one year and the second for \$42.<sup>47</sup> due in two years from date with interest at 6%.

All of said notes to be made payable to the parties to whom they are delivered above named.

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 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 16<sup>th</sup> day of December, 1892, J. F. Sadler & Co. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Richard H. Body et al.

Petition

J. F. Sadler & Co. Plaintiff

vs.

In the Court of Common Pleas Union County, Ohio.

Richard H. Body and N. O. Thompson Defendants.

6477

The plaintiff says: That it is a partnership firm doing business at the city of Cincinnati in the State of Ohio, and its firm name is J. F. Sadler & Company.

On the 21<sup>st</sup> day of July, 1891, the defendants Richard H. Body and N. O. Thompson executed and delivered to J. F. Sadler & Company of Buffalo N. Y. their promissory note of that date of which the following is a true copy.

Copy of note.

On demand after date I promise to pay to the order of J. F. Sadler & Co., Buffalo N. Y. One thousand dollars, Value received. Richard H. Body " N. O. Thompson "

Afterwards the said J. F. Sadler & Co. of Buffalo sold and delivered said note to the plaintiff and made the following indorsement in writing thereon to-wit: "Pay to the order of J. F. Sadler & Co. J. F. Sadler & Co., Buffalo."

The plaintiff is the legal owner and holder of said note and there is now due it thereon from the said defendants the sum of One thousand dollars with interest thereon from the 21<sup>st</sup> day of July, 1891. Payment of which has been demanded and refused.

Wherefore the plaintiff prays judgment thereon from the said defendants for said sum of One thousand dollars with interest from the 21<sup>st</sup> day of July, 1891 and for all proper relief.

The State of Ohio, Union County ss:

J. L. Cameron, Attorney for Plaintiff.

J. L. Cameron being first duly sworn says, that he is the Attorney for the plaintiff duly authorized in the premises, that the said plaintiff is not a resident of said County, and that the above action is founded on a written instrument for the unconditional payment of money only which writing is now in the possession of the affiant, and

affiant true.

16<sup>th</sup> day

The waived 17<sup>th</sup> day.

Summons

6477 was issued The State of Union

that he Court of by the 17<sup>th</sup> said p<sup>r</sup>dered at

26<sup>th</sup> day

(Seal)

Endorsed with 6%

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Answer

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affiant believes the facts stated in the foregoing petition to be true.

J. L. Cameron.

Sworn to before me and signed in my presence this 16<sup>th</sup> day of December 1892. (Seal) R. M. Crony, Clerk of Court.

The issuing service of Summons upon N. P. Thompson is waived and his appearance entered and Answer filed this 17<sup>th</sup> day of December 1892.

Robinson and Woodburn, Attorneys for N. P. Thompson.

Summons

6477

Afterward, on the 17<sup>th</sup> day of December, 1892, 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 Richard Body that he has been sued by J. F. Sadler & Company in the Court of Common Pleas of Union County, and must answer by the 14<sup>th</sup> day of January A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 26<sup>th</sup> day of December A. D. 1892.

Witness my hand and the seal of said Court this 17<sup>th</sup> day of December A. D. 1892. (Seal) R. M. Crony, Clerk.

Endorsed: "In action for money. Amount claimed \$1000 with 6% interest from July 2<sup>d</sup>, 1891."

And on the 24<sup>th</sup> 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:

Ser. & Returns	30
Milage	16
Copy	20
Total	\$ 66

The State of Ohio,  
Union County

Sheriff's Return.

Received this writ December 17<sup>th</sup>, A. D. 1892 at 10 o'clock A. M. and served same by leaving a true copy thereof with the endorsements thereon at the usual place of residence of the within named Richard Body on the 24<sup>th</sup> day of December, 1892.

Thomas Martin, Sheriff.

Answer

6477

Afterward, on the 17<sup>th</sup> day of December, 1892, an Answer was filed with the Clerk of said Court, to wit:

J. F. Sadler & Co.  
vs.

Court of Common Pleas,  
Union County, Ohio.

Richard Body and  
N. P. Thompson

Now comes the said Nelson P. Thompson one of the defendants and for his answer to said petition admits he signed said note but says the said Richard H. Body is the

principal and this defendant is surety on said note and asks the Court to make an order that the property of said principal debtor be held first liable for the payment thereof.

Robinson & Woodburn,

Attorneys for N. P. Thompson

The State of Ohio,  
Union County ss:

R. D. Woodburn being duly sworn deposes and says he believes the allegations of the foregoing answer is true and he is one of the attorneys of said N. P. Thompson in the said cause.

R. D. Woodburn.

Sworn to before me and signed in my presence this 17<sup>th</sup> of December 1892. (Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 16<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court J. F. Sadler & Co.

Journal 16, Page 287.

Richard H. Body et al

Now comes the said plaintiff by its attorney and suggests to the Court that Nelson P. Thompson one of the defendants has died since the commencement of this action, and that James N. Robinson has been duly appointed and qualified as Executor of the last Will and Testament of the said Nelson P. Thompson. And the Court being fully satisfied thereof, and all parties consenting it is hereby on motion of the plaintiff ordered that this action stand revived in the name of James N. Robinson as said Executor and proceed against him.

And the said James N. Robinson being in open Court and consenting thereto as such Executor and the said Richard H. Body being in default for demurrer or answer to the petition this cause was submitted to the Court upon the petition and answer of N. P. Thompson and the evidence.

On consideration whereof the Court finds that there is due from the said Richard H. Body as principal and the said James N. Robinson as Executor of Nelson P. Thompson as surety upon the note in the petition described the sum of One thousand and eighty-eight dollars including interest to the first day of this term of Court.

It is therefore considered and adjudged by the Court that the plaintiff recover of the said Richard H. Body as principal and the said J. N. Robinson as Executor of Nelson P. Thompson as surety the said sum of One thousand and eighty-eight dollars with interest to be computed from the first day of this term of Court, and also the costs of this action taxed to \$- - -

Attest  
R. M. Leroy  
Clerk

Entry  
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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 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 7<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 17<sup>th</sup> day of December, 1892 Frank S. Coder filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Susan W. Coder et al.

Frank S. Coder, Plaintiff  
vs.  
Susan W. Coder, Defendant. | Union Common Pleas.

Plaintiff says that he has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union. On or about the 31<sup>st</sup> day of January 1882 at Fairfield County, Ohio, he was married to the defendant. No children were born of such marriage. The defendant has for more than three years last past been willfully absent from plaintiff. The defendant has for more than two years been guilty of gross neglect of duty to the plaintiff as a wife in refusing to live with or have anything to do with him. Wherefore plaintiff prays that he may be divorced from the defendant and for such other relief as is proper.

Frank S. Coder.  
By James B. Cole, Attorney for the plaintiff.

Præcipe To Clerk:  
Issue Summons and copy to the Sheriff of Fayette County, Ohio, on the within petition returnable according to law.  
James B. Cole, Plaintiff's Attorney.

Summons  
Afterward, on the 17<sup>th</sup> day of December, 1892, a Summons was issued by the Clerk of said Court, to wit:

1480 The State of Ohio,  
Union County ss: To the Sheriff of Fairfield County:  
You are commanded to notify Susan Coder that Frank S. Coder has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her) charging her with gross neglect and willful absence 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 26<sup>th</sup> day of December A.D. 1892.  
Witness my signature as Clerk of our said Court of

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Sheriff's Return

Common Pleas, and the seal of said Court, at Marysville this 17<sup>th</sup> day of December A. D. 1892. (Seal) R. M. Leroy, Clerk.  
Afterward, on the 23<sup>rd</sup> 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:

Service	45
Copy	25
Mileage	32
Doc. Record	30
Return	25
Index Post.	14
Total	171

Received 11 o'clock A. M. on the 18<sup>th</sup> day of December A. D. 1892 and on the 21<sup>st</sup> day of December A. D. 1892, I served the same by personally delivering to Susan Coder within named a true copy thereof together with a certified copy of the petition in this case.

Amor Brown, Sheriff

By H. V. Graham, Deputy.

Entry

6480

Afterward, on the 13<sup>th</sup> day of March, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Frank S. Coder

vs.

Susan W. Coder

Journal 16, Page 330.

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 for the plaintiff in 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 her duties to the plaintiff as a wife in refusing to live or have any thing to do with him. And has for more than three years last past been willfully absent from plaintiff in disregard of her marital duties and that by reason thereof the plaintiff is entitled to a divorce.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Frank S. Coder and Susan W. Coder be and the same hereby is dissolved and both parties are released from the obligations of the same.

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

Attest  
R. M. Leroy  
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, A.D. 1893, on the 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 21<sup>st</sup> day of December, 1892, Robert W. Thompson et al. Admins. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W. S. Rogers, et al. to-wit:

Robert W. Thompson et al.  
N. P. Thompson, Admins. of the  
Estate of James Thompson Decd.

Court of Common Pleas  
Union County, Ohio.

vs. Plaintiff  
W. S. Rogers and Mary L. Rogers.  
Defendants.

Petition

64 83

The plaintiffs say they are the Administrators of the estate of James Thompson deceased duly appointed and qualified by the Probate Court of Union County, Ohio. And that there is due them as said Administrators upon a promissory note against the defendants W. S. Rogers and Mary L. Rogers (a copy of which note is marked Exhibit "A" and made part of this petition) the sum of five hundred and sixty-one <sup>27</sup>/<sub>100</sub> dollars with eight per cent. interest from March 25<sup>th</sup> 1890, and that there is due upon said note the sum of six hundred and thirty-five <sup>7</sup>/<sub>100</sub> dollars with interest at eight per cent. from December 20<sup>th</sup>, 1892.

Therefore the plaintiffs ask judgment against the said defendants for the sum of six hundred and thirty-five <sup>7</sup>/<sub>100</sub> dollars and all other proper relief.

Robinson & Woodburn  
Attorneys for Plaintiff.

Copy of Note.

\$ 561.<sup>00</sup> New Dover, Ohio, March 25<sup>th</sup>, 1890.

Eighteen months after date, we or either of us promise to pay to the order of R. W. and N. P. Thompson Administrators of the estate of James Thompson, deceased, five hundred sixty-one <sup>27</sup>/<sub>100</sub> dollars for value received with interest at 8 per cent.

W. S. Rogers.  
Mary L. Rogers.

Proceeds for late firm of J. & N. P. Thompson.

The State of Ohio,  
Union County ss:

R. L. Woodburn being duly sworn deposes and says he is one of the Attorneys of the plaintiffs in the foregoing cause and the said action is for money only on one promissory note in affiant's possession for collection and that he believes the allegations in the foregoing petition are true and said note is correctly copied. R. L. Woodburn.

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Sworn to before me and subscribed in my presence this 20<sup>th</sup> day of December 1892.  
(Seal) R. M<sup>o</sup> Leroy, Clerk of Court.

Præcipe

To Clerk:

Issue Summons to defendants <sup>vs</sup> and endorse: "petition on note for \$635.<sup>00</sup> with 8% interest from December 20<sup>th</sup>, 1892, and judgment asked for same. Robinson <sup>vs</sup> Woodburn  
December 21<sup>st</sup>, 1892. Attorneys for Plaintiff.

Summons

Afterward, on the 21<sup>st</sup> day of December, 1892, a Summons was issued by the Clerk of said Court, indorsed to wit:

6483

The State of Ohio,  
Union County

To the Sheriff of Union County:

You are hereby commanded to notify W. S. Rogers and Mary L. Rogers that they have been sued by Robert W. Thompson and N. P. Thompson Admrs. r. in the Court of Common Pleas of Union County, and must answer by the 21<sup>st</sup> day of January A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 2<sup>nd</sup> day of January, A. D. 1893.

Witness my hand and the seal of said Court, this 21<sup>st</sup> day of December, A. D. 1892.

Indorsed: "In action for money. Petition on note for \$635.<sup>00</sup> with 8% interest from December 20<sup>th</sup>, 1892 and judgment asked for the same."

Sheriff's Return

And on the 22<sup>nd</sup> 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:

6483

Sev. Return	30
Adl. Dfts.	15
Mileage	1 60
Copy	40
Total	2 45

The State of Ohio,  
Union County

Sheriff's Return.

Received this writ December 21<sup>st</sup>, A. D. 1892, 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 22<sup>nd</sup> day of December 1892.  
Thomas Martin, Sheriff.

Entry

6483

Afterward, on the 19<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Robert W. Thompson <sup>vs</sup>  
N. P. Thompson Admrs. of  
Estate of James Thompson Decd.  
vs.

Journal 16, Page 291

W. S. Rogers <sup>vs</sup> Mary L. Rogers  
This day came the plaintiff, and the defendants made default and thereupon the plaintiff waived the right of trial by jury and submitted this cause to the Court. Whereupon the Court being fully advised in the premises find for the plaintiff and that there is due the Administrators of the estate of James Thompson, deceased from the defendants

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ants the sum of six hundred and eighty-eight dollars on 8 per cent. interest on the note in the petition described.

It is therefore considered and adjudged by the Court that plaintiff recover of the said defendants said sum of six hundred and eighty-eight dollars with 8 per cent. interest from this date and costs taxed to \$ - - -

Attest

R. M. Curry  
Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of January, to-wit, on the 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that heretofore, to-wit, on the 12<sup>th</sup> day of January, 1893, the following Petition and Answer on Cognovit Note was filed with the Clerk of Court, to-wit: James W. Robinson, Administrator of the Estate of Alvah Smith Decid. Plaintiff

vs. Daniel Hammer, John Vogel, and Jacob Vogel, Defendants. Court of Common Pleas Union County, Ohio.

The said plaintiff says he is the Administrator of the estate of Alvah Smith, deceased, duly approved by the Probate Court of Union County Ohio, and that there is due to him on the promissory note and Warrant of Attorney of said defendants (a copy of which is hereto attached marked A. the sum of seven hundred and eight dollars with eight per cent. interest from December 4<sup>th</sup>, 1892.

And therefore the plaintiff as said Administrator asks judgment on said note and Warrant of Attorney for said sum and costs.

2<sup>d</sup> Cause of Action:

The said plaintiff says there is due to him as said Administrator from the said defendants on their other promissory note and Warrant of Attorney (a copy of which marked "B" is hereto attached the sum of seven hundred and ten dollars with eight per cent interest from December 4<sup>th</sup>, 1892 on said note making in both causes of action the sum of fourteen hundred and twenty nine dollars with eight per cent. interest from January 1<sup>st</sup> 1893. (\$ 1429<sup>00</sup> )

Robinson and Woodburn  
Attorneys for Plaintiff.

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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.  
J. W. Robinson.

Sworn to before me and signed in my presence by  
J. W. Robinson this 11<sup>th</sup> day of January 1893.  
Seal. R. Mileroy, Clerk of Court.

Copy of Note "A." \$500<sup>00</sup>. Plain City, Ohio, May 15<sup>th</sup>, 1886.

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, Five hundred dollars for  
value received & per cent. 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 be-  
come 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 becomes due and if the interest be not paid annu-  
ally to become as principal and bear 8 per cent. interest  
together with costs of suits and release all errors and right  
of appeal in this behalf.

Witness our hands and seals this 15<sup>th</sup> of May 1886.

Daniel Hammer  
John Vogel  
Jacob Vogel.

Endorsed: "Received May 15<sup>th</sup>, 1887  
Forty dollars on within note"

Received May 15<sup>th</sup>, 1888, Forty dollars on the within note.

Copy of Note "B." \$500<sup>00</sup>. Plain City, Ohio, April 20<sup>th</sup>, 1886.

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, Five hundred dollars  
for value received with 8 per cent. interest from date 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 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 suit and release all errors  
and waive all right of appeal in this behalf.

Witness our hands and seals.

Daniel Hammer  
John Vogel  
Jacob Vogel.

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Endorsed: " Received April 20<sup>th</sup> 1887 Forty dollars on the within note. Received April 20<sup>th</sup> 1887. Forty dollars on the within note

Answer

James W. Robinson, Admr.  
of Alvah Smith, Decd.

vs.

Daniel Hammer, John  
Vogel & Jacob Vogel.

Court of Common Pleas  
Union County, Ohio.

The defendants Daniel Hammer, John Vogel and Jacob Vogel by J. M. Kennedy Attorney, and an Attorney at law of record of this Court, duly authorized therefore by the Warrants of Attorney embraced in the notes sued on in this suit, and which notes with the accompanying Warrants of Attorney, is produced and shown to the Court, and filed herewith, now come and waive the issuing and service of process in this action, and hereby enter their appearance herein; and said defendants by J. M. Kennedy said Attorney duly authorized as aforesaid, say that they 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 his petition set forth, and that the amount due upon said indebtedness at this day is the sum of fourteen hundred and twenty-nine dollars bearing interest at 8 per cent. per annum payable annually for that sum with interest from this 11<sup>th</sup> of January 1893 at 8 per cent. per annum payable annually and accruing costs and they confess judgment in favor of the plaintiff and waive and release all errors in this proceeding and said judgment and all proceedings, petitions, and writs of error therein.

January 12<sup>th</sup>, 1893.

J. M. Kennedy,  
Attorney for Defendants

Entry

James W. Robinson, Admr.  
of the Estate of Alvah Smith Decd.

vs.

Daniel Hammer, John Vogel  
& Jacob Vogel.

Journal 16, Page 284.

This day came the plaintiff by Robinson & Woodburn Attorneys, and filed his Petition against said defendant and thereupon J. M. Kennedy an Attorney-at-Law of this Court by virtue of Warrants 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 are indebted unto the plaintiff as he has in said petition alleged by virtue of said Warrants of Attorney, confessed that there was due from said defendants to said plaintiff on said indebtedness the sum of fourteen hundred and twenty-nine dollars bearing interest at 8 percent. per annum, and that said plaintiff ought to recover of said defendants a judgment for that sum. It is therefore considered by the Court here that the said James N. Robinson, Administrator of Estate of Abraham Smith, deceased, plaintiff do recover of the said Daniel H. Sommer, John Vogel & Jacob Vogel defendants the sum of fourteen hundred and twenty nine dollars so confessed, as aforesaid, with interest from January 11<sup>th</sup>, 1893 at 8 percent. per annum and also costs in his 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. Lenny*  
 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 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred & ninety three.

Be it remembered that, heretofore, to wit, on the 12<sup>th</sup> day of January, 1893, the following Petition and Answer was filed with the Clerk of said Court, to wit:

Petition

Bank of Marysville, Plaintiff.  
 vs.  
 C. H. Cleveland, Defendants.

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

Answer

6496

The plaintiff says it is a corporation doing business under the laws of Ohio, under the name of Bank of Marysville. There is due plaintiff from defendant on a certain promissory or a Bill of Exchange 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 twenty dollars which they claim with interest at the rate of 8 per cent. per annum from the 31<sup>st</sup> day of May A. D. 1893 which note was indorsed in blank by defendant and now owned by plaintiff. Wherefore plaintiff prays

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judgment against said defendant for the said sum of one hundred and twenty-four <sup>24</sup>/<sub>100</sub> <sup>50</sup>/<sub>100</sub> dollars and interest thereon at the rate of eight per cent. per annum, from the 12<sup>th</sup> day of January A. D. 1893.

State of Ohio,  
County of Union ss:

Robinson & Woodburn  
Attorneys for Plaintiff.

R. L. Woodburn being duly sworn, says 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 12<sup>th</sup> day of January, 1893.

(Seal) R. M. Leroy, Clerk of Court.

Copy of note  
Exhibit A

\$ 120<sup>00</sup> Akron, Ohio, May 31<sup>st</sup>, 1892.

Six months after date I promise to pay to the order of myself One hundred and twenty dollars for value received with eight per cent. interest.

And we jointly and severally hereby authorize any Attorney-at-law at any time after the above sum becomes -- with or without process to appear for us in any Court of Record in the State of Ohio or elsewhere and confess judgment against us, or either of us for the amount therein due herein, with interests and costs and to release all errors and the right of Appeal.

The Sureties, Drawers, and Endorsers severally waive presentation for payment, protest, and notice of non-payment of this note, and there shall be no release from liability to pay this note for any extension granted unless a written notice is given that such extension shall not be allowed.

Witness our hand and seal. C. H. Cleveland.

Said note is endorsed on the back in blank by C. H. Cleveland.

Bank of Marysville, Plaintiff

Union County Court of Common Pleas.

Answer

C. H. Cleveland, Defendant

6496

F. J. M. Kennedy an Attorney-at-law in the several Courts of record of this State, by virtue of the warrant of attorney, annexed to the foregoing petition, do hereby enter the appearance of said defendant in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendant on the note attached to said petition, for the sum of One hundred and twenty-four <sup>24</sup>/<sub>100</sub> <sup>50</sup>/<sub>100</sub> dollars being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release all exceptions, errors, and right of appeal in the

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J. M. Kennedy, Attorney for Defendant.

Entry

Bank of Marysville

vs.

C. H. Cleveland

Journal 16, Page 284.

6496

This day came the plaintiff by his attorney; also came J. M. Kennedy, 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 One hundred and twenty-four  $\frac{1}{4}$   $\frac{5}{100}$  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 sum of One hundred and twenty-four  $\frac{1}{4}$   $\frac{5}{100}$  dollars with 8 per cent. interest from January 12<sup>th</sup>, 1893 together with his costs herein expended, taxed at 8-

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 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 12<sup>th</sup> day of January, 1893, the following Petition and Answer upon Cognovit note was filed with the Clerk of said Court, to-wit:

Petition

Bank of Marysville, Plaintiff

vs.

W. J. Price, Defendant.

Court of Common Pleas,  
Union County, Ohio.

6498

The plaintiff says it is a corporation doing business under the laws of Ohio under the firm name of Bank of Marysville. 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 six hundred dollars which they claim with interest at the rate of seven per cent. per annum, from the 28<sup>th</sup> day of May A. D. 1893 which

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note was endorsed in blank by defendant and now owned by the plaintiff. Wherefore plaintiff prays judgment against said defendant for the said sum of six hundred and twenty-six and  $\frac{13}{100}$  dollars with interest thereon at the rate of 7 per cent. per annum from the 12<sup>th</sup> day of January A. D. 1893 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 12<sup>th</sup> day of January, 1893.

(Seal) R. M. Leroy, Clerk of Court.

Copy of Note Exhibit A  
\$600<sup>00</sup>. Cuyhoga Falls, Ohio, May 28<sup>th</sup>, 1892.  
January 1<sup>st</sup>, 1893 after date I promise to pay to the order of myself six hundred dollars without defalcation and value received interest at 7%.

And further do hereby empower any Attorney of any Court of Record within the United States or elsewhere to appear for me and after one or more declarations filed confess against me or of any term for the above sum with costs of suit and attorneys commission of -- per cent. for collection and release of all errors, and without stay of execution and inquisition and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale on any extension hereon is also hereby expressly waived, and no benefit of extension be claimed under and by virtue of any exemption law now in force or which may be hereafter paid.

W. J. Price

This note is endorsed on back in blank by W. J. Price.

Answer Bank of Marysville, Plaintiff | Court of Common Pleas,  
Union County, Ohio.  
W. J. Price, Defendant

1498

J. J. L. Cameron 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 Six hundred and twenty-six  $\frac{3}{4}$   $\frac{13}{100}$  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. L. Cameron,  
Attorney for Defendant.

Bank of Marysville

vs  
W. J. Price

Journal 16, Page 285.

Entry

6498

This day came the plaintiff by his attorney; also came J. L. Cameron 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 Six hundred and twenty-six  $\frac{3}{4}$   $\frac{13}{100}$  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-six  $\frac{3}{4}$   $\frac{13}{100}$  dollars together with his costs herein expended taxed at \$- -.

Attest  
R. M. Conroy  
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Southern Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of January, to-wit, on the 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 12<sup>th</sup> day of January, 1893, the following Petition & Answer upon Cognovit Note was filed with the Clerk of said Court, William H. Ferguson, Plaintiff

J. M. Russell & Sarah Russell  
vs  
Defendants

State of Ohio, Union County  
Court of Common Pleas.

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Witness:

promissory note, a copy of which, with all credits and endorse-  
ments thereon, is hereto attached, marked "Exhibit A." and  
made part of this petition the sum of One hundred and  
forty  $\frac{3}{4}$   $\frac{6}{100}$  dollars which he claims with interest at the rate  
of 8 per cent. per annum from the seventeenth day of October  
A. D. 1891. Wherefore, plaintiff prays judgment against  
said defendants for the said sum of One hundred and forty  
 $\frac{3}{4}$   $\frac{6}{100}$  dollars with interest thereon at the rate of eight per  
cent. per annum payable annually from the seventeenth  
day of October A. D. 1891 and for costs of suit.

James E. Robinson  
Robinson & Woodburn, Attorneys for Plaintiff.

State of Ohio,  
County of Union ss:

J. W. Robinson being duly sworn, says 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. J. W. Robinson.

Sworn to before me, and subscribed in my presence  
this 23<sup>rd</sup> day of January 1893.  
(Seal) R. M. Leroy, Clerk of Court.

Copy of  
Note "A."

\$ 140.  $\frac{3}{4}$  Six months after date, for value received, I, or we, or  
either of us promise to pay W. H. Ferguson, or order, One  
hundred  $\frac{3}{4}$  forty  $\frac{6}{100}$  dollars with interest at the rate of 8  
per cent. per annum on all unpaid principal and interest  
after due. And I, or we, or either of us do hereby author-  
ize and empower any Attorney of any Court of Record in  
the State of Ohio, or elsewhere, to waive the issuing and ser-  
vice of process, and appear for us, or either of us, in any  
of said Courts, at any time after the above note becomes  
due, and confess judgment thereon, against us, or either of  
us, in favor of the payee or legal holder hereof, for the sum  
due on said note, with all interests and costs of suit; said  
judgment to draw the rate of interest specified in note, after  
rendition, until paid. We do also hereby waive all right  
of appeal, the stay of execution the power and privilege to  
hold exempt from execution any personal or real property  
belonging to us, 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 author-  
ized to enter such release in said judgment.

Witness our hands and seals this 17<sup>th</sup> day of April  
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P.O. York Centre, Ohio. J. M. Russell,  
Sarah <sup>her</sup> X Russell,  
Witness: W. H. Conkright.

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Answer  
65-03  
W. H. Ferguson vs.  
J. M. Russell  
Sarah Russell

Court of Common Pleas,  
Union County, Ohio.

I, John L. Porter an attorney-at law in the several Courts of Record of this State, by virtue of the warrant of attorney, annexed to the foregoing petition, do hereby enter the appearance of said defendants in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendants, on the note attached to said petition, for the sum of One hundred and fifty-six dollars being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors and right of appeal in the premises.

John L. Porter,  
Attorney for Defendant.

Entry  
65-03  
W. H. Ferguson vs.  
J. M. Russell  
Sarah Russell

Journal 16, Page 292.

This day came the plaintiff by his attorney; also came John L. Porter 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 fifty-six dollars with 8 per cent. interest from date of judgment; 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 sum of One hundred and fifty-six dollars with 8 per cent. interest from date of judgment together with his costs herein expended taxed at \$--

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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 2<sup>d</sup> day of January in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 2<sup>d</sup> day of January, 1893, John Robinson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Thomas Jones et al, to-wit:

Petition

vs.

Thomas Jones, Marian Jones,  
Charles M. Jones, Albert N.  
Jones, Ida Jones, &c - Jones  
Defendants

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

The plaintiff says: That on the 27<sup>th</sup> day of January 1877 the defendant Thomas Jones for a full and valuable consideration executed and delivered to plaintiff his promissory note of that date and thereby promised to pay to plaintiff or order the sum of four thousand dollars with 5 per cent. interest annually until paid, and which note was due and payable on the 27<sup>th</sup> day of January, 1879.

Said plaintiff says that the sons of the defendant Thomas Jones paid the interest on said note to January 27<sup>th</sup>, 1890. But that no part of the principal has ever been paid and that no interest has been paid on said note since the 27<sup>th</sup> day of January 1890, and there is now justly due to the plaintiff from the said Thomas Jones the sum of four thousand dollars with interest thereon at 5% from the 27<sup>th</sup> day of January 1890 for which the plaintiff is entitled to judgment. A copy of said note with all the indorsements thereon is hereto attached marked "A." Wherefore plaintiff prays for judgment against said defendant Thomas Jones for said sum of four thousand dollars with the interest thereon from the 27<sup>th</sup> day of January 1890 and for all proper relief.

Second Cause of Action:

For a second and further cause of action the plaintiff says that at the time of delivering said note and to secure the payment of the same the defendant duly executed and delivered to plaintiff his mortgage deed of that date thereby conveying to the plaintiff the following premises, to-wit: Situate in the County of Union and State of Ohio, in Jerome Township being part of a Survey of four hundred and seventy acres in favor of Leon Jones and patented to John Kent.

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South 38 1/2 - E. 83 poles to a stone: thence South 51 1/2 - N. 208 poles: thence north 38 1/2 N. 83 poles to a stone: thence north 51 1/2 E. 208 poles to the beginning containing 107 acres and 144 poles more or less.

Said mortgage was conditioned that if the said note of \$4000.00 dated January 27<sup>th</sup>, 1877 and due January 27<sup>th</sup>, 1899 with 8% interest from date was paid when due then the said mortgage to be void otherwise in full force and effect.

On the 30<sup>th</sup> day of January 1877 at 12<sup>3/4</sup> o'clock P. M. said mortgage was left for record with the Recorder of said County and was by him thereafter recorded.

The said mortgage was also signed by the said Mariam Jones who is the wife of said Thomas Jones, and who conveyed her inchoate right of dower in said lands to secure the payment of said note.

Said mortgage deed has become absolute: there is due and remaining unpaid of said mortgage indebtedness the said sum of \$4000.00 with interest from January 27<sup>th</sup>, 1890 and said mortgage is the first and best lien on said lands.

Third Cause of Action:

The plaintiff further says that on the 27<sup>th</sup> day of January 1877 for a full and valuable --- the said Thomas Jones executed and delivered to plaintiff his promissory note of that date and thereby promised to pay to plaintiff or order the sum of four thousand dollars with 8 per cent. interest from September 11<sup>th</sup>, 1877 annually until paid. Said note was due and payable on or before the 27<sup>th</sup> day of January 1877. The said interest has been paid on said note up to the 27<sup>th</sup> day of January 1888 but no other interest or any part of the principal has been paid.

A copy of said note with all indorsements thereon is hereto attached marked "B." and made a part hereof.

There is now due the plaintiff on said note from the said Thomas Jones the said sum of four thousand dollars with interest at 8% from January 27<sup>th</sup>, 1888 for which sum and interest the plaintiff is entitled to judgment.

Fourth Cause:

At the time of making the note in the third cause of action described and to secure the payment of the same the said Thomas Jones and his wife Mariam Jones executed and delivered to the plaintiff their mortgage deed and thereby conveyed to the plaintiff and his said heirs and assigns the following described real estate situate in said County of Union and State of Ohio, in Jerome Township and bounded and described as follows:

Beginning at a hickory and two ashes N. 52 E. 208 poles crossing Sugar Run at 202 poles to two elms: thence S.

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38 E. 90 poles to a stone in the Dublin road: thence S. 52 N. 208 poles to a stone: thence N. 38 W. 90 poles to the place of beginning containing 117 acres more or less and part of Survey N<sup>o</sup> 5-126.

The condition of said mortgage was that if the said note described in the third cause of action herein was paid with the interest thereon when due interest to be payable annually then said mortgage to be void.

The exact words in said mortgage is signed to said note being as follows: "Provided always and these presents are upon this condition that if the said Thomas Jones shall pay or cause to be paid unto the said John Robinson the following notes of hand this day executed and delivered to said John Robinson one note dated January 27<sup>th</sup> 1877 calling for four thousand dollars due January 27<sup>th</sup> 1879 with interest at 8 per cent. from September 11<sup>th</sup> 1877 payable annually until paid" then these presents to be void otherwise in full force and effect.

On the 30<sup>th</sup> day of January 1877 said mortgages deed was left with the Recorder of said County of Union for record and was by him thereafter recorded in Volume 13 Page 73 of the County Records. Said mortgages has become absolute. There is now due and unpaid of the indebtedness secured thereby the said sum of \$4000<sup>00</sup> with 8% payable annually from January 27<sup>th</sup> 1888.

Fifth Cause of Action:

The plaintiff says that after the said mortgages herein named were both recorded, to wit on the 10<sup>th</sup> day of April 1883 the said Thomas Jones and his wife the said Mariam Jones by their deed duly executed conveyed both tracts of land to their sons the said Charles M. Jones and Albert N. Jones which conveyance was for the nominal sum of \$13494<sup>00</sup> but in fact the true and only consideration for said deed was an agreement on the part of said Charles M. and Albert N. that if their father would convey said lands to them that they would pay the said plaintiffs claim, and thereupon upon the said Charles and Albert assuming and agreeing in consideration of said conveyance that they would pay off the plaintiffs said notes and interest and for no other consideration the said conveyance was made and the said Charles and Albert took possession of said lands in the year 1883 and have held and enjoyed the use and profits of said land ever since. And they did pay the interest on said notes after they got said lands up to the time stated herein, but have failed to keep said interest paid up and have failed to pay any part of the principal of said notes, although in addition to the use of said

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lands for cultivation they have taken away and sold large quantities of valuable timber that was growing on said lands at the time plaintiff's said mortgages were executed.

The said plaintiff avers that having received said lands in consideration of their assuming and agreeing to pay the said notes that they the said Charles and Albert become liable for the same.

The said Charles M. Jones is intermarried with the said Ida Jones, and the said Albert N. Jones is intermarried with the said --- Jones, but the plaintiff avers that neither of said wives have any right of dower inchoate or otherwise in said lands only subject to the plaintiff's mortgages, but they are made parties that their dower rights may be determined by the Court and the title to said lands made complete.

Plaintiff prays for judgment against said Thomas Jones, Charles M. Jones and Albert N. Jones for the sum of eight thousand dollars with interest on \$4000.00 at 8% payable annually from January 27<sup>th</sup>, 1890 and interest on \$4000.00 from the 27<sup>th</sup> day of January 1888 at 8% payable annually, and for an order foreclosing said mortgage, and that said real estate may be sold to pay said mortgage indebtedness, and that it be sold free of dower, and that by decree the dower of the said named women be sold, and all further claims barred, and for all such other and further relief as may be equitable and just and the nature of the case require.

J. L. Cameron, Attorney for Plaintiff

The State of Ohio,  
Union County ss:

John Robinson being first duly sworn says that the facts stated and allegations made in his foregoing petition are true as he verily believes.

John Robinson.

Sworn to before me and signed in my presence this 1<sup>st</sup> day of January, 1892. (Seal) R. M. Liberty, Clerk.

On or before the 27<sup>th</sup> day of January 1879, I promise to pay John Robinson or order four thousand (\$4000.00) dollars with eight per cent. interest annually until paid. January 27<sup>th</sup>, 1877. Value received. Thomas Jones.

Indorsed as follows: Received interest on this note by various indorsements covering the time to January 27<sup>th</sup>, 1890.

On or before the 27<sup>th</sup> day of January 1879 I promise to pay to John Robinson or order four thousand (\$4000.00) dollars with eight per cent. from September 11<sup>th</sup>, 1877 annually until paid. Value Received. Thomas Jones.

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Said note is indorsed by the payment of the yearly interest up to January 27<sup>th</sup>, 1888.

Afterward, on the 2<sup>nd</sup> day of January, 1892, a Praecipe for Summons was filed with the Clerk of said Court

John Robinson Plaintiff

vs.

Thomas Jones et al. Defendants

In Union County

Court of Common Pleas.

To Clerk:

Issue Summons to the Sheriff of Union County for Charles M. Jones and Ida Jones. To the Sheriff of Delaware County, Ohio, for Thomas Jones and Mariam Jones. To the Sheriff of Madison County, Ohio, for Albert N. Jones and Jones wife of Albert N. Jones.

Indorse Summons: "Amount claimed \$8000" with 8% interest payable annually on \$4000." from January 27<sup>th</sup>, 1890 and 8% interest payable annually on \$4000." from January 27<sup>th</sup>, 1888. Also Foreclosure of Mortgage and Equitable Relief.

J. L. Cameron, Attorney for Plaintiff

Afterward, on the 2<sup>nd</sup> day of January, 1892, a Summons was issued by the Clerk of said Court, to wit:

6312

The State of Ohio,  
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Charles M. Jones and Ida Jones that they have been sued by John Robinson in the Court of Common Pleas of Union County and must answer by the 30<sup>th</sup> 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 11<sup>th</sup> day of January, A. D. 1892.

Witness my hand and the Seal of said Court, this  
(Seal) 2<sup>nd</sup> day of January A. D. 1892.

R. McCreary, Clerk.

Indorsed: In action for money. Amount claimed \$8000." with 8 per cent. on \$4000." from January 27<sup>th</sup>, 1890 payable annually and 8% interest payable annually on \$4000." from January 27<sup>th</sup>, 1888. Foreclosure of Mortgage and Equitable Relief.

Sheriff's Return

6312

And on the 8<sup>th</sup> 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:

Ser. & Return	30
A. d. Dfts.	15
Mileage	2 40
Copy	40
Total	3 25

The State of Ohio,  
Union County

Sheriff's Return.

Received this writ January 2<sup>nd</sup>, A. D. 1892 at 10 o'clock A. M. and served same by delivering a true and certified copy thereof with the indorsements thereon to each of the within named defendants on the 7<sup>th</sup> day of January, 1892.

Thomas Martin, Sheriff.

Summons

6312

Afterward, on the 2<sup>d</sup> day of January, 1892, a Summons was issued by the Clerk of said Court, indorsed to wit:

The State of Ohio,  
Union County

To the Sheriff of Delaware County:

You are hereby commanded to notify Thomas Jones and Mariam Jones that they have been sued by John Robinson in the Court of Common Pleas of Union County, and must answer by the 30<sup>d</sup> 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 11<sup>d</sup> day of January A. D. 1892.

Witness my hand and the seal of said Court, this 2<sup>d</sup> day of January, A. D. 1892.

(Seal)

R. M. Leroy, Clerk.

Indorsed: In action for amount of \$8000.<sup>00</sup> with 8% interest payable annually on \$4000.<sup>00</sup> from January 27<sup>th</sup>, 1890, and 8% annually on \$4000.<sup>00</sup> from January 27<sup>th</sup>, 1888. Foreclosure of Mortgage and Equitable Relief.

Sheriff's Return

And on the 5<sup>d</sup> 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:

Ser. <sup>y</sup> Return	70
Mileage	48
Writ	10
Copy <sup>y</sup> & Post.	52
Total	\$180

The State of Ohio  
Delaware County | Sheriff's Return.

Received this writ January 4<sup>th</sup> A. D. 1892 at 8 o'clock A. M. and on the 4<sup>th</sup> day of January 1892 I served this writ on the within named defendants, Thomas Jones and Mariam Jones by delivering to them each a true and duly certified copy of this writ with all the endorsements thereon.

Thomas R. Griffith, Sheriff

Delaware County, Ohio

By John D. Griffith, Deputy.

Summons

6312

Afterward, on the 2<sup>d</sup> day of January, 1892, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio,  
Union County:

To the Sheriff of Madison County:

You are hereby commanded to notify Albert N. Jones and Flora Jones wife of Albert N. Jones that they have been sued by John Robinson in the Court of Common Pleas of Union County, and must answer by the 30<sup>d</sup> 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 11<sup>d</sup> day of January A. D. 1892.

Witness my hand and the Seal of said Court, this 2<sup>d</sup> day of January, A. D. 1892.

(Seal)

R. M. Leroy, Clerk.

Indorsed: In action for money. Amount \$8000.<sup>00</sup> with 8% interest payable annually on \$4000.<sup>00</sup> from January 27<sup>th</sup>, 1890, and 8% interest payable annually on \$4000.<sup>00</sup> from January 27<sup>th</sup>, 1888

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Writ of Foreclosure of Mortgage & Foreclosure Equitable Relief.

And on the 11<sup>th</sup> 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:

Ser. Return	70
Mileage	3 20
Copy	50
Total	4 40

The State of Ohio,  
Madison County

Sheriff's Return.

Received this writ January 4<sup>th</sup>, A. D. 1892 at 2 o'clock P. M. and served same on January 7<sup>th</sup>, 1892 by handing to each of the within named defendants Albert N. Jones and Flora Jones, a true and certified copy of this writ with the indorsements thereon.

Benj. Emery, Sheriff.

Motion

Afterward, on the 27<sup>th</sup> day of January, 1892, a motion was filed with the Clerk of said Court, to wit:

6312

John Robinson, Plaintiff

vs.

Thomas Jones, Mariam Jones  
Charles M. Jones, Albert N.  
Jones, Ida Jones and  
Jones. Defendants

Motion to make Petition  
Definite and Certain.

The defendants now come and say that the petition of the plaintiff against them herein filed is indefinite and uncertain and that these defendants cannot, nor can either of them, for that reason intelligently plead to said petition or join issue therewith in such manner as fairly to present the questions which are to be litigated and adjudicated in this cause.

These defendants therefore move the Court to require the plaintiff so to reform the said petition as that it may appear thereby with definiteness and certainty what was intended to be alleged by the plaintiff when he says that the consideration for the deed dated and executed April 10<sup>th</sup> 1883 was an agreement on the part of the said Charles M. and Albert N. that if their father would convey said lands to them that they would pay the said plaintiffs claim and thereupon the said Charles and Albert assuming and agreeing in consideration of said conveyance that they would pay off the plaintiffs said note and interest etc. and so that it may appear thereby with definiteness and certainty when the said agreement was made; how said agreement was evidenced and whether the same was in writing or existed only in parol, and that the said agreement, if in writing, be set forth either by its tenor or its legal effect.

Further moving against said petition, these defendants ask the Court to order that the plaintiff strike out from his petition as being wholly irrelevant and immaterial so much of said petition as alleges that said Charles and Albert Jones in addition to the use

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of said lands for cultivation have taken away and sold large quantities of valuable timber that was growing on said land at the time plaintiffs said mortgage was executed.

These defendants further move that the Court order the plaintiff to strike out from the petition so much thereof as alleges that the plaintiff avers that having received said lands in consideration of their assuming and agreeing to pay the said notes, that they the said Charles and Albert became liable for the same, as being irrelevant, immaterial and a mere conclusion of law instead of a statement of any material fact.

Howard C. Black, Cole & Bales  
Powell, Owen, Ricketts & Black  
Attorneys for Defendants.

Answer  
of  
Thomas  
Jones

Afterward, on the 10<sup>th</sup> day of February, 1892, an Answer was filed with the Clerk of said Court, to-wit:  
John Robinson, Plaintiff

vs.

Thomas Jones et al. Defendants

Court of Common Pleas,  
Union County, Ohio.

6312

For answer to the plaintiffs petition the said defendant Thomas Jones denies that the said petition set forth truly the promissory notes declared upon in said petition with the indorsements thereon. He denies that the pretended credits of payments, either interest or principal on said notes or either of them are fully or truly given.  
Second Defense:

For his second defense to the petition this defendant alleges that the notes mentioned in the petition were made and delivered to the plaintiff upon and concurrent with the usurious agreement between the defendant and the plaintiff that the defendant should pay to the plaintiff, and that the plaintiff should reserve and secure to himself for the loan and forbearance of the money mentioned in said notes a greater sum than at the rate of six per cent. per annum, to-wit: at the rate of ten per cent. per annum.

That as a part of said agreement it was agreed between said parties that while the said notes should purport upon their faces to bear interest at the rate of eight per cent. per annum it was in fact agreed by and between the plaintiff and this defendant and the consideration of said notes was that this defendant should pay to the plaintiff for the loan and forbearance of said money mentioned therein the sum of ten per cent. per annum.

That this defendant has continued to pay and the said plaintiff has continued to receive and accept interest upon the money mentioned in said notes at the rate of ten per cent. per annum thereon upon the one note described therein till January 27<sup>th</sup>, 1890, and upon the other note described therein until January 27<sup>th</sup>, 1888, except for two years

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of said lands for cultivation have taken away and sold large quantities of valuable timber that was growing on said land at the time plaintiffs said mortgage was executed.

These defendants further move that the Court order the plaintiff to strike out from the petition so much thereof as alleges that the plaintiff avers that having received said lands in consideration of their assuming and agreeing to pay the said notes, that they the said Charles and Albert became liable for the same, as being irrelevant, immaterial and a mere conclusion of law instead of a statement of any material fact.

Howard C. Black, Cole & Bales  
Powell, Owen, Ricketts & Black  
Attorneys for Defendants.

Answer  
of  
Thomas  
Jones  
6312

Afterward, on the 10<sup>th</sup> day of [redacted] 1890, a copy of this answer was filed with the Clerk of said Court by John Robinson, Plaintiff.

vs.  
Thomas Jones et al. Defendants

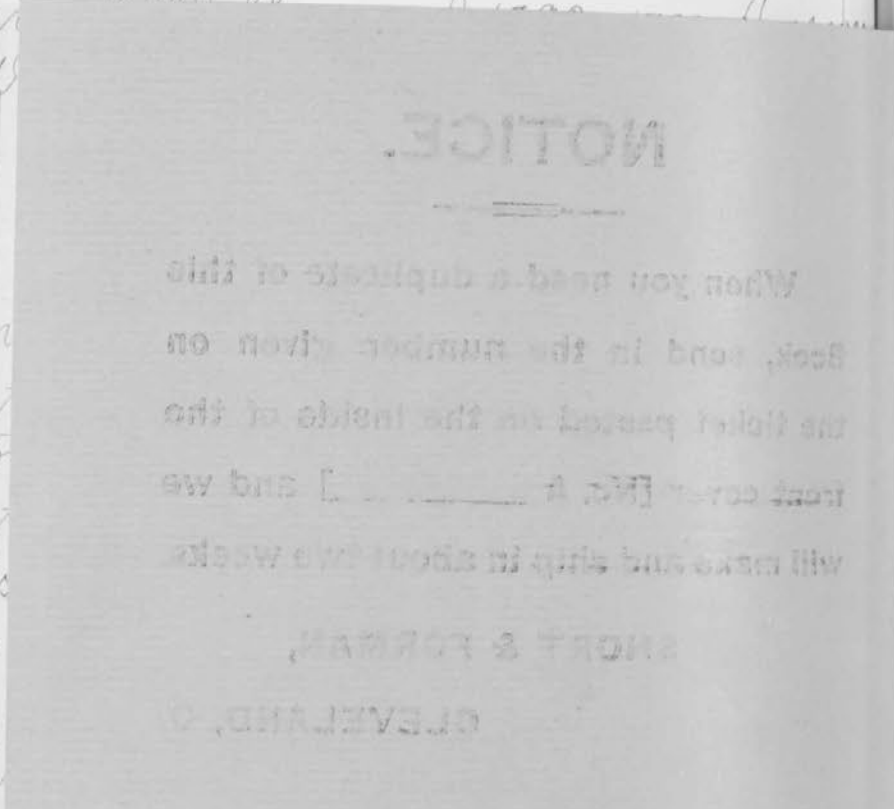
For answer to the plaintiff's petition Thomas Jones denies the truth of the promissory notes mentioned in the petition with the indorsements thereon and the pretended credits of payments on said notes or either of them.

Second Defense:

For his second defense the defendant alleges that the notes mentioned in the petition were made and delivered to the plaintiff upon and concurrent with the usurious agreement between the defendant and the plaintiff that the defendant should pay to the plaintiff, and that the plaintiff should reserve and secure to himself for the loan and forbearance of the money mentioned in said notes a greater sum than at the rate of six per cent. per annum, to wit: at the rate of ten per cent. per annum.

That as a part of said agreement it was agreed between said parties that while the said notes should purport upon their faces to bear interest at the rate of eight per cent. per annum it was in fact agreed by and between the plaintiff and this defendant and the consideration of said notes was that this defendant should pay to the plaintiff for the loan and forbearance of said money mentioned therein the sum of ten per cent. per annum.

That this defendant has continued to pay and the said plaintiff has continued to receive and accept interest upon the money mentioned in said notes at the rate of ten per cent. per annum thereon upon the one note described therein till January 27<sup>th</sup>, 1890, and upon the other note described therein until January 27<sup>th</sup>, 1888, except for two years



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to wit being the years for which the said plaintiff received and accepted interest at the rate of eight per cent. per annum. This defendant therefore says that by reason of the illegality of the said contract for interest, the said sums mentioned in said notes have been bearing interest from the date of said notes to the present time at the rate of only six per cent. per annum and that the payments made thereupon for interest in excess of six per cent. per annum were made to and received by the said plaintiff as payments upon the 6 per cent. interest and principal of said notes. That the said indorsements made upon said notes represent interest at the rate of ten per cent. per annum, all above six per cent of which were payments made in the extinguishment of said notes and the principal so far as the same were due thereon.

**NOTICE.**

When you need a duplicate of this Book, send in the number given on the ticket pasted on the inside of the front cover [No. A 42907] and we will make and ship in about two weeks.

**SHORT & FORMAN,  
CLEVELAND, O.**

Denies all allegations in said petition except as herein expressly alleged.

Set-off: A third defense and set-off to plaintiff defendant alleges that in addition to the pretended indorsements are made upon said notes on the 16<sup>th</sup> day of August 1892 to be applied in payment of said note, which payment the said defendant received and accepted. The said defendant failed to indorse on said notes or either of them, or otherwise to credit this defendant for either in said petition or in any other manner.

Wherefore this answering defendant prays that he may go hence acquit of all the said plaintiffs claim against him except the residue after the deduction of the payments so made by him as aforesaid.

Cole & Bales, Howard C. Black,  
Powell, Owen, Ricketts & Black  
Attorneys for Thomas Jones, Defendant.

The State of Ohio,  
Franklin County ss: |

Howard C. Black being sworn says that he is one of the Attorneys of the said defendant answering above and that the latter is a non-resident of and now absent from the said Counties of Franklin and Union, and that affiant believes the several statements contained in said answer to be true.

Howard C. Black.  
Sworn to before me and subscribed in my presence  
this - day of February, A. D. 1892.  
(Seal) Robert William, Notary Public

to wit being the years for which the said plaintiff received and accepted interest at the rate of eight per cent. per annum. This defendant therefore says that by reason of the illegality of the said contract for interest, the said sums mentioned in said notes have been bearing interest from the date of said notes to the present time at the rate of only six per cent. per annum and that the payments made thereupon for interest in excess of six per cent. per annum were made to and received by the said plaintiff as payments upon the 6 per cent. interest and principal of said notes. That the said indorsements made upon said notes represent interest at the rate of ten per cent. per annum, all above six per cent of which were payments made in the extinguishment of six per cent. interest and the principal so far as the same would reach in the payment thereof.

This defendant denies all allegations in said petition concerning said notes except as herein expressly alleged or admitted.

Third Defense and Set-off:

For a third defense and set-off to plaintiff's petition, this defendant alleges that in addition to the payments of which pretended indorsements are made upon said notes, the said defendant received and accepted as part payment upon said notes on the 16<sup>th</sup> day of May 1891 the sum of \$120<sup>00</sup> to be applied in payment of the sum due on said note, which payment the said plaintiff has wholly failed to indorse on said notes or either of them, or otherwise to credit this defendant for either in said petition or in any other manner.

Wherefore this answering defendant prays that he may go hence acquit of all the said plaintiff's claim against him except the residue after the deduction of the payments so made by him as aforesaid.

Cole & Bales, Howard C. Black,

Powell, Owen, Ricketts & Black

Attorneys for Thomas Jones, Defendant.

The State of Ohio.

Franklin County ss: |

Howard C. Black being sworn says that he is one of the Attorneys of the said defendant answering above and that the latter is a non-resident of and now absent from the said Counties of Franklin and Union, and that affiant believes the several statements contained in said answer to be true.

Howard C. Black.

Sworn to before me and subscribed in my presence  
 this - day of February, A. D. 1892.

(Seal)

Robert William, Notary Public

Entry  
6.3.12 Afterward, on the 11<sup>th</sup> day of February, 1892, an Entry was made on the Journal by the Clerk of said Court.

John Robinson  
vs. Journal 16, Page 135.

Thomas Jones et al.

This cause is continued with leave to plaintiff to file an Amended Petition by February 27<sup>th</sup>.

Amended  
Petition

6.3.12 Afterward, on the 26<sup>th</sup> day of February, 1892, an Amended Petition was filed with the Clerk of said Court, to wit:

John Robinson, Plaintiff  
vs. The State of Ohio,  
Union County ss:

Thomas Jones et al. Defendants. To the Court of Common Pleas.

The said John Robinson now comes, and by leave of the Court amends his petition and says:

First Cause of Action: That on the said 27<sup>th</sup> day of January 1877 the said Thomas Jones being then the owner of the real estate hereinafter described, executed and delivered to this plaintiff his mortgage deed of that date and thereby conveyed to the plaintiff the following described lands to wit: Situate in the County of Union and State of Ohio, and in Jerome Township, being part of a Survey of 470 acres in favor of Devin Jones and patented to John Kent.

Beginning at a stone in the Dublin road thence S. 38 $\frac{1}{2}$ ° - E. 83 poles to a stone; thence S. 51 $\frac{1}{2}$ ° - N. 208 poles thence N. 38 $\frac{1}{2}$ ° - N. 83 poles to a stone; thence N. 51 $\frac{1}{2}$ ° - E. 208 poles to the place of beginning containing 107 acres and 144 poles more or less.

Said mortgage deed was subject to the following condition which was contained therein to wit: "Provided always, and these presents are upon this condition, that if the said Thomas Jones shall pay or cause to be paid, unto the said John Robinson the following described note of hand, executed this day of four thousand dollars due on or before January 27<sup>th</sup>, 1877 with 8 per cent. interest from date annually, if the said Thomas Jones or any one for him shall well and truly pay the above promissory note according to the terms thereof, when the same becomes due, then these presents shall be void, and otherwise to be and remain in full force and virtue in law forever."

On the 30<sup>th</sup> day of January, 1877 the said mortgage was left with the Recorder of said County for Record, and was by him recorded in Volume 13 on Page 75 of his Records of Mortgages.

At the date of said mortgage the said Thomas Jones executed and delivered to the plaintiff his promissory note of that date for the sum and with the interest stated in said mortgage, and due and payable as therein set forth.

Subsequent to the record of said mortgage, to wit

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April 10<sup>th</sup>, 1883 the said Thomas Jones with his wife joining therein, by their deed duly executed and delivered, conveyed their equity of redemption in said land to the defendants Charles M. Jones and Albert N. Jones which conveyance was subject to the said mortgage. At the time of said conveyance no part of the principal of said note had been paid but the interest had been paid thereon to the 27<sup>th</sup> day of January, 1883; and as consideration for said conveyance said Charles M. and Albert N. Jones assumed and verbally agreed to pay the said mortgage indebtedness; and they have had the possession and use of said lands ever since the said conveyance and have paid the interest on said note to the 27<sup>th</sup> day of January, 1890, but have paid no part of the principal of said note or any interest since said last named date, and there is now due and unpaid of said mortgage indebtedness the sum of four thousand dollars with 8% interest annually from the 27<sup>th</sup> day of January 1890, and thereby the condition of said mortgage has been broken and the said mortgage deed become absolute.

Second Cause of Action: For further cause the plaintiff says, that on the 27<sup>th</sup> day of January 1877 the said Thomas Jones with his wife joining therein, executed and delivered to the plaintiff their other mortgage deed of that date, and thereby conveyed to the plaintiff the following described lands, situate in the said County of Union and State of Ohio, bounded and described as follows: Beginning at a hickory and two ashes N. 52 E. 208 poles crossing Sugar Run at 202 poles to two elms: thence S. 38 E. 90 poles to a stone in the Dublin road: thence S. 52 N. 208 poles to a stone: thence N. 38 W. 90 poles to the place of beginning containing 117 acres more or less and being part of Survey N<sup>o</sup> 51 E. 6 on the waters of Big Darby.

Said mortgage deed was subject to the following condition. "Provided always, and these presents are upon this condition, that if the said Thomas Jones shall pay, or cause to be paid, unto the said John Robinson the following described notes of hand, this day executed and delivered to the said John Robinson one note dated January 27<sup>th</sup>, 1877 calling for four thousand dollars due January 27<sup>th</sup>, 1879 with 8 per cent. interest from the 11<sup>th</sup> of September 1877 payable annually until paid.

Also one note dated January 27<sup>th</sup>, 1877 calling for two hundred and twenty-seven  $\frac{2}{3}$   $\frac{4}{100}$  dollars due January 27<sup>th</sup>, 1879 without interest until paid. If the said Thomas Jones or any one for him shall well and truly pay the above promissory notes according to the terms

thereof when the same becomes due then these presents shall be void, otherwise to be and remain in full force and virtue in law forever.

On the 30<sup>th</sup> day of January, 1877 the said mortgage was left with the Recorder of the said County of Union for record, and the same was by him recorded in Volume 13, on Page 73 of his Records of Mortgages.

At the date of said mortgage the said Thomas Jones executed and delivered to the plaintiff the notes mentioned in said mortgage and for the sums and with the interest therein stated, and due as therein set forth.

Subsequent to the record of said mortgage, to wit, on the 10<sup>th</sup> day of April 1883 the said Thomas Jones with his wife joining therein, by their deed duly executed and delivered, conveyed their equity of redemption in said mortgaged premises to the defendants, Charles M. Jones, and Albert N. Jones, but said conveyance was subject to the said mortgage indebtedness.

At the time of said conveyance no part of the principal on said note of four thousand dollars had been paid, but the interest on the same had been paid to January 27<sup>th</sup>, 1883 and as consideration for said conveyance, said Charles M. and Albert N. Jones assumed and verbally agreed to pay the said mortgage indebtedness; and they have had the possession and use of said lands ever since the said conveyance, and have paid the interest on said \$4000.<sup>00</sup> note to January 27<sup>th</sup>, 1888 but have paid no part of the principal of said note and no interest since the last named date.

There is now due and unpaid of said mortgage indebtedness the sum of four thousand dollars with 8% interest annually from the 27<sup>th</sup> day of January 1888 whereby the condition of said mortgage deed has been broken, and the same has become absolute.

Both the tracts of land in this petition described were conveyed by the same deed of conveyance, from said Thomas Jones and wife to the said Charles M. and Albert N. Jones; which deed is recorded in Volume 63 on Page 472 of the Records of Deeds for said County of Union.

The said Charles M. Jones is intermarried with Ida Jones, and the said Albert N. Jones is intermarried with Flora Jones, but said wives have no dower interest in said lands until after the said mortgage indebtedness is paid, but they are made parties that said lands may be sold free of their inchoate rights of dower.

The plaintiff says: that there is now due him upon the note and mortgage in his first cause of action set forth, the sum of four thousand dollars with 8% interest annually from the 27<sup>th</sup> day of January, 1890 and

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which sum and interest is the first and best lien on the lands in said first cause of action described. And that there is now due and unpaid on the note and mortgage in the second cause of action described, the sum of four thousand dollars with 8% interest from the 27<sup>th</sup> day of January 1888, and the same is the first and best lien on the lands in the second cause of action described, and that by reason thereof the plaintiff is entitled to have said mortgage foreclosed, and said lands sold to pay said mortgage indebtedness.

Plaintiff asks to dismiss Thomas Jones and his wife from this action without prejudice, and prays that an account may be taken of the money due on said mortgage indebtedness, and its lien and the priority thereof determined, and that said mortgages may be foreclosed and the said lands ordered to be sold to pay said mortgage indebtedness, and that said sales may be free of the dower of the said Ida Jones and Flora Jones, and for all such other and further relief as may be equitable and just and the nature of the case may require.

J. L. Cameron

Attorney for the Plaintiff

The State of Ohio,  
Union County ss:

John Robinson being first duly sworn says that the facts stated and allegations made in his foregoing petition are true as he believes.

John Robinson.

Sworn to before me and signed in my presence this 22<sup>nd</sup> day of February 1892.  
(Seal) John W. Brodrick  
Notary Public, Union County, Ohio

Afterward, on the 1<sup>st</sup> day of April, 1892, an Answer & Cross-Petition was filed with the Clerk of said Court. John Robinson, Plaintiff

vs.  
Thomas Jones et al. Defendants  
Answer of the defendants Charles M. Jones  
& Ida Jones his wife, Albert N. Jones  
& Flora Jones his wife, to the Amended  
Petition of the Plaintiff.

The defendants above named, for their answer to the amended petition of the said plaintiff filed herein, admit that the said Thomas Jones, on the 27<sup>th</sup> day of January 1877, being then the owner of the real estate in said petition described, executed and delivered to the plaintiff his mortgage of that date upon the said premises, but deny that he conveyed the same or any part thereof to the said plaintiff. They admit the recording of said mortgage as alleged in the petition. They deny that on the 10<sup>th</sup> day of April 1883, the said defendant

Answer  
& Cross  
Petition  
to  
Amended  
Petition

6312

Thomas Jones, or his wife, in any manner conveyed their equity of redemption in said lands to the defendant Charles M. Jones and Albert N. Jones or either of them, subject to said mortgage or in any other manner.

They deny that as consideration for any such conveyance said Charles M. Jones and Albert N. Jones, or either of them, assumed or verbally agreed or agreed in any other manner, to pay the said mortgage indebtedness.

They deny that no part of the principal of the said note or any interest since the 27<sup>th</sup> day of January 1890 has not been paid.

They deny that there is now due and unpaid of said mortgage indebtedness the sum of \$4000<sup>00</sup> with eight per cent. interest annually from the 27<sup>th</sup> day of January, 1890.

They further admit that on the 27<sup>th</sup> day of January, 1877, the said Thomas Jones with his wife joining therein, executed and delivered to the plaintiff their other mortgage deed of that date for land in said petition secondly described, but they deny that by such mortgage the said Thomas Jones and his wife, or either of them conveyed the said lands to the said plaintiff.

They deny that on the 10<sup>th</sup> day of April 1883, or at any other time, the said Thomas Jones with his wife joining, conveyed their equity of redemption in said mortgaged premises to the defendants, Charles M. Jones and Albert N. Jones subject to the said mortgage indebtedness or in any other manner.

They deny that as consideration for any such conveyance said Charles M. Jones and Albert N. Jones, or either of them assumed and verbally agreed to pay the said mortgaged indebtedness.

They deny that no part of the principal of said note secondly described in said petition has been paid and deny that no part of the interest thereon has been paid since the said 27<sup>th</sup> day of January, 1888.

They deny that there is now due and unpaid of said mortgage indebtedness the sum of \$4000<sup>00</sup> with eight per cent. interest annually from the 27<sup>th</sup> day of January 1888.

They admit that both the tracts of land in said petition described were conveyed by the same deed of conveyance from said Thomas Jones and wife to the said Charles M. and Albert N. Jones, which deed is recorded in Volume 63 on Page 472 of the Record of Deeds of said County of Union.

They deny that there is now due upon the note and mortgage in the plaintiff's first cause of action set forth, the sum of \$4000<sup>00</sup> with eight per cent. interest annually from the 27<sup>th</sup> day of January, 1890.

They admit whatever is actually and legally due either of principal or interest, upon the notes described in

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the plaintiff's petition is a first and best lien upon the lands therein described. They deny that there is now due and unpaid on the note and mortgage in the second cause of action described the sum of \$4000.00 with eight per cent. interest from the 27<sup>th</sup> day of January 1888.

First Defense & Cross-Petition:

For a first defense to the plaintiff's amended petition and as a counter claim thereto, these defendants allege that on the 1<sup>st</sup> day of July 1871 the said Thomas Jones was indebted to the plaintiff in the sum of \$5200. upon which sum, under a pretended and attempted agreement between them, the said Thomas Jones paid to the plaintiff interest at the illegal rate of ten per centum per annum until the date and time of execution of the two notes set forth in the plaintiff's petition to wit: the 27<sup>th</sup> day of January 1877.

That the said sum of \$5200. except so far as the same ought to have been but was not in form extinguished by the payment of the said unlawful interest at the rate of ten per cent. as aforesaid, remained unpaid upon said last named date, when the same entered into, became a part of, and was renewed and evidenced by the said notes so executed as alleged in the petition upon the last named date.

That upon said last named date, the said Thomas Jones was indebted to the said plaintiff in the sum of \$11370.00 (a part of which sum consisted of a renewal of the said sum of \$5200.00) except so far as it was diminished as aforesaid by unlawful and excessive interest, from which time the said Thomas Jones continued to pay to, which was accepted by the said plaintiff, ten per cent. interest upon said sum of \$11370.00 up to and until the 27<sup>th</sup> day of July 1881, at which time the said plaintiff agreed to and did accept the interest upon said sum at the rate of six per cent. per annum for a period not to exceed two years.

At the time of the execution of the said two notes for \$4000.00 each there was an attempted and pretended agreement between the said Thomas Jones and the said plaintiff that the former should pay to the latter upon the said notes interest at the rate of ten per cent. per annum which was done accordingly until, as already stated the 27<sup>th</sup> day of July, 1881.

That after the period expiration of the period not to exceed two years as stated above, from and after the 27<sup>th</sup> day of July 1881 the said Jones (Thomas) continued to pay to the said plaintiff eight per cent. interest upon said notes until the last payment of interest thereon, although, as is hereby alleged by said defendants there was due and collectible upon the sum due the plaintiff

interest only at the rate of six per cent. per annum, by reason of the illegality of the agreement to pay interest thereon which while the said notes are written and conditioned upon their face to bear interest at eight per cent. per annum, the contract really made and performed between these parties was to pay interest thereon at the rate of ten per cent. per annum.

These defendants say that there is only due and collectible from the said Thomas Jones upon the notes described in the petition, interest at the rate of six per cent. per annum, and that, in taking and stating the account prayed for in the plaintiffs there is due to him only such sum as may remain after all interest in excess of six per cent. interest has been applied in payment of lawful interest, and the principal named in said note that is, these defendants aver and maintain that in taking and stating such account all payments made on account of interest or made as upon interest, should be held to apply upon the principal of said note, and that the residue upon such accounting should represent and will represent the true amount and extent of the plaintiffs lien upon said lands by reason of such mortgage.

#### Second Defense & Counter-Claim:

These defendants say that on the 16<sup>th</sup> day of May 1891, there was paid to and accepted by the said plaintiff as payment upon the sum due him from the said Thomas Jones the sum of \$120<sup>00</sup> for which no credit is allowed in the plaintiffs petition.

#### Third Defense:

These defendants further allege that at the time of the conveyance by Thomas Jones to the defendants Charles M. and Albert N. Jones of the lands described in the petition, the consideration named in the deeds therefor was ascertained by estimating the said lands to be worth \$60<sup>00</sup> per acre, and by multiplying the number of acres in said land by the said sum of \$60<sup>00</sup>.

That the consideration for such conveyance was an undertaking by the said Charles M. and Albert N. Jones to assume possession and control of said lands, and out of the proceeds resulting to them therefrom to assist the said Thomas Jones in discharging his real indebtedness, but they allege that it was in no manner nor at any time, agreed between said parties or undertaken by said Charles M. or Albert N. Jones that they should assume or pay any more, or any greater sum, than the actual legal indebtedness of the said Thomas Jones.

They say that by reason of the premises the said Thomas Jones is a necessary party defendant hereto and

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they ask that he be made such party defendant.

The defendants therefore pray that an account be taken of the actual amount of the indebtedness of said Thomas Jones to the said plaintiff upon the basis of the facts stated hereinabove including the fact of the payment of unlawful and usurious interest to the said plaintiff, for which these defendants ask the benefit, as of payments upon the principal of said indebtedness, and for such other and further relief in the premises as to the Court may seem equitable and just.

Col<sup>y</sup> Bales<sup>y</sup>  
Powell, Owen, Ricketts<sup>y</sup> Black  
Attorneys for Defendants.

The State of Ohio,  
Franklin County ss: |

Selwyn Owen swears: I am one of the Attorneys of record of the answering defendants above named; that the latter are non-residents of and absent from both Union and Franklin Counties and that I believe the several facts stated in the foregoing answer to be true.

Selwyn N. Owen.

Sworn to and subscribed before me by said Owen this 11<sup>th</sup> day of May 1892.

(Seal) Robert L. Gilliam,  
Notary Public  
Franklin County, Ohio.

The State of Ohio,  
Franklin County ss: |

Charles M. Jones being first duly sworn on his oath says: that he is one of the defendants in the above entitled cause, and that the denials contained in the foregoing answer and cross-petition are true, as he verily believes.

C. M. Jones.

Sworn to before me and subscribed in my presence this 30<sup>th</sup> day of March A. D. 1892.

(Seal) J. T. Black, Notary Public.

The State of Ohio,  
Delaware County, ss: |

Thomas Jones being first duly sworn on his oath says: that he is one of the defendants in the above entitled cause, and that the denials contained, facts set forth and allegations stated in the foregoing answer and cross-petition are true, as he verily believes.

Thomas Jones.

Sworn to before me and subscribed in my presence this 30<sup>th</sup> day of March A. D. 1892.

(Seal) Henry H. Bucher, Notary Public  
in<sup>y</sup> for Delaware County, Ohio.

Entry  
6312  
Afterward, on the 4<sup>th</sup> day of April, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:  
John Robinson  
vs.  
Thomas Jones et al  
Journal 16, Page 148.

The Court not having convened the plaintiff dismissed Thomas Jones and Mariam Jones from this case and dismissed his action as to them and paid the costs.

Motion  
6312  
Afterward on the 4<sup>th</sup> day of April 1892, a Motion was filed with the Clerk of said Court, to wit:  
John Robinson Plaintiff  
vs.  
Thomas Jones et al. Defendants  
To the Court of  
Common Pleas,  
Union County, Ohio.

The plaintiff moves the Court for an order striking from the files the paper filed herein on the 1<sup>st</sup> day of April 1892 purporting to be an Answer & Cross-Petition and for grounds of his motion the plaintiff says: That the defendants from and after the 28<sup>th</sup> day of March 1892 were in default for pleading, and that no leave of the Court has been given to file any pleading.

J. L. Cameron,  
Attorney for Plaintiff.

Entry  
6312  
Afterward, on the 11<sup>th</sup> day of April, 1892, an Entry was made on the Journal by the Clerk of said Court.  
John Robinson  
vs.  
Thomas Jones et al  
Journal 16, Page 164.

This day came this cause on to be heard on the motion of the plaintiff to strike from the files the paper purporting to be an answer and cross-petition of defendant and filed April 1<sup>st</sup>, 1892. On consideration whereof the Court sustains said motion and said paper is ordered to be struck from the files.

Demurrer  
6312  
Afterward, on the 14<sup>th</sup> day of April 1892, a Demurrer was filed with the Clerk of said Court, to wit:  
John Robinson, Plaintiff  
vs.  
Thomas Jones et al. Defendants  
Union County,  
Common Pleas Court.

Demurrer for defect of parties. The defendants in this cause except those who have been dismissed or attempted to be dismissed therefrom and demurs to the amended petition of the plaintiff for the reason that there is a fatal defect of parties defendant herein in that Thomas Jones named in the amended petition herein is an indispensable party to the taking of the account prayed for therein.

Col<sup>l</sup> Bales  
Selwyn N. Owen  
Attorneys for Defendants.

Entry  
6312  
made on the Journal by the Clerk of said Court, to wit:  
John Robinson  
vs.  
Thomas Jones et al

the demurrer was sustained and the motion was overruled.

Entry  
6312  
was made on the Journal by the Clerk of said Court, to wit:  
John Robinson  
vs.  
Thomas Jones et al

of Thomas Jones and the demurrer was sustained and the motion was overruled.

Demurrer  
6312  
was filed with the Clerk of said Court, to wit:  
John Robinson, Plaintiff  
vs.  
Charles N. Jones

in the demurrer or counter petition. Third; counter petition and fourth; counter petition. That said claim is...

Entry  
1312

Afterward, on the 3<sup>d</sup> day of May, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

John Robinson  
vs.  
Thomas Jones et al

Journal 16, Page 181.

This day came this cause on to be heard upon the demurrer of the defendant to the amended petition and was argued and submitted. On consideration whereof the Court being fully advised in the premises does overrule said demurrer. To which ruling the defendants excepted.

Entry  
1312

Afterward, on the 4<sup>th</sup> day of May, 1892, an Entry was made on the Journal by the Clerk of said Court:

John Robinson  
vs.  
Thomas Jones et al

Journal 16, Page 184.

This cause was this day heard on the motion of Thomas Jones to be made a party with leave to answer on consideration whereof the Court overrule said motion to which ruling said Thomas Jones excepts.

Whereupon the defendants Charles M. and Albert N. Jones asked and had leave to file answer herein within 10 days from this date May 4<sup>th</sup>, 1892.

Demurrer

1312

Afterward, on the 8<sup>th</sup> day of June, 1892, a Demurrer was filed with the Clerk of said Court, to wit:

John Robinson, Plaintiff  
vs.  
Charles M. Jones and Albert N. Jones et al. Defendants

To the Court of Common Pleas Union County, Ohio.

The plaintiff demurs to the first defense set up in the answer of the defendants, and for grounds of demur says: That facts sufficient to constitute a defense or counter claim to the petition are not therein contained. Second: The plaintiff demurs to the first defense and cross-petition, and counter claim of the answer of the defendants, and for grounds of demur says: That facts sufficient to constitute a defense or counter claim, to the petition are not therein stated.

Third: The plaintiff demurs to the third defense and counter claim set up in the answer of the defendants, and for grounds of demur says: That facts sufficient to constitute a defense or counter claim to the petition are not therein stated.

Fourth: The plaintiff demurs to all the defendants answer and counter claims, except that part numbered, "Second defense and counter claim" and for grounds of demur says: That said answer except the said "Second defense and counter claim" does not contain facts sufficient to constitute a defense

or counter claim to the petition.

J. W. Robinson <sup>and</sup>

J. L. Cameron Attorneys for Plaintiff.

Entry

6312

Afterward, on the 24<sup>th</sup> day of June, 1892, an Entry was made on the Journal by the Clerk of said Court.

John Robinson

vs.

Charles M. Jones et al

Journal 16, Page 207.

This day came the parties by their Attorneys and this cause came on to be heard upon the demurrer to defendants Answer and was argued by counsel and submitted to the Court. On consideration whereof the Court being fully advised in the premises overrules said demurrer as to all matters except the third defense, and as to the said third defense said demurrer is sustained to which the defendants except.

Thereupon defendants asked and obtained leave of the Court to file an Amended Answer by the 1<sup>st</sup> day of August 1892 and cause continued.

Amended

Answer

& cross

Petition

6312

Afterward, on the 22<sup>nd</sup> day of July, 1892, an Amended Answer & cross-Petition was filed with the Clerk of Court.

John Robinson, Plaintiff

vs.

Thomas Jones et al. Defendants

Court of Common Pleas,  
Union County, Ohio.

The defendants Charles M. Jones and Ida his wife, Albert N. Jones and Flora his wife, now come by leave of Court heretofore herein given and for their answer to the amended petition of the said plaintiff filed herein, they admit that the said Thomas Jones on the 27<sup>th</sup> day of January 1877, being then the owner of the real estate in said petition described, executed and delivered to the plaintiff his mortgage of that date upon the said premises, but denies that he conveyed the same, or any part thereof to the said plaintiff. They admit the recording of said mortgage alleged in the petition.

They deny that on the 10<sup>th</sup> day of April 1883, or at any other time, the said defendants Thomas Jones, or his wife conveyed their equity of redemption in said land to the defendant Charles M. Jones and Albert N. Jones, or either of them, subject to said mortgage, or in any other manner.

They deny as consideration for any such conveyance said Charles M. Jones and Albert N. Jones, or either of them assumed or verbally agreed, or agreed in any other manner to pay the said mortgage indebtedness.

They deny the allegation of the plaintiff that no part of the principal of the said first described note, or any interest since the 27<sup>th</sup> day of January 1877 has been paid.

They deny that there is now due

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and unpaid of said mortgage indebtedness the sum of \$4000<sup>00</sup> with eight per cent. interest annually from the 27<sup>th</sup> day of January, 1890.

They further admit that on the 27<sup>th</sup> day of January 1877 the said Thomas Jones with his wife joining therein, executed and delivered to the plaintiff their other mortgage deed of that date for the land in said petition secondly described, but they deny that said by such mortgage the said Thomas Jones and his wife, or either of them, conveyed the said land to the said plaintiff.

They deny that on the 10<sup>th</sup> day of April 1883, or at any other time, the said Thomas Jones with his wife joining, conveyed their equity of redemption in said mortgaged premises secondly described, to the defendant, Charles M. Jones and Albert N. Jones subject to the said mortgage indebtedness or in any other manner.

They deny that as consideration for any such conveyance said Charles M. Jones and Albert N. Jones or either of them assumed and verbally agreed to pay the said mortgage indebtedness.

They deny the allegations of plaintiff that no part of the principal of said note secondly described in said petition has been paid, and deny that no part of the interest thereon has been paid since the date named.

They deny that there is now due and unpaid of said mortgage indebtedness the sum of \$4000<sup>00</sup> with eight per cent. interest annually from the 27<sup>th</sup> day of January, 1888.

They admit that both the tracts of land in said petition described were conveyed by the same deed of conveyance from said Thomas Jones and wife to the said Charles M. and Albert N. Jones which deed is recorded in Volume 63, on page 472 of the Record of Deeds of said County of Union.

They deny that there is now due upon a note and mortgage in the plaintiff's first cause of action set forth the sum of \$4000<sup>00</sup> with eight per cent. interest annually from the 27<sup>th</sup> day of January, 1890.

They admit that whatever has not been paid, and is actually and legally due, either of principal or interest upon the notes described in the plaintiff's petition are a first and best lien upon the lands therein described.

Further answering the plaintiff's amended petition the defendants allege that on the first day of July 1877 the said Thomas Jones was indebted to the plaintiff in the sum of \$5200<sup>00</sup> upon which sum, under a pretended and attempted agreement between them, the said Thomas Jones paid to the plaintiff interest at the illegal rate of ten per cent. per annum, until the date and time

of execution of the two notes set forth in the plaintiff's petition to wit: the 27<sup>th</sup> day of January, 1877. That said sum of \$5200.<sup>00</sup> except so far as the same ought to have been but was not in form extinguished by the payment of the said unlawful interest at the rate of ten per cent. aforesaid remained unpaid upon said last named date, when the same entered into, became a part of and was renewed and evidenced by the said notes so executed as alleged in the petition on the last named date.

That upon the latter date, the said Thomas Jones was indebted to the said plaintiff in the sum of \$11370 (less the payment of illegal interest as aforesaid) a part of which sum consisted of a renewal of the said sum of \$5200. except so far as it was diminished as aforesaid by unlawful and excessive interest, but which unlawful interest was not, as it should have been, deducted from said sum, from which time the said Thomas Jones continued to pay to, which was accepted by, the said plaintiff, ten per cent. interest upon said sum of \$11370 as the assumed amount of the indebtedness to the latter, up to and until the 27<sup>th</sup> day of July, 1881, at which time the said plaintiff agreed to and did accept the interest upon said sum at the rate of six per cent. per annum for a period not to exceed two years.

At the time of the execution of the said two notes for \$4000.<sup>00</sup> each there was an attempted and pretended agreement between the said Thomas Jones and the said plaintiff that the former should pay to the latter upon the said notes interest at the rate of ten per cent. per annum, which was done accordingly until as already stated, the 27<sup>th</sup> day of July, 1881.

After the expiration of the period not to exceed two years as stated above from and after the 27<sup>th</sup> day of July 1881, the said Thomas Jones continued to pay to the said plaintiff eight per cent. interest upon said note until the last payment of interest thereon although, as is hereby alleged by said defendants there was due and collectible upon the sum due the plaintiff, interest only at the rate of six per cent. per annum, by reason of the illegality of the agreement to pay interest thereon, which while the said notes are written and conditioned upon their face to bear interest at eight per cent. per annum, the contract really made and performed between these parties was to pay interest thereon at the rate of ten per cent. per annum.

These defendants say that there is only due and collectible from the said Thomas Jones upon the notes described in the petition interest at the rate of six per cent. per annum and that only upon the sum actually and legally constituting the principal and the true principal of said notes and that in taking and stating the account

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prayed for in the plaintiff's petition there is due to him only such sum as may remain after all interest in excess of six per cent. has been applied in payment of lawful interest, and the principal named in said notes, that is, these defendants aver and maintain that in taking and stating such account all payments made on account of interest, or made as upon interest, should be held to apply upon the principal of said notes and that the residue due upon such accounting should represent and will represent the true amount and extent of the plaintiff's lien upon said land by reason of such mortgage.

At the time of the said conveyance by Thomas Jones to the defendants Charles C. and Albert N. Jones of the land described in the petition, the land itself as distinguished from the equity of redemption was conveyed and the consideration named in the deed therefore was ascertained by estimating the said land to be worth \$60. per acre, and by multiplying the number of acres in said land by the said sum of \$60. Such conveyance was by unconditional grant with the usual covenants of warranty and covenants against all incumbrances and wholly without reservation or condition.

The consideration for such conveyance was an undertaking by the said Charles M. and Albert N. Jones with the said Thomas Jones to take the title to, and assume possession, ownership and control of the said lands on the terms of holding, using or disposing of the same for the benefit of the said Thomas Jones and out of the proceeds resulting to them therefrom to pay and discharge his real indebtedness which he owed to divers and many creditors including the said plaintiff; but they allege that it was in no manner, nor at any time, agreed between said parties or undertaken by said Charles M. or Albert N. Jones that they or either of them should assume or pay any more, or any greater sum, than the actual legal indebtedness of the said Thomas Jones.

These defendants became and were by such undertaking the trustees of said land for said Thomas Jones and all his said creditors and have in good faith proceeded with the execution of said trust by the payment and assumption of debts due to said creditors amounting in all to about the sum of \$4000. from which the said Thomas Jones has been and is released and discharged and the sum last named is so much in excess of all moneys paid by these defendants to the said plaintiff in the like execution of the said trust.

On the 16<sup>th</sup> day of May, 1891, there was paid to and accepted by the said plaintiff as payment upon the sum due him from the said Thomas Jones the sum of

\$120.00 for which no credit was ever given or allowed by the plaintiff. These defendants deny all and singular the averments of the petition not herein heretofore admitted or specifically denied.

The defendants further say that the said Ida Jones and Flora Jones, as the wives respectively of the said Charles M. and Albert N. Jones, are each invested with an inchoate right of dower in the premises described in the petition, that they never have in any manner or in any form divested themselves by conveyance or otherwise of such interest; that they have never done any act to estop them from asserting an interest in said premises by reason of said dower right and that such right is a present tangible and available interest in them of which they are entitled to be invested out of the proceeds of the sale of said land as against every adverse interest and claim except the sum which is actually due to the said plaintiff after all illegal interest and all interest beyond six per cent. has been computed and allowed upon the principal actually due the said plaintiff from the said Thomas Jones. Ida is aged 37 years; said Flora is aged 31 years.

The defendants join in the prayer of the plaintiff's petition and ask that an account be taken of the actual amount of the indebtedness of said Thomas Jones to the said plaintiff upon the basis of the facts stated herein before including the fact of the payment of unlawful and usurious interest to the said plaintiff for which these defendants ask the benefit, as for payments upon the principal of said indebtedness.

They further pray that the said dower interest of the said Ida and Flora Jones be protected and secured to them out of the proceeds of said land and for such other and further relief in the premises as to the Court may seem equitable and just.

Cole & Bales  
by Selwyn N. Owen  
Attorneys for Defendants.

The State of Ohio,  
Madison County ss:

Charles M. Jones being first duly sworn on his oath says: That he is one of the defendants in the above entitled cause of action, and that the facts stated and denials contained in the foregoing amended answer and cross-petition are true as he verily believes.

Charles M. Jones.  
Sworn to and subscribed in my presence this 9<sup>th</sup> day of July 1892.

Howard S. Black, Notary Public.

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Reply

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Reply

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Afterward, on the 5<sup>th</sup> day of September, 1892, a Reply was filed with the Clerk of said Court, to-wit:

John Robinson, Plaintiff  
vs.  
Charles M. Jones and Albert N. Jones et al. Defendants

In the Court of Common Pleas  
Union County, Ohio.

The plaintiff for reply to the amended answer of the defendants says:

That early in the year 1881 he was informed by the said Charles M. and Albert N. Jones and their father, that said Charles M. and Albert N. Jones had assumed the payment of the notes owing by the said Thomas Jones to plaintiff, and that in consideration thereof they, the said Charles and Albert were to have the land which was mortgaged to secure said notes.

At that time land was advanced in value and ready sale, but interest on money was low. The said Charles and Albert then notified the plaintiff, that unless he would enter into a new agreement with them in regard to interest, and give more favorable terms they would pay off the plaintiff and place their loan elsewhere, that they could borrow money of eastern loan companies at six per cent, and that if the plaintiff would not take that sum as interest they would pay him off, but if he would enter into a writing to accept his interest at six per cent, they would continue the loan.

Thereupon the plaintiff relying upon the statement of the defendants that they had assumed the payment of the money aforesaid, and in order to keep his money at interest, and in order to satisfy them, entered into a new agreement with the said Charles and Albert, whereby they agreed to continue the said loan for an indefinite period of time, and the plaintiff agreed to let them keep the money at the rate of six per cent, interest, and in pursuance of the said agreement the plaintiff executed and delivered to the said Charles M. Jones for himself and his brother Albert the following paper writing, to-wit:

" On and after the 27<sup>th</sup> day of July, 1881 I agree to take interest at the rate of six per cent, on the following described notes made and signed by Thomas Jones January 27<sup>th</sup>, 1877.  
" One note dated January 27<sup>th</sup>, 1877, calling for Four thousand dollars;  
" One note dated January 27<sup>th</sup>, 1877, calling for Four thousand dollars;  
" One note dated January 27<sup>th</sup>, 1877, calling for nineteen hundred and fifty-two  $\frac{3}{4}$   $\frac{7}{16}$  dollars.  
" One note calling for Fourteen hundred and seventeen  $\frac{3}{4}$   $\frac{7}{16}$  making in all the four notes \$11370.<sup>00</sup> interest to become due January 27<sup>th</sup>, 1883, and to be paid annually thereafter.  
" John Robinson. "

The said Charles and Albert Jones took the said agreement and afterward paid off the notes of \$1952.<sup>76</sup> and \$1417.<sup>72</sup> which were secured by mortgage on other lands, and said notes were delivered and said mortgage released and as to them the transaction was and is fully ended.

Afterward said Charles and Albert having secured the deed from their father for the lands described in the petition and lands having depreciated in value while the demand for money had increased, the said Charles and Albert entered into a new agreement with the plaintiff, whereby they agreed to pay the plaintiff 87 interest on the notes mentioned in the petition and plaintiff agreed to continue the loan and they delivered up to the plaintiff the said writing herein set forth and pursuant to said new agreement the said Charles and Albert continued to pay the interest on said two notes described in the petition and the plaintiff continued the loan to them.

About the year 1887 the said Charles and Albert notified the plaintiff that they had arranged between them that said Charles was to have what is known as the "Mahaffery farm" being the tract first described in the petition and he was to pay off the mortgage on that and that in the future each would pay the interest on his own loan but no deed passed between them. The notes being for the same amount and of the said date they could not be distinguished but Charles selected one of them and thereafter paid the interest on it up to the date mentioned in the petition, to wit; January 27<sup>th</sup>, 1890, and afterwards to wit, on the 16<sup>th</sup> day of May 1891 the said Charles paid the interest on the note first named in the petition the sum of \$120<sup>00</sup> for which a separate receipt was given but by inadvertance it was not set up as a credit in the amended petition but should be credited therein.

The plaintiff says that by reason of the premises he was induced to continue the said loan of money and not to demand payment of the sum in the year 1881 or at any other time so long as the said Charles and Albert paid their interest and was induced to treat it as a new loan to them and that neither they or said Thomas Jones ever mentioned any such thing as they being trustees or holding the land in any other capacity than as owners thereof in fee simple as the deeds would import and that while they were paying interest they were also securing the use of said lands and are still securing the rent and profits of said lands and treating it as their own, and that by reason of the premises they are and ought to be estopped from denying that they made said loan their own and from making the plea of usury set up in their amended answer.

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payment of the notes named in the petition it became purchase money and as against the same no right of dower legal or equitable attached in favor of said Ida and Flora Jones until after the satisfaction of said mortgages.

The plaintiff denies each and every allegation and averment in said amended answer contained and not herein or in the amended petition admitted. Plaintiff prays as he has already prayed in his amended petition.

J. W. Robinson  
and J. L. Cameron, Attorneys for Plaintiff.

The State of Ohio  
Union County ss.

John Robinson, plaintiff, being first duly sworn says that the facts stated and the allegations made in his foregoing reply are true as he verily believes.

John Robinson.

Sworn to before me and signed in my presence this 6<sup>th</sup> day of September, 1892.

(Seal) R. Mileroy, Clerk of Court.

Entry

Afterward, on the 24<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court.

John Robinson  
or  
Thomas Jones et al  
Journal 16, Page 306.

This day came the parties and their Attorneys and this cause came on for hearing upon the pleadings, exhibits and evidence, and was argued by counsel and submitted to the Court.

On consideration whereof the Court finds that the note in the first cause of action in the amended petition described was executed for the amount, and at the date in said cause of action set forth, and at the rate of interest therein stated, and was secured by mortgage, conditioned and recorded as set forth in said amended petition and upon the lands therein described.

That the note in the second cause of action was executed for the amount and at the date in said amended petition set forth and was secured by mortgage conditioned and recorded as therein stated and upon the lands therein described.

That subsequent to the execution of the said notes and mortgages, to wit: On the 10<sup>th</sup> day of April 1883 the said Thomas Jones and wife conveyed all their interest to said lands to the said Charles M. Jones and Albert N. Jones. At the time of said conveyance the said Thomas Jones had only an equity of redemption in said lands and the amount then due upon each of said notes was \$4000.<sup>00</sup> with interest at 8% from January 27<sup>th</sup> 1883.

Both said tracts of land were conveyed by the same deed and at the time of receiving said conveyance the said Charles M. Jones and Albert N. Jones had full knowledge of the existence of both said notes and mortgages and knew the amount of the same, and knew that said Thomas Jones had only an equity of redemption in said lands.

And as consideration for the said conveyance and as part of the purchase money for said lands the said Charles M. Jones and Albert N. Jones assumed and agreed to pay the said mortgage indebtedness to wit: the notes in the petition described.

The said Charles M. Jones and Albert N. Jones took possession of said lands and have had the use and enjoyment of them ever since, and they notified the plaintiff that they had assumed the payment of said notes and they continued to pay the interest on the same from year to year until the time stated in the amended petition.

The Court finds the equity of the case to be with the plaintiff, and that there is due the plaintiff from the defendants Charles M. Jones and Albert N. Jones upon the note in the first cause of action in the amended petition described including interest to this date the sum of \$4821.<sup>75</sup> and that the condition in the first cause of action set forth has been broken and the plaintiff is by reason thereof entitled to have it foreclosed.

The Court further finds that there is due the plaintiff from the said Charles M. Jones and Albert N. Jones upon the note in the second cause of action set forth the sum of \$5597.<sup>50</sup> which sum includes interest to this date.

The Court finds that the condition of the mortgages in the said second cause of action described has been broken and the plaintiff is entitled to have the same foreclosed.

The Court finds that in assuming the payment of said notes and mortgages they become purchase money and that plaintiff's said claim is prior to any dower rights of the said Ida or Flora Jones.

It is therefore considered ordered and decreed by the Court that unless the said Charles M. Jones and Albert N. Jones shall within five days pay or cause to be paid unto the said John Robinson the said sum of four thousand eight hundred and twenty-one <sup>75</sup>/<sub>100</sub> dollars with 8 per cent. interest from this date and to the clerk of this Court the cost of this proceeding, then that an order issue to the Sheriff of this County commanding him to appraise, advertise, and sell the lands in the first cause of action in the amended petition described and apply the proceeds to payment of the said sum so found due upon the note in the first cause of action described. And it

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Petition

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is further decreed that unless the said Charles M. Jones and Albert N. Jones shall within five days from this date pay to said plaintiff the further sum of \$3597.<sup>20</sup> with 8% interest from this date then that an order issue to the Sheriff of said County of Union commanding him to appraise, advertise and sell the lands in the second cause of action in the amended petition described and apply the proceeds of said sale to the payment of the said last named sum so found due upon the second cause of action in the petition. And it is ordered that said sales be made free of the dower of the said Ida and Flora Jones.

It is ordered that the defendant Charles M. Jones and Albert N. Jones pay the costs of this proceeding except  $\frac{1}{2}$  of the Stenographers, one-half of which is adjudged against the plaintiff by agreement.

To all the findings, orders and judgments aforesaid the defendants at the time duly excepted and filed herein their motion for a new trial of this cause upon the grounds stated therein which motion was by the Court overruled to which the said defendants at the time duly excepted. And also at the time gave notice of their intention to appeal this cause to the Circuit Court of this County and requested the Court to fix the penalty of an undertaking for appeal which the sum fixes at the sum of \$1500.<sup>00</sup>

Attest  
 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 April, to wit, on the 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 14<sup>th</sup> day of May, 1892, M. J. Haines et al filed in the Clerks Office of the said Court of Common Pleas the following Petition against Joshua Trutt, to wit:

M. J. Haines  
 W. M. Haines, Plaintiffs

Court of Common Pleas,  
 Union County, Ohio.

vs.  
 Joshua Trutt, Defendant  
 First Cause of Action:

Petition

6385-

The plaintiffs say there is due them from

The defendant for rent of tile factory for one year from April 1<sup>st</sup>, 1889 to April 1<sup>st</sup>, 1890 \$630.<sup>00</sup> with interest at 6% from April 1<sup>st</sup>, 1890 as shown by contract a copy hereto attached and marked "A" and made part hereof. Said plaintiffs say they have performed all the conditions of said contract as set out therein by them to be performed except taking said engine to the Huber Manufacturing Company of Marion Ohio, which by an agreement with said defendant with plaintiffs was taken to Richwood, Ohio, and that the same was taken by said defendant to Richwood and over-hauled thoroughly until said engine was pronounced in good order and that the change was made from the Huber Manufacturing Co. of Marion Ohio to Richwood by the knowledge and consent of said defendant.

Wherefore the plaintiff asks judgment against said defendant in the sum of \$710.<sup>50</sup> and interest at 6% from the 14<sup>th</sup> day of May, 1892.

Second Cause of Action: The plaintiffs say there is due them from the defendant for rent of tile factory for one year from April 1<sup>st</sup>, 1890, to April 1<sup>st</sup>, 1891 \$630.<sup>00</sup> and interest at 6% from April 1<sup>st</sup>, 1891, as shown by contract, a copy of which is hereto attached marked "A." and made part hereof.

Said plaintiffs say that all the conditions of said contract have been complied with by them to be performed as set out in the first cause of action herein.

Wherefore plaintiffs ask judgment against said defendant in the sum of \$672.<sup>45</sup> with interest at 6% from May 14<sup>th</sup>, 1892.

Third Cause of Action: The plaintiffs say there is due them from the defendant for rent of tile factory for one year from April 1<sup>st</sup>, 1891 to April 1<sup>st</sup>, 1892 \$630.<sup>00</sup> and interest at 6% from April 1<sup>st</sup>, 1892 as shown by contract, a copy of which is hereto attached and marked "A." and made part hereof.

Said plaintiff say that all the conditions of said contract have been complied with by them to be performed as set out in the first cause of action herein.

Wherefore plaintiff asks judgment against this defendant in the sum of \$631.<sup>57</sup> and interest at 6% from May 14<sup>th</sup>, 1892.

Fourth Cause of Action: The plaintiffs say there is due them from the defendant the sum of \$228.<sup>90</sup> as interest at 6% from April 1<sup>st</sup>, 1889 for wood and tile furnished this defendant by these plaintiffs at said defendants request as follows (wood \$212.<sup>00</sup>) tile (\$16.<sup>90</sup>)

Wherefore plaintiffs ask judgment against this defendant in the sum of \$280.<sup>92</sup> and interest at 6% from the 14<sup>th</sup> day of May, 1892.

W. T. Hoopes,

Attorney for Plaintiff.

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State of Ohio,  
Union County ss:

M. J. Haines being sworn says she believes true,  
the foregoing petition, as she believes true.

Margaret J. Haines.  
Sworn to and subscribed before me this 14<sup>th</sup> day  
of May 1892. (Seal) W. W. Merchant, Notary Public.

Article of Agreement by and between M. J. Haines and  
William M. Haines of the first part and Joshua Pruitt  
of the second part witnesseth: That the said first parties  
for the consideration hereinafter expressed hereby agree to  
lease their tile factory at Ryhalla for the term of three  
years to the said second party. The said first  
party is to take the engine to The Huber Manufacturing  
Company at Marion, Ohio, to be thoroughly overhauled  
until it is pronounced in good condition, the said  
party is also to rebuild the tile kiln on the down draft  
principal with a capacity of 700 rods of all grades of tile  
under the supervision of said second party, said engine  
to be in readiness by May 1<sup>st</sup>, 1889 and the tile kiln by  
April 15<sup>th</sup>, 1889, said party is also to put up a temporary  
shed over the crusher and mud pit. The said first  
party also agrees to furnish a well that will give plenty  
of water to make the tile and run the engine.

In consideration of the above agreement the said  
second party agrees to take charge of and superintend said  
factory making an average of not less than three  
thousand dollars worth of tile per year for three years  
at selling prices of which thirty-seven per cent. shall be  
deducted for expenses and one-third of the remainder  
paid said first party as rent for the use of said factory.

But if said second party shall make \$3500. worth  
of tile said discount shall be 35 per cent., if \$4000. or  
more 33<sup>3</sup>/<sub>4</sub> per cent. for expenses and one-third of the re-  
mainder shall be paid said first party for the use of  
said factory said payment to be made in cash or accep-  
table notes.

M. J. Haines

Wm. M. Haines

Joshua Pruitt

And, at the same time, said M. J. Haines et al filed  
the following Praecipe, in the words and figures following:  
To Clerk:

Issue Summons on the above parties directed to  
the Sheriff of Union County, Ohio, indorsed: Action for  
Money, amount \$2294.<sup>71</sup> with interest at 6% from May 14<sup>th</sup>  
1892; returnable according to law.

W. J. Cooper, Attorney.

Summons

And thereupon on the 14<sup>th</sup> day of May, A. D. 1892, a  
Summons in the following words and figures was issued  
in said cause indorsed as follows.

6385

The State of Ohio,  
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Joshua Truitt  
that he has been sued by M. J. Haines & W. M. Haines in  
the Court of Common Pleas of Union County, and must  
answer by the 11<sup>th</sup> day of June 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  
23<sup>rd</sup> day of May A. D. 1892.

Witness my hand and the seal of said Court, this  
14<sup>th</sup> day of May A. D. 1892.

R. M. Crory, Clerk.

Sheriff's  
Return

Afterward on the 23<sup>rd</sup> 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:

Ser. & Return	30
Mileage	2 00
Copy	20
Total	2 50

The State of Ohio

Union County

Sheriff's Return.

Received this writ May 14<sup>th</sup>, A. D. 1892  
at 1 o'clock P. M. and served same by delivering  
a true copy with the indorsements thereon to the within  
named defendant Joshua Truitt on May 21<sup>st</sup>, 1892.

Thomas Martin, Sheriff  
Per T. A. M.

Demurrer

6385

Afterward, on the 21<sup>st</sup> day of June 1892, a Demurrer  
was filed with the Clerk of said Court, to wit:  
M. J. Haines, Plaintiff

vs.

Joshua Truitt, Defendant.

Court of Common Pleas,  
Union County, Ohio.

The defendant demurs to the plaintiff's petition  
and for cause says said petition does not state facts suf-  
ficient to constitute a cause of action.

1<sup>st</sup> The written contract made a part of the petition  
shows a co-partnership and not a leasing of the tile  
mill for any given sum and therefore an action for  
rent or damage is not maintainable in the manner al-  
leged in said petition.

2<sup>nd</sup> The said petition does not show what amount of  
tile plaintiff claims defendant made and how much would  
be the share of plaintiff for the use of said mill under  
said written agreement.

Robinson & Woodburn,  
Attorneys for Defendant.

Amended  
Petition

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Afterward, on the 10<sup>th</sup> day of December, 1892, an Amended  
Petition was filed with the Clerk of said Court, to wit:

Amended  
Petition

M. J. Cairnes<sup>74</sup>  
W. M. Cairnes Plaintiff  
vs.

Court of Common Pleas,  
Union County, Ohio.

6385-

Joshua Truitt, Defendant

First Cause of Action: The plaintiffs say that on April 1<sup>st</sup>  
1889 they entered into a contract with this defendant for  
the rent of their tile factory at Byhalia, Union County, Ohio.

That by the terms of said contract said defendant  
was to take said tile factory and run and manage the  
same for a period of three years from May 1<sup>st</sup>, 1889 for which  
said defendant was to pay these plaintiffs the sum of \$630<sup>00</sup>  
per annum for said factory. Said plaintiffs say that  
said defendant did take said tile factory into his possess-  
ion and managed and controlled the same for the term  
of three year from May 1<sup>st</sup>, 1889 under said contract.

Said plaintiffs say that there is due them on  
said contract from said defendant for rent of said  
property for the year ending May 1<sup>st</sup>, 1890 the said  
sum of \$630<sup>00</sup> with interest at 6% from May 1<sup>st</sup>, 1890.

Wherefore plaintiffs ask judgment against said  
defendant for the sum of \$710<sup>00</sup> and interest at 6% from  
the 14<sup>th</sup> day of May, 1892.

Second Cause of Action: The plaintiffs say that on  
April 1<sup>st</sup>, 1889 they entered into a contract with this  
defendant for the rent of their tile factory at Byhalia  
Union County, Ohio.

That by the terms of said con-  
tract said defendant was to take said tile factory and  
run and manage the same for a period of three years  
from May 1<sup>st</sup>, 1889 for which said defendant was to pay  
these plaintiffs the sum of \$630<sup>00</sup> per annum for said  
factory said plaintiffs say that said defendant did take  
said tile factory into his possession and managed and  
controlled the same for the term of three years from May 1<sup>st</sup>,  
1889 under said contract.

Said plaintiffs says that  
there is due them on said contract from said defendant  
for rent of said factory for the year ending May 1<sup>st</sup>, 1891  
the said sum of \$630<sup>00</sup> with interest at 6% from May 1<sup>st</sup>,  
1891.

Wherefore plaintiff ask judgment against  
said defendant for the sum of \$672<sup>00</sup> with interest at 6%  
from May 14<sup>th</sup>, 1892.

Third Cause of Action: The plaintiffs say that on April  
1<sup>st</sup>, 1889 they entered into a contract with this defendant  
for the rent of their tile factory at Byhalia, Union County  
Ohio.

That by the terms of said contract said defend-  
ant was to take said tile factory and run and manage  
the same for a period of three years from May 1<sup>st</sup>, 1889  
for which said defendant was to pay these plaintiffs

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the sum of \$630<sup>00</sup> per annum for rent of said factory.  
 Said plaintiffs say that said defendant did take said tile factory into his possession and managed and controlled the same for the term of three years from May 1<sup>st</sup>, 1889, under said contract said plaintiffs say that there is due them on said contract from said defendant for rent of said factory for the year ending May 1<sup>st</sup>, 1892 the said sum of \$630<sup>00</sup> with interest at 6% from May 1<sup>st</sup>, 1892. Wherefore plaintiffs ask judgment against said defendant for the sum of \$631<sup>57</sup> and interest at 6% from the 14<sup>th</sup> day of May 1892.

Fourth Cause of Action: The plaintiffs say there is due them from this defendant the sum of \$228<sup>90</sup> and interest at 6% from April 1<sup>st</sup>, 1889 for wood and tile furnished this defendant by these plaintiffs at said defendant's request as follows: wood \$212<sup>70</sup>; tile \$16<sup>20</sup>; Total \$228<sup>90</sup>.

Wherefore plaintiffs ask judgment against this defendant in the sum of \$228<sup>97</sup> and interest at 6% from the 14<sup>th</sup> day of May 1892.

W. J. Hooper,

Attorney for Plaintiff.

State of Ohio,  
 Union County, ss:

M. J. Baines being sworn says the allegations of the foregoing petition are as she believes true.

M. J. Baines.

Sworn to and subscribed in my presence this 10<sup>th</sup> day of December 1892.

John M. Brodrick,

(Seal)

Notary Public, Union Co. O.

Answer

Afterward, on the 9<sup>th</sup> day of January, 1893, an Answer was filed with the Clerk of said Court, to wit:

6385-

M. J. Baines & Others

vs.

Court of Common Pleas,

Joshua Smith Dep.

Union County, Ohio.

The said defendant for answer says he denies that he executed the contract described in said petition and denies that he used or held possession of said tile factory and managed and controlled the same for three years from May 1<sup>st</sup>, 1889 and denies that he is indebted to the plaintiffs for the use or rent of said tile factory and denies that he received in wood the value of two hundred and twelve <sup>70</sup>/<sub>100</sub> dollars and denies that he received tile of the value of sixteen dollars but he admits he received the value of \$173<sup>60</sup> in wood and \$15<sup>00</sup> in tile which was unburnt and he sold \$3<sup>00</sup> of old tile making a credit of \$18<sup>00</sup> for tile to plaintiff.

For a second defense to said petition the defendant says that about the 15<sup>th</sup> of March, 1889 plaintiff and defendant entered into a written agreement whereby and wherein the defendant in consideration hereinafter mentioned agreed with plaintiffs that he would lease from plaintiffs their

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tile factory at Byhalia for the term of three years and take charge of the same and superintend said factory making not less than three thousand dollars worth of tile per year at selling prices and after deducting 37 per cent. for expenses the defendant would pay as rent therefor one third of the balance in cash or acceptable notes at defendant's option. That said promise on defendant's part was in consideration and the condition that plaintiffs in said written agreement promised the defendant that they would by the first day of May 1889 have the engine belonging as a part of said factory thoroughly overhauled by the Huber Manufacturing Company at Marion, Ohio at their shops in said city and have it in good condition and capacity to run said machinery of said factory and manufacture three thousand dollars or more in value during each season for manufacturing tile and that they would by the 15<sup>th</sup> day of April 1889 rebuild the tile kiln with a down draft kiln with a capacity of seven hundred rods of tile of all grades and they would construct over the crusher and mud pit a shed and would furnish a well with water sufficient to manufacture said tile and run said engine.

That defendant relying on said promises by said plaintiffs as aforesaid moved upon said premises about the 17<sup>th</sup> day of April 1889 and was ready and willing to proceed in the manufacturing of tile but no preparations had been made by plaintiff to enable him to do so and they failed and neglected to have said engine repaired and overhauled by said Huber Manufacturing Company and never had the same done, and did not deliver said engine in a suitable condition at any time, but did about the 10<sup>th</sup> of June 1889 when the plaintiffs claimed the engine was in good repair, safe and having capacity to manufacture said tile during the manufacturing season and under said representations the defendant not waiving his right to have it put in safe and good condition with said capacity, did on or about the 10<sup>th</sup> of June 1889 commence the manufacture of tile at said factory.

That plaintiffs did not have the tile kiln rebuilt until the 12<sup>th</sup> of June 1889 and then it had a capacity of only about 600 rods of average grades and not exceeding that capacity. The plaintiffs never built said shed but the defendant did the same.

The plaintiff did not furnish any pump for the well and defendant furnished one (which is still in the well) at a cost of six dollars.

The defendant says that on the trial of said engine he found it was defective and had not the power to run said machinery at a safe pressure of 80 pounds and was compelled to put it to 110 pounds pressure to run the machin.

try and then was insufficient to run it properly and of this fact defendant notified the plaintiffs and the plaintiffs requested defendant to go ahead and try the engine and he would look around and see if they could get a sufficient engine but they never furnished any other engine.

That about the -- day of July, 1889 said engine broke down and defendant notified plaintiffs and they and defendant had Gill Bros. to come and repair the same and defendant paid the expense thereof amounting to \$7.<sup>00</sup>

The said engine after said last mentioned repair was still defective, unsafe and lacking power as before and could not run the machinery to manufacture said tile in quantities to make the amount required or to be profitable to run the machinery and the defendant failing to be able to induce plaintiffs to furnish an engine, safe and with said capacity and power on the 26<sup>th</sup> of May 1890 defendant notified plaintiffs in writing that he would abandon the said factory (unless they would comply with their contract) and premises aforesaid within ten days and in February previous had given the same notice verbally but plaintiffs still failed to make any effort to comply with said notice and therefore the defendant did not use said factory after that date and did not claim any rights thereunder as plaintiffs well knew and he by reason of their said neglect and refusal had good and legal right to so abandon the same.

3<sup>d</sup>. The defendant as a third defense says that he used said machinery and engine with care, diligence and great expense and was able by such care and diligence to manufacture tile after the engine was received June 10<sup>th</sup>, 1889 only sixteen hundred  $\frac{3}{4}$   $\frac{7}{10}$  dollars in value of tile up to the 10<sup>th</sup> of October 1889 which ended the season of the year in which tile could be made and that the expense per rod was largely increased by said defects in said engine by reason of the fact that to manufacture tile a set of five hands - one engineer, one shoveler, one cutter, one off-bearer and one dirt hauler are needed to run the machinery and by reason of said defective engine much time was lost for want of keeping the hands busy and the defendant was largely damaged thereby and he says his failure to manufacture three thousand dollars worth of tile was caused by the failure of plaintiff to comply with their said agreement as before stated and he says he should have a reduction of the rent of that year that he occupied said mill one-half

4<sup>th</sup> For a fourth defense the defendant says the said plaintiffs are indebted to him for work and labor and cash paid on account as stated in his account hereto attached done and furnished at plaintiffs request the sum of one hundred and ninety six  $\frac{3}{4}$   $\frac{7}{10}$  dollars for which sum

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5<sup>th</sup>. The defendant says the plaintiffs never made any demand upon him for cash or notes for any sum which may and might be due them and he claims that if any thereof shall be found due the plaintiffs by reason of the premises he has a right to pay the same in good promissory notes and he now therefore says the plaintiffs have not right to maintain this action without first having given him an opportunity to pay such balance in such notes.

Robinson & Woodburn,

The State of Ohio,

Attorneys for Defendant.

Union County ss:

The defendant being duly sworn deposes and says he believes the allegations of the foregoing answer are true.

J. Truitt.

Sworn to before me and signed in my presence  
January 7<sup>th</sup>, 1893. (Seal) R. McIlroy, Clerk of Court.

Reply

6385- Afterward, on the 21<sup>st</sup>, day of January, 1893, a Reply was filed with the Clerk of said Court, to wit:

M. J. Haines <sup>and</sup>

W. M. Haines

vs.

Court of Common Pleas,  
Union County, Ohio.

Joshua Truitt.

Now comes the plaintiffs and for reply herein say: They admit that the said defendant was to pay as rent for said tile kiln as set out in the second defense in said defendants answer but deny that said rent was to be paid in cash or notes at defendants option.

Said plaintiffs further admit that by the terms of said written agreement that they were to take the engine to the shops of the Huber Manufacturing Co. at Marion, Ohio to have it thoroughly over-hauled until it was pronounced in good condition, but say that after said written agreement was made by the solicitation and request of said defendant that said engine was taken to the shops of the Gill Bros. at Richwood Ohio and that the same was thoroughly over-hauled and that said engine was pronounced in good condition and that said engine had the capacity to run the machinery of said factory that said defendant took said engine to said Gills and had the superintending of the repairs on the same.

Said plaintiffs admit that they were to rebuild said tile kiln on the down draft principle with a capacity of seven hundred rods of all grades and under the supervision of said second party, said defendant; also to put up a temporary shed over the crusher and mud pit and also to furnish a well that would give

plenty of water to make the tile and run the engine.

Said plaintiffs -- that they engaged said defendant to build said tile kiln and gave him full control in the matter of constructing the same and that said defendant agreed to build the same, and that said plaintiffs relied on said defendant to perform said work that they agreed with him at or near the time of making said written agreement to perform said work and that said defendant had ample time to perform said work and that if the same was not done as required by said contract it was the fault of the defendant and that he is estopped from setting the same up as a defense in this action.

Said plaintiffs say that they did construct a kiln on the down draft principle with a capacity of 700 rods <sup>or</sup> and did construct a temporary shed over said crusher and mud pit and that they did furnish a well as required by said contract.

Said plaintiffs admit that said defendant at or about the time set out in said answer did move, but say that said defendant had by agreement undertaken to put the kiln in condition to comply with said contract and that he took said factory when he had completed the same and did run and manage the same and that he is therefore estopped from setting up as a defense a want of complying with said contract as to time and further that if there was any failure in said kiln as to complying with said contract that the same was the fault of this defendant and he would thereby be estopped from setting the same up as a defense in this action.

Said plaintiffs say that said engine was repaired as hereinbefore stated and that while by the terms of said contract said plaintiffs do not agree to furnish an engine of any given power and do not now so admit, but said plaintiffs say that said engine was over-hauled as hereinbefore stated and was in good condition, and had sufficient power to run said factory and manufacture tile as required to comply with said agreement.

Said plaintiffs say that said kiln had a capacity for 700 rods of tile, that said plaintiffs employed said defendant to build said shed over said mud pit and crusher and that said defendant did build the same and has charged these plaintiffs for the same in his 4<sup>th</sup> cause of defense. That plaintiffs did furnish a well with sufficient water to run said factory. Said plaintiffs deny that said defendant furnished a pump for said well and deny that they owe him for the same and deny that said engine was defective and had not sufficient power to run said machinery at a pressure of 80 pounds and deny that they were compelled to put it at 110 and deny that it was insufficient to run said machinery properly, and

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deny that defendant notified plaintiffs as alleged and deny that they requested defendant to go ahead and they plaintiffs would look around and see if they could get a sufficient engine. Said plaintiffs say there may have been a small break in said engine but deny that the same broke down and deny that defendant notified them and deny that they with defendant notified Gill Bros. to come and repair the same and deny that plaintiffs are indebted in the sum of \$700. or any other sum for repairing said engine if any were made.

Said plaintiffs further deny that said engine was defective, unsafe and lacking in power and could not run the machinery to manufacture said tile in quantities to make the amount required to be profitable.

Plaintiffs admit that on or about the 26<sup>th</sup> of May 1890 they had notice in writing from said defendant, but deny that said defendant did not use said factory after that date or ten days thereafter and did not claim any right thereunder and denies that by reason of any neglect or refusal on the part of said plaintiff that said defendant had a right to abandon said contract. Said plaintiffs deny that said defendant used said engine with care, diligence, and great expense and deny that said defendant was only able to manufacture \$1600. of tile up to October 18<sup>th</sup>, 1889 and denies that the expense per rod was increased by reason of defects in said engine and denies that by reason of any defects in said engine that much time was lost for want of keeping the hands busy and deny that for said reasons that said defendant was damaged.

Said plaintiffs deny that said defendant's failure to manufacture \$3000. worth of tile was caused by the plaintiffs failing to comply with their said agreement but say that they performed each and every part of said agreement by them to be performed.

Plaintiffs deny that said defendant have any reduction of rent. The plaintiffs deny that they never made a demand on defendant for cash or notes for any sum but say that they made repeated demands of said defendant to pay and adjust said claim which he as often refused and plaintiffs deny that said defendant has the right to pay any amount found due in promissory notes and deny that plaintiffs have no right to recover in this action.

Wherefore said plaintiffs pray as in their said petition.

Ayers & Hoopes,

Attorneys for Plaintiff.

State of Ohio,  
Union County ss: |

M. J. Haines one of the plaintiffs herein being first sworn says the facts of the foregoing reply are as she believes true.

Sworn to and subscribed in my presence this 21<sup>st</sup> day of January, 1893. J. W. Tilton, Notary Public.

(Seal)

Entry

6385-

Afterward, on the 11<sup>th</sup> day of April, 1893, an Entry was made on the Journal by the Clerk of said Court.

M. J. Haines et al

vs.

Journal 16, Page 360

Joshua Truitt

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

- 1<sup>st</sup>. Simon Adams
- 2<sup>nd</sup>. Carlton Welch
- 3<sup>rd</sup>. J. C. Collier,
- 4<sup>th</sup>. Newton Pierce
- 5<sup>th</sup>. Michael Berger
- 6<sup>th</sup>. Thomas Robinson
- 7<sup>th</sup>. A. A. Rausch
- 8<sup>th</sup>. A. C. Mitchell,
- 9<sup>th</sup>. William M. Mahan
- 10<sup>th</sup>. W. D. Noggle
- 11<sup>th</sup>. H. A. Westlake
- 12<sup>th</sup>. Hiram Johnson

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 in part, and the hour of adjournment having arrived this cause was continued until 8<sup>30</sup> tomorrow morning.

Entry

6385-

Afterward, on the 12<sup>th</sup> day of April, 1893, an Entry was made on the Journal by the Clerk of said Court.

M. J. Haines et al

vs.

Journal 16, Page 367.

Joshua Truitt

This day again came the said parties and also came the Jury heretofore impaneled and sworn and the trial proceeded.

And the said Jury having heard the evidence adduced and the hour of adjournment having arrived this cause was continued until tomorrow morning.

Entry

6385-

Afterward, on the 13<sup>th</sup> day of April, 1893, an Entry was made on the Journal by the Clerk of said Court.

M. J. Haines et al

vs.

Journal 16, Page 370.

Joshua Truitt

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 remaining testimony and the arguments of counsel, and the hour of adjournment having arrived this cause was continued until 8<sup>30</sup> tomorrow morning.

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Afterward, on the 14<sup>th</sup> day of September, 1893, an Entry was made on the Journal by the Clerk of Court.

M. J. Haines et al

vs.

Journal 16, Page 372.

Joshua Pruitt

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 charge of 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 the foreman and says:

"We, the Jury find that there is due plaintiff (\$53.<sup>97</sup>) fifty-three, ninety-seven cents."

Newton Pierce, Foreman.

Entry

6385

Afterward, on the 2<sup>nd</sup> day of May, 1893, an Entry was made on the Journal by the Clerk of Court.

M. J. Haines et al

vs.

Journal 16, Page 374.

Joshua Pruitt

This day came on this cause on motion for judgment on the verdict, whereupon the Court being fully advised in the premises doth sustain said motion.

And it is considered and adjudged by the Court that the plaintiffs recover of the defendant the sum of fifty-three <sup>97</sup>/<sub>100</sub> dollars and the amount being less than one hundred dollars it is ordered and adjudged by the Court that each party pay his own costs not hereinbefore adjudged.

Attest

A. M. Lenny  
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 8<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three

Be it remembered that, heretofore, to-wit, on the 26<sup>th</sup> day of April, 1893, the following Petition, Answer <sup>of</sup> Entry upon Cognovit Note was filed in the Clerk's Office of said Court of Common Pleas, to-wit:

Petition

The State of Ohio,  
Union County ss:

In the Court of Common

65-39

Henry E. Conkright, Admr.

vs Plaintiff

James Cooley, Defendant

The plaintiff says: On the 10<sup>th</sup> day of April, 1893 letters of administration on the estate of William H. Conkright theretofore deceased, intestate were by the Probate Court of Union County, Ohio, duly issued to plaintiff, who thereupon duly qualified and entered on the duties of said office; and that this action is founded upon a promissory note which with all the credits and indorsements thereon is hereto attached marked "Exhibit A." and made a part of this petition.

There is due plaintiff from the defendant on said note the sum of One hundred dollars which he claims with interest from the 27<sup>th</sup> day of August A. D. 1883 at 8 per cent. per annum payable annually and for which with costs of suit he asks judgment against the defendant.

J. F. Millar

Attorney for Plaintiff.

Exhibit

"A." \$100.<sup>00</sup> Seven months after date, for value received, we jointly and severally promise to pay W. H. Conkright at their office One hundred dollars with interest, at the rate of 8 per cent. per annum, on all unpaid principal and interest, after due until paid; interest to be computed 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 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 hand and seal this 27<sup>th</sup> day of January 1883. James Cooley.

P. O. Address, York, O.  
The State of Ohio,  
Union County ss:

J. F. Millar being sworn, says that he is the attorney of Record for said plaintiff, that this action is brought

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Answer Henry

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upon an instrument in writing for the payment of money only and that said instrument is in his possession, and that the facts stated and allegations in said petition are, as affiant believes, true.

J. F. Millar.

Sworn to before me, and signed in my presence, this 27<sup>th</sup> day of April A. D. 1893. (Seal) R. M. Leroy, Clerk.

Answer Henry E. Conkright Admr.

vs.

6539

James Cooly

Court of Common Pleas, Union County, Ohio.

The defendant James Cooly by J. W. Robinson, his Attorney, and an Attorney-at-Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney is produced and shown to the Court, and filed herewith, now comes and waives the issuing and service of process in this action, and hereby enters his appearance herein; and said defendant by J. W. Robinson said Attorney duly authorized as aforesaid, says, that he cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against him, but acknowledges and confesses the same to be true, and says that he is indebted to the plaintiff on the said note in manner and form as the plaintiff has in his petition set forth and that the amount due upon said indebtedness at this day is the sum of One hundred dollars, bearing interest at 8 per cent. per annum payable annually and therefore for that sum, with interest from August 27<sup>th</sup>, 1873 at 8 per cent. per annum payable annually, and accruing costs he confesses judgment in favor of the plaintiff and waives and releases all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein.

J. W. Robinson.

Attorney for Defendant.

Henry E. Conkright Admr.

vs.

Entry

6539

James Cooly

Journal 16, Page 391.

This day came the plaintiff by J. F. Millar, his attorney, and filed his petition against said defendant and thereupon - - - an Attorney-at-Law of this Court, by virtue of a warrant of attorney for that purpose, duly executed by said defendant now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging

that said defendant did owe and was indebted unto the plaintiff as he has in his 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 two hundred and ten and <sup>53</sup>/<sub>100</sub> dollars, bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum.

It is therefore considered by the Court here that that the said Henry E. Conkright, Administrator, plaintiff do recover of the said James Croly, defendant, the sum of one hundred and ninety-eight and <sup>72</sup>/<sub>100</sub> dollars so confessed, as aforesaid, with interest from date of judgment at 8 per cent. per annum, and also costs in his 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  
A. 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 A. Price, Judge of said Court, of the term of April, to wit, on the 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to wit, on the 17<sup>th</sup> day of November, 1892, Amanda M. Jennings filed in the Clerks Office of the said Court of Common Pleas, the following Petition against Frank Jennings, to wit:  
Amanda M. Jennings, Plaintiff

Petition

6458

or  
Frank Jennings, Defendant. | Union County, Ohio,  
Court of Common Pleas.

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

That on the third day of June A. D. 1888 at the village of Richwood she was married to the defendant whom she prays may be made a party hereto.

That she has always been a faithful and obedient wife to the defendant and he disregarding his marital duties has been guilty of habitual drunkenness for more than three years last past and during that time and

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while under the influence of said intoxicants was often cruel and abusive to the plaintiff using vile and obscene and profane language to her the plaintiff and at times using personal violence toward her.

She therefore prays that upon the final hearing of this petition she be divorced from the defendant and restored to her maiden name of Amanda M. Johnson.

Amanda M. Jennings

By her Attorney J. M. Kennedy.

*Pracipe*

And, at the same time, said Amanda M. Jennings filed the following Pracipe, in the words and figures, to wit: To the Clerk:

64 3-8

Issue Summons and copy of Petition directed to Sheriff of Marion County, Ohio, for Frank Jennings, indorsed "Divorce and restoration to maiden name of Amanda M. Johnson."

J. M. Kennedy, Attorney for Plaintiff.

*Summons*

And thereupon on the 6<sup>th</sup> day of January, 1893 a Summons in the following words and figures was issued in said cause indorsed as follows:

64 3-8

The State of Ohio  
Union County ss: To the Sheriff of Marion County:  
You are commanded to notify Frank Jennings that Amanda M. Jennings has filed in the office of the Clerk of the Court of Common Pleas of Union County, Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with cruelty and drunkenness and asking that she be divorced from him, and that she be restored to 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 16<sup>th</sup> day of January, A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 6<sup>th</sup> day of January, A. D. 1893. R. M. Leroy, Clerk.

(Seal)

*Sheriff's Return*

And afterward, on the 10<sup>th</sup> day of January, 1893 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	25
Copy	12
Mileage	32
Return	12
Postage	25
Total	\$ 86

Received 10 o'clock A. M. on the 7<sup>th</sup> day of January A. D. 1893, and on the 9<sup>th</sup> day of January A. D. 1893, I served the same by leaving at the usual place of residence of Frank Jennings a true copy thereof together with a certified copy of the petition herein.

S. B. Rice, Sheriff.

Entry

6458

Afterward, on the 13<sup>th</sup> day of April, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Amanda M. Jennings

vs.

Journal 16, Page 369.

Frank Jennings

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 by the testimony in the case do find for the plaintiff as follows: 1<sup>st</sup>. That the parties were married as stated in the petition. 2<sup>nd</sup>. That said plaintiff was a resident of the State and County as stated in the petition.

3<sup>rd</sup>. That said defendant was and had been guilty of habitual drunkenness for more than three years next prior to the filing of this petition.

It is therefore ordered and adjudged by the Court that the marriage relation heretofore existing between the parties be and the same is dissolved and the plaintiff restored to her maiden name of Amanda M. Johnson and that she recover her costs herein taxed at \$ --- off said defendant.

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 April, to wit, on the 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 10<sup>th</sup> day of December, 1892, Mary Gardner filed in the Clerk's Office of the said Court of Common Pleas the following Petition against The Incorporated Village of Richwood et al  
Mary Gardner, Plaintiff

Petition

6473

The Incorporated Village of Richwood, Union County vs. Peleg Cranston, Treasurer of Union County, Ohio, S. A. Hudson, Auditor of Union County, Ohio. Defendants

Court of Common Pleas Union County, Ohio.

The defendant, the incorporated village of Richwood is a duly incorporated and organized village situated

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in Union County, State of Ohio; and the defendant Peleg Craunston is the duly elected, qualified and acting Treasurer and the defendant S. A. Hudson is the duly elected, qualified and acting Auditor of Union County, Ohio.

The plaintiff Mary Gardner was at each of the times hereinafter mentioned and is now a resident of said village of Richwood, and she is now and has been for more than 17 years last past the owner of the following described real estate situate in said village of Richwood of Union County, Ohio, and abutting upon east Ottawa Street in said village, to-wit: Bounded on the north by Ottawa Street; on the east by the African Church lot; on the south by --- and on the west by lot of Mrs. Kinsley and containing  $1\frac{2}{3}$  acres more or less, the whole being 168 feet front on said east Ottawa Street.

At the time of the grievances hereinafter stated there was a good, substantial board side-walk in front of said premises on said east Ottawa Street which was constructed by the plaintiff Mary years ago in accordance with an ordinance then in force and which has never been repealed and it has ever since been kept by her in good and reasonable repair; and the said side-walk was at the time of the grievances hereinafter stated, in good and reasonable repair, and in good fit and suitable condition for use as such side-walk, and the materials of which it was constructed were good and suitable for such side-walk and in good and reasonable state of preservation.

On or about the --- day of November, 1890, the defendant, the said incorporated village of Richwood, by its officers, agents and servants, unlawfully and without legal right or authority did tear up and destroy the said side-walk in front of said premises and in said street, and did also unlawfully and without right or authority proceed to construct and did construct with new and other material at large cost and expense another side-walk in front of said premises, in the same place upon which the former side-walk was built and constructed, but no grade had ever been established by ordinance or otherwise on the south side of said street upon which side-walks should be constructed in front of said premises, and no profile plan or specifications were provided by or used by said village in building the same, as contemplated by law in making such expensive improvements and as required in order that they may be made in a suitable, economical and permanent manner, and on these accounts and on account of the negligence and carelessness of said village and its agents, officers and servants

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said new side-walk was constructed slanting, uneven and faulty and left unfinished and is unsafe and unsightly and incomplete and in no respect a good and suitable side-walk.

The plaintiff says that when she discovered the officers, agents and servants of said village tearing up the sidewalk in front of her premises as aforesaid and proceeding to construct the new one as aforesaid, she immediately notified and requested said village and its officers, agents and servants so engaged to forthwith cease from tearing up, destroying or interfering in any manner with said side-walk or constructing a new one; and on the failure of said village and its officers, agents and servants to respect said notice and demand of plaintiff she then protested against all and singular the acts of the said village, its officers, agents and servants in tearing up the old side-walk and constructing a new one as aforesaid and then and there notified the said village and its officers, servants and agents that she would resist any and all attempts to charge her or her property with any costs and expenses on that account.

On or about the 21<sup>st</sup> of February, 1891, one H. S. Stiles unlawfully and without authority requested the Auditor of Union County, Ohio, to place the pretended expense of tearing up said old side-walk and constructing said new one amounting to \$58.<sup>00</sup> with 20% penalty thereon, viz: \$11.<sup>60</sup> added thereto making in all \$69.<sup>60</sup>, upon the tax duplicate of said County for collection, and the said sum of \$69.<sup>60</sup>, as such pretended expense as aforesaid as a pretended assessment upon said premises has been placed upon the tax duplicate of said County for collection unlawfully and without authority by the County Auditor of said County, and the said duplicate with said pretended assessment thereon, delivered to the Treasurer of said County; and the said Peleg Cranston, defendant, as Treasurer of said County is now demanding payment of the same from the plaintiff and attempting to collect the same as a valid assessment duly placed on said duplicate. The said pretended assessment is wholly illegal and void for among others the following reasons: 1<sup>st</sup>. The village Council of said village of Richwood did not prior to the tearing up said side-walk, or at any other time pass any resolutions declaring it necessary to repair the said side-walk, or that it should be repaired, or that it was necessary to construct, or that there should be constructed a sidewalk in front of plaintiff's said premises as is required by the statute in such case made and provided.

2<sup>nd</sup> The notice to the village should be in the proper form and should be passed.

3<sup>rd</sup> The provision of the statute intended to be applied to be plaintiff's.

4<sup>th</sup> The tax duplicate at the time made and contains no authority for the defendant's request.

5<sup>th</sup> The defendant's request is illegal.

6<sup>th</sup> The plaintiff is entitled to the return of the money paid.

7<sup>th</sup> The defendant's request is illegal and void.

8<sup>th</sup> The defendant's request is illegal and void.

2<sup>d</sup> The mayor of said village, did not cause any written notice to be given to the plaintiff that the Council of said village had declared by resolution that said side-walk should be repaired or that a new one should be constructed in the place thereof, and no such notice could have been truthfully given because no resolution to that effect was passed by said village council.

3<sup>d</sup> The Council of said village never by motion, resolution or any other action or proceeding ordered the Clerk of the corporation or any other officer to certify said pretended assessment to the Auditor of Union County, Ohio to be placed upon the tax duplicate.

4<sup>d</sup> Said pretended assessment was placed upon the tax duplicate of said County by the Auditor as aforesaid at the written request of one H. S. Stiles, which request was made without any order by the Council thereof and contained no certificate of any kind and did not legally authorize said pretended assessment to be placed upon the duplicate. The following is a copy of said written request.

"Richwood, Ohio, February 21<sup>st</sup>, 1891.

Mr. Hudson, Marysville.

Dear Sir: Last November the village Council put down a brick side-walk in front of the property of Mrs. Mary Gardner on the south side of east Ottawa street costing \$58.<sup>00</sup> with 20 per cent. penalty \$69.<sup>60</sup> The Council wish me to ask you to place it on the tax duplicate.

Yours truly, H. S. Stiles, Corp. Clerk.

Endorsed: "Entered Oct. 10<sup>th</sup>, 1891."

The said pretended assessment, although wholly illegal, unjust and void is nevertheless a cloud upon the plaintiff's title to said premises which the plaintiff is entitled to have removed.

Wherefore the plaintiff asks that the defendants and each of them be restrained from any and all further steps or proceedings to collect the said pretended assessment and every part thereof; that the said Peleg Cranston County Treasurer as aforesaid be ordered and directed to receive from the plaintiff all the taxes and assessments if any, upon said premises except the pretended assessment aforesaid; that on final hearing of this action the said pretended assessment may be adjudged and decreed to be illegal and void and ordered by the Court to be stricken from the said tax duplicate by the said defendant Peleg Cranston, Treasurer as aforesaid; that each of the said defendants may be peremptorily enjoined from any and all attempts to collect the pretended assessment and every part thereof; that the cloud upon the plaintiff's title to said premises by reason of said pretended assessment may be removed, and for all other and further

relief which equity may require.

State of Ohio,  
Union County, ss:

Cole & Bales, Attorneys for Plaintiff

Mary Gardner being first duly sworn according to law says that she is the plaintiff above named and that the facts stated and allegations contained in the foregoing petition are true.

Mary Gardner.

Sworn to and subscribed before me this 7<sup>th</sup> day of December 1892.

R. G. Cook, Notary Public.

(Seal)

And at the same time Mary Gardner filed the following Praecipe in the words and figures following:

Praecipe

To the Clerk of said Court:

Issue Summons in the above

6473

case for each of the defendants named directed to the Sheriff of Union County, Ohio, returnable according to law and endorse the same "Equitable Relief and Injunction allowed." Cole & Bales, Attorneys for Plaintiff

Summons

6473

And thereupon on the 10<sup>th</sup> day of December, 1892, a summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio,  
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Incorporated Village of Richwood, Union County, Ohio, Peleg Cranston Treasurer, and S. A. Henderson Auditor of Union County Ohio, that it and they have been sued by Mary Gardner in the Court of Common Pleas of Union County, and must answer by the 7<sup>th</sup> day of January, A. D. 1893 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 19<sup>th</sup> day of December A. D. 1892.

Witness my hand and the seal of said Court, this 10<sup>th</sup> day of December A. D. 1892.

(Seal)

R. Mileroy, Clerk.

Endorsed: In action for Equitable Relief and Injunction allowed

Sheriff's Return

And afterward, on the 14<sup>th</sup> 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:

Ser. & Return	30
Adl. Dfts.	30
Milage	3 20
Copies	60
Total	\$ 4 40

The State of Ohio,  
Union County

Sheriff's Return.

Received this writ December 10<sup>th</sup>, A. D. 1892 at 10 o'clock A. M. and served same by delivering a true and certified copy thereof with the endorsement thereon to each of the within named defendants on the 14<sup>th</sup> day of December 1892.

Thomas Martin  
Sheriff.

Answer

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Answer

Afterward, on the 13<sup>th</sup> day of January, 1893, an Answer was filed with the Clerk of said Court, to wit:

6473

Mary Gardner

vs.

The Incorporated Village of Richwood et al

Court of Common Pleas  
Union County, Ohio.

The said village of Richwood for answer to the petition says: It denies, that at the time of tearing up and removing said side-walk there was or ever had been a good, substantial walk in front of said premises, and denies that it was properly constructed and of good and suitable material, and denies that it was constructed under any ordinance or order of said village, and denies that it was in good repair and in a good and reasonable state of preservation, and denies that said village or its agents unlawfully or without legal right or authority tore up said side-walk, and denies that it proceeded unlawfully and without right or authority to construct said new side-walk, and denies that it was done without an ordinance and without any grade having been established; and denies that said new side-walk was constructed carelessly, uneven, faulty and left unfinished and unsafe and unsightly; and denies that the plaintiff then and there protested against the construction of said side walk by said village or of tearing up the old one, and denies that said costs and expense of tearing up said old walk and constructing said new one was excessive and denies that said costs and expense was unlawfully and without authority ordered by H. S. Stiles to be placed on the duplicate of Union County, and denies that it was unlawfully and without authority so placed upon the said duplicate by the Auditor of Union County and denies that the said assessment so placed upon the duplicate is illegal and void, and denies that the said work was done without due and legal notice to plaintiff.

Said village further answering says that on or about the 19<sup>th</sup> day of August 1887 the Council of said village duly and legally passed and published an ordinance requiring said side-walk to be built of brick, and on or about the 18<sup>th</sup> day of October 1889, said Council also passed and caused to be published according to law an ordinance establishing a proper grade for said side-walk. That plaintiff was repeatedly notified in writing according to law of the passage of said ordinances and the requirements of the same between the day of November 1889 and the day of August 1890 and was also by said notices informed that if she failed to comply with the requirements of said ordinances and build said side walk within thirty days

from the date of service of said notice the same would be done by said village at her expense and taxed upon her said property, but the plaintiff ignored said ordinances and notices and failed and refused to comply with the same or to build said walk as required by said ordinances shall upon said failure and refusal of plaintiff to comply with said ordinances. Said village proceeded with all possible care to remove said old walk which was rotten and badly out of repair and totally unfit for a sidewalk and to construct said new walk in accordance with the requirements of said ordinances and did so construct said sidewalk and the same was constructed properly, with care, of good material, and at the least possible expense, and was and is a good and substantial and proper sidewalk. And the plaintiff is only charged the actual cost of construction and the 20% penalty as provided by law. And said walk has been used by plaintiff and the public ever since without complaint.

That said H. S. Stiles is the duly elected, qualified and acting Clerk of said village, and was so at the times stated in the petition, and he upon being instructed by the Council of said village certified the costs and expenses of building said sidewalk to the Auditor of said County as provided by law. And the said sum of \$69.<sup>60</sup> is a good and valid tax and assessment upon said property and was legally and properly placed upon the duplicate of Union County, Ohio, by S. A. Hudson, Auditor of said County and the same is wholly unpaid.

Wherefore said defendant prays that said injunction be refused, and that said P. Cranston, Treasurer, be permitted to go on and collect said assessment, but should the Court grant said injunction defendant asks to be permitted to remove the material used by it in building said walk and that plaintiff be required to go on and build said walk in accordance with the requirements of said ordinances and for all proper relief.

Gardiner & Millar, Attorneys for  
Village of Richwood.

State of Ohio,  
Union County, ss: |

H. S. Stiles being sworn says he is the Clerk of the village of Richwood and the facts and allegations in the foregoing answer are true as he believes.

H. S. Stiles.

Sworn to and subscribed before me this 12<sup>th</sup> day of January, 1893.

R. G. Cook,

(Seal)

Notary Public.

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Demurrer

Afterward, on the 1<sup>st</sup> day of February, 1893, a Demurrer was filed with the Clerk of said Court, to wit:

64 73

Mary Gardner, Plaintiff

vs.

Court of Common Pleas,  
Union County, Ohio.

The Incorporated Village of  
Richwood, et al. Defendants

The plaintiff demurs to the answer of the defendant, the incorporated village of Richwood, Ohio, because it does not state facts sufficient to constitute a defense.

Bole & Bales, Attys. for Plff.

Entry

Afterward, on the 1<sup>st</sup> day of May, 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

64 73

Mary Gardner

vs.

Journal 16, Page 392.

The Village of Richwood

This cause being heard this day on demurrer to the answer of the defendant, the village of Richwood, the Court on consideration sustains the same to which the said defendant excepts and leave is granted said defendant to file amended answer in ten days.

Entry

Afterward, on the 5<sup>th</sup> day of June, 1893, an Entry was made on the Journal by the Clerk of said Court.

64 73

Mary Gardner

vs.

Journal 16, Page 412.

Village of Richwood

This cause coming on this day for hearing, and the defendants being in default for amended answer and demurrer was submitted to the Court upon the pleadings and evidence, without the intervention of a jury; on consideration whereof the Court find on the issue joined for the plaintiff.

And the Court further find that the levy of the assessment on the property of the plaintiff as complained of in the petition is illegal and that the plaintiff is entitled to the relief prayed for.

It is therefore ordered and decreed that the defendants the incorporated village of Richwood, Ohio, the Treasurer of Union County, Ohio, Peleg Cranston, and S. A. Hudson, Auditor, be and hereby are forever enjoined from collecting from the plaintiff the assessment and penalty complained of in the petition and that said Treasurer and Auditor be directed to strike the same from their duplicates.

And that the cloud on plaintiff's title by reason thereof be removed and her title to the premises described in the petition be quieted against the same, and that said Treasurer accept from the plaintiff the simple taxes due on said land.

And that the costs of this action taxed to &--- be paid by the said incorporated village of Richwood.

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 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 24<sup>th</sup> day of December, 1892. The Union Banking Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Dolphus H. Moore.

Petition  
6487

The Union Banking Company, Plaintiff

Court of Common Pleas  
Union County, Ohio.

vs.  
Dolphus H. Moore, Defendant

Plaintiff is a corporation duly incorporated under the laws of the State of Ohio. The plaintiff says this action is upon a promissory note and contract of guaranty, indorsed thereon, of which promissory note and contract of guaranty the following are copies, to-wit:

copy of  
note

\$325.- Marysville, Ohio, February 18<sup>th</sup>, 1891.  
July 1<sup>st</sup>, 1892, after date, for value received, we, or either of 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. payable 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.

Witness our hands and seals this --- day of --- A. D. 189-

D. J. Grindell  
W<sup>m</sup> Graves.

Seal  
Seal

Said note was indorsed with a contract of guaranty by defendant of which the following is a copy:

For value received I hereby guarantee the payment of the within note at maturity or at any time thereafter with interest at the rate of 8 per cent. per annum until paid waiving demand, notice of non-payment and protest.  
"D. H. Moore"

A copy of said note and indorsed contract of guaranty are hereto attached.

In consideration of said promissory note and con-

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tract of guaranty the plaintiff paid to said defendant Dolphus H. Moore the sum of \$325.<sup>00</sup> as a loan. On the first day of July, 1892, said note became due, and the said D. J. Grindell and W<sup>m</sup> Graves made default in the payment of the principal and interest thereof, and the said Dolphus H. Moore the defendant also failed to pay said note according to his guaranty though requested so to do. Whereupon on the 20<sup>th</sup> day of September 1892 plaintiff began an action against said D. J. Grindell and W<sup>m</sup> Graves, on said note in the Court of Common Pleas of Union County, Ohio, and on the 20<sup>th</sup> day of September 1892 judgment was rendered in favor of said plaintiff in the sum of \$366.<sup>30</sup> and costs \$11.<sup>57</sup> on which execution was duly issued on the 21<sup>st</sup> day of September 1892 but was returned wholly unsatisfied. That no part of said judgment has been paid, and the same still remains unpaid although defendant Dolphus H. Moore has been requested to pay the same according to his contract of guaranty.

Wherefore the plaintiff asks judgment against said defendant Dolphus H. Moore for said sum of \$366.<sup>30</sup> and interest thereon at 8% per annum from the 20<sup>th</sup> day of September 1892, together with costs of said action against said D. J. Grindell and W<sup>m</sup> Graves \$11.<sup>57</sup> and costs of this action.

J. H. Kinkade, Attorney for Plaintiff.

The State of Ohio,  
Union County ss:

Charles S. Davids being duly sworn, says he is the Cashier of the plaintiff, and that the facts stated in the foregoing pleading are as he believes true.

C. S. David, Cashier

Sworn to before me and signed in my presence this 24<sup>th</sup> day of December, 1892.

(Seal)

R. Mileroy, Clerk of Court.

And, at the same time the following Praecipe, in the words and figures was filed

Praecipe

To the Clerk:

6487

Issue Summons in the above action returnable according to law, indorsed "for money only amount claimed \$366.<sup>30</sup> with interest at 8% per annum from September 20<sup>th</sup>, 1892, and \$11.<sup>57</sup> costs and costs of this suit."

J. H. Kinkade, Plaintiff's Attorney

And thereupon on the 24<sup>th</sup> day of December, 1892 a Summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio,  
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Dolphus H. Moore

that he has been sued by The Union Banking Company in the Court of Common Pleas of Union County, and must answer by the 21<sup>st</sup> day of January A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 2<sup>nd</sup> day of January, A. D. 1893.

Witness my hand and the seal of said Court this  
(Seal) 24<sup>th</sup> day of December, A. D. 1892.  
A. M. Crory, Clerk.

Indorsed: In action for money only. Amount \$366.<sup>30</sup> with interest at 8% per annum from September 20<sup>th</sup>, 1890 <sup>to</sup> \$11.<sup>07</sup> <sup>and</sup> costs of suit.

And on the 29<sup>th</sup> day of December, 1892, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Ser. & Return	30
Milage	2 00
Copy	20
Total	\$ 2 50

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

Received this writ December 24<sup>th</sup>, A. D. 1892 at 10 o'clock A. M. and served same by delivering a true and certified copy of this writ with the indorsements thereon to the within named Dolphus Moore defendant on the 29<sup>th</sup> of December, 1892.

Thomas Martin, Sheriff.

Entry  
6487

Afterward, on the 24<sup>th</sup> day of January, 1893, an Entry was made on the Journal by the Clerk of said Court The Union Banking Company  
vs.  
Dolphus H. Moore  
Journal 16, Page 294

In motion of defendant and consent of plaintiff the time of answering herein is extended to January 31<sup>st</sup>, 1893.

Answer  
6487

Afterward on the 4<sup>th</sup> day of February, 1893, an Answer was filed with the Clerk of said Court, to wit:  
Union Banking Company  
vs. Plaintiff  
Dolphus H. Moore, Defendant | Court of Common Pleas Union County, Ohio.

The defendant Dolphus H. Moore now comes and for his answer herein says. He admits that the plaintiff is The Union Banking Company as alleged in his petition herein. The defendant admits the indorsement of the note as stated in the plaintiffs petition, and the defendant admits the taking of the judgment as alleged and the issuing of execution, the defendant denies each and every other allegation contained in said petition.

This defendant further answering says that the said D. J. Grindell and Wm Graves have of lands and chattels above the value and amount of homestead and

Demurrer

6487

Entry

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exemption rights more than enough to satisfy an execution for the amount of said judgment and costs, and that said makers D. J. Grindell and W. Graves should be exhausted by execution before the plaintiff can maintain his said action against this defendant.

This defendant avers that he is merely guarantor on said note and that the makers thereof should be exhausted by subjecting their lands and chattels to levy and sale on execution before the plaintiff can maintain an action against this defendant. That no levy was made or attempted to be made by any execution herein. Wherefore this defendant asks to recover his costs herein.

D. W. Ayers, Attorney for Defendant.

State of Ohio,  
Union County ss:

Dolphus H. Moore being first duly sworn says the facts stated and allegations in his foregoing answer are as he believes true.

D. H. Moore.

Sworn to before me and signed in my presence this 3<sup>rd</sup> day of February, A. D. 1893.

(Seal)

R. M. Leroy, Clerk.

Demurrer

Afterward, on the 24<sup>th</sup> day of February 1893, a Demurrer was filed with the Clerk of said Court.

1487

The Union Banking Company, Plaintiff

vs.

Dolphus H. Moore Defendant

Court of Common Pleas,  
Union County, Ohio.

Now comes the plaintiff, The Union Banking Company and demurs to the answer of the said defendant Dolphus H. Moore because the facts therein stated do not constitute a defense to the action of the plaintiff and plaintiff therefore prays judgment as in his said petition. The Union Banking Company  
By J. H. Kirkade, Attorney.

Entry

6487.

Afterward, on the 5<sup>th</sup> day of June, 1893, an Entry was made on the Journal by the Clerk of said Court.  
The Union Banking Company  
vs.  
Dolphus H. Moore

Journal 16, Page 407.

This cause being submitted by agreement on the pleadings the Court on consideration of the demurrer to the answer sustains the same. And thereupon, the defendant not desiring to plead further the Court finds upon the petition that the defendant is indebted to the plaintiff in the sum of \$398.<sup>03</sup>  
It is therefore considered by the Court that the plain-

Plaintiff recover from the defendant the said sum of \$ 397.<sup>63</sup> so found due together with his costs herein expended said judgment to be on 8% interest.

Also by agreement of the parties no execution is to issue herein till September 30<sup>th</sup>, 1893.

Attest  
R M Loney  
Clerk

Clear continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of January, to-wit, on the 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 31<sup>st</sup> day of December, 1892, John Braum filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Orvil Smith et al. to-wit:

John Braum, Plaintiff  
or  
Orvil Smith  
Theresa A. Smith, Defendant

In the Court of Common Pleas  
Union County, Ohio.

The plaintiff says: that this his action is founded upon a promissory note for the money of which the following is a copy:

" \$ 146.<sup>25</sup> Marysville, Ohio, March 23<sup>rd</sup>, 1889.  
" January 1<sup>st</sup>, 1890, I promise to pay to the order of John Braum One hundred and forty-six <sup>25</sup>/<sub>100</sub> dollars at 8% interest.  
" Value received. Orvil Smith  
Theresa A. Smith.

Indorsed: " Received on this note \$ 20.<sup>00</sup> from O. August 14<sup>th</sup>; December 4<sup>th</sup> By cash \$ 10.<sup>00</sup>

There are no other credits or indorsements on said note. There is due from the defendants to the plaintiff on said note the sum of One hundred and forty six <sup>25</sup>/<sub>100</sub> dollars with eight per cent. interest from March 23<sup>rd</sup> 1889 subject to a credit of twenty dollars August 14<sup>th</sup>, 1891 and a credit of ten dollars December 4<sup>th</sup>, 1891 for which plaintiff asks judgment.

John M. Brodrick,  
Attorney for Plaintiff.

The State of Ohio,  
County of Union ss:

John Braum, the plaintiff, being sworn makes oath that the facts stated in the foregoing petition are, as affirmed

Petition

6490

Summons

6490

Sheriff's Return

6490

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Sworn to by said John Brown before me and signed by him in my presence this 31<sup>st</sup> day of December A. D. 1892.

J. W. Tilton, Notary Public.

And, at the same time the following Praecipe was filed, in the words and figures;

To Clerk:

Issue Summons to Sheriff of Union County, Ohio for the within named defendants returnable according to law. Indorse: "Action for money only. Amount claimed \$146.<sup>55</sup> at 8% from March 23<sup>rd</sup>, 1889 subject to credit of \$20.<sup>00</sup> August 14<sup>th</sup>, 1891, and \$10.<sup>00</sup> December 4<sup>th</sup>, 1891.

John M. Brodrick,

Attorney for Plaintiff.

And thereupon on the 31<sup>st</sup> day of December, 1892, a Summons in the following words and figures was issued in said cause indorsed as follows:

Summons

The State of Ohio.

Union County

To the Sheriff of Union County:

You are hereby commanded to notify Civil Smith and Theresa Smith that they have been sued by John Brown in the Court of Common Pleas of Union County and must answer by the 28<sup>th</sup> day of January A. D. 1893, 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 9<sup>th</sup> day of January, A. D. 1893.

Witness my hand and the seal of said Court, this 31<sup>st</sup> day of December A. D. 1892.

R. M. Leroy, Clerk.

Indorsed: In action for money only. Amount \$146.<sup>55</sup> at 8% from March 23<sup>rd</sup>, 1889, subject to a credit of \$20.<sup>00</sup> August 14<sup>th</sup>, 1891 and \$10.<sup>00</sup> December 4<sup>th</sup>, 1891.

Sheriff's Return

And afterward, on the 9<sup>th</sup> day of January, 1893 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6490

Sh. & Return	55
Mileage	96
Copy	20
Total	\$ 171

The State of Ohio.

Union County

Sheriff's Return.

Received this writ December 31<sup>st</sup>, A. D. 1892 and served same by delivering certified copy and endorsement thereon to the within named Civil Smith and Theresa Smith on January 7<sup>th</sup>, 1893.

Wm. H. Snodgrass, Sheriff.

Afterward, on the 6<sup>th</sup> day of February, 1893, an entry was made on the Journal by the Clerk of said Court, to wit:

John Brown,

vs.

Civil Smith et al

Journal 16, Page 310.

Entry

6490

This day this cause came on for hearing on the petition and the evidence and the defendants still failing to answer or demur the allegations of said petition are deemed as confessed by them to be true.

The Court find there is due from the defendants to the plaintiff on the note mentioned in said plaintiffs petition the sum of One hundred and sixty-six <sup>34</sup>/<sub>100</sub> dollars with eight per cent. interest thereon from the first day of this term of Court, viz: January 9<sup>th</sup>, 1893.

It is therefore considered and adjudged by the Court that said plaintiff recover from said defendants said sum of One hundred and sixty-six <sup>34</sup>/<sub>100</sub> dollars with eight per cent. interest thereon from January 9<sup>th</sup>, 1893, and execution is awarded therefor.

Attest  
A. 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 April, to-wit, on the 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 2<sup>nd</sup> day of January, 1893, Evan Pierson filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Martha Ellen Pierson, to-wit:

Evan Pierson, Plaintiff

vs.

Martha Ellen Pierson  
Defendants

Court of Common Pleas,  
Union County, Ohio.

The plaintiff says he is and has been for more than a year last past a resident of the State of Ohio.

That he is now an actual bona-fide resident of Union County said State. He says he was married to the defendant Martha Ellen Pierson on or about the day of November 1884 at Delaware, Ohio. Over since which marriage plaintiff says he has been a true affectionate and devoted husband. That he has faithfully performed and kept each and every marriage obligation, yet notwithstanding which said defendant has failed to perform and keep her said obligations to plaintiff. And plaintiff charges defendant with gross neglect

Petition

6491

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of duty in this, to wit: That she in August 1890 left plaintiff's home and abandoned him. And refused to remain with him and keep house and do his household work, and refused to cook for plaintiff. That after remaining away for about the space of three weeks at the urgent solicitation of plaintiff she returned to him and has remained with him until on or about the 30<sup>th</sup> day of December 1892 she again abandoned plaintiff and plaintiff's home without any cause whatever and removed and carried away the greater portion of the household goods of plaintiff's and carried them to Delaware Ohio where she is now living and refused to return to plaintiff and declares it as her determination never again to live with him.

Plaintiff says he has given no occasion for said gross neglect of duty on the part of the defendant.

Plaintiff says the following children have been born of said marriage, to wit: George Piersol whose age is seven years, and Ambrose H. Piersol whose age is four years.

Plaintiff prays that the defendant be notified of the filing of this petition. That upon the final hearing hereof that he be decreed a divorce from said defendant for the reasons aforesaid and that the Court make such decree as to the custody of said children as may appear right upon the final hearing of this cause and for all proper relief.

Evan Pierson

By F. M. Marriott his Attorney.

The State of Ohio,  
Delaware County, ss:

Evan Pierson being duly sworn says he is the plaintiff in the foregoing petition, that all and singular the allegations thereof are true as he believes.

Evan Pierson.

Sworn to before me and subscribed in my presence this 31<sup>st</sup> day of <sup>(December)</sup> January, 1892

(Seal)

Fee 40

Charles W. Knight, Notary Public.

In <sup>2</sup>/<sub>3</sub> for Delaware County.

And, at the same time Evan Pierson filed the following Praecipe, in the words and figures following:

The Clerk will issue Summons in Divorce for the defendant accompanied with a copy of the petition directed to the Sheriff of Delaware County, Ohio, returnable according to law. Indorsed: "Action for Divorce."

F. M. Marriott, Attorney for Plaintiff.

And thereupon on the 2<sup>nd</sup> day of January, 1893 a Summons in the following words and figures was issued in said cause, indorsed as follows:

The State of Ohio,  
Union County, ss:

To the Sheriff of Delaware County:

Summons

6491

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

You will make due return of this Summons on the 16<sup>th</sup> day of January, A. D. 1893.

Witness my signature as clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 2<sup>nd</sup> day of January, A. D. 1893.  
R. M. Liberty, Clerk.

Seals

Sheriff's Return

And afterward, on the 17<sup>th</sup> day of January, 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6491

Service	30
Copy	25
Mileage	16
Docket	10
Return	25
Postage	12
Total	1 08

The State of Ohio,  
Delaware County ss: Sheriff's Return.  
Received 9 o'clock A. M. on the 3<sup>rd</sup> day of January A. D. 1893, and on the 12<sup>th</sup> day of January A. D. 1893, I served the same by delivering to Martha Ellen Piersol a true copy thereof together with a certified copy of the petition.

Thomas R. Griffith, Sheriff of Delaware Co.  
By Edwin D. Rigg, Deputy.

Entry

6491

Afterward, on the 2<sup>nd</sup> day of May, 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Evan Piersol

vs  
Martha Ellen Piersol

Journal 16, Page 397.

Now come the plaintiff Evan Piersol, and the defendant Martha Ellen Piersol 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 the allegations of said petition are by her confessor to be true.

And the Court also upon the testimony produced find that the allegations of the petition are true.

The Court further finds from the evidence that the plaintiff at the time of filing his said petition herein had been a resident of the State of Ohio for more than a year next preceding the same, and was at the time an actual bona-fide resident of Union County, Ohio, and that the parties hereto were married at the time and place in the petition mentioned and set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty

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and that by reason thereof the plaintiff is entitled to a divorce as prayed for in his petition.

It is therefore ordered, adjudged and decreed by the Court that the marriage contract heretofore existing between the plaintiff and the defendant the said E. Van Piersol and the said Martha Ellen Piersol be, and the same hereby is dissolved and held for naught, and both parties are released from the obligations thereof.

And it appearing to the Court that the parties hereto have agreed between themselves by written contract by them duly signed and sealed as to the amount of alimony to be paid by the plaintiff to the defendant and to all property rights existing by reason of said marriage relation, which has been and is accepted by said defendant in full of all claims of every kind or nature which said defendant has or could have in any and all property of the plaintiff whether of real, personal or mixed which he now owns or may hereafter acquire in any manner, and in full of all dower, or contingent dower. And that amount so agreed upon, to wit, the sum of two thousand dollars (\$2000.) has been by the plaintiff paid to the defendant and that the amount of personal property goods and chattels so agreed upon in addition to said two thousand dollars has been by the plaintiff turned over and delivered to the defendant and all of which said defendant has accepted in full of all claims or demands of whatsoever kind against the plaintiff, and in full of every interest, claim or right in the property of the plaintiff, all of which said agreement, amount and property the Court finds is reasonable.

The Court does now here approve and affirm the act of the parties in relation thereto and do order and decree that said agreement so made by the said parties shall stand in lieu of all alimony both temporary and permanent to be paid by the plaintiff to the defendant and the same having been so paid and accepted, the defendant is forever enjoined from setting up any claim or demand whatever to any property of the plaintiff now owned or hereafter acquired by the plaintiff whether of real or personal by way of alimony, dower or otherwise.

And it appearing to the Court that by said agreement the custody and care of the said minor children, to wit, the said Georgie Piersol and Ambrose H. Piersol was to remain in both of the parties "unless for good and legal cause" the Court should order otherwise.

The Court do now find from the evidence adduced good and legal cause for ordering otherwise, and do order that the custody, care, education, and

control of said minor children aforesaid of the parties hereto be until otherwise ordered confided to the said Levon Ciersol plaintiff exclusively. And the said defendant Martha Ellen Ciersol is hereby enjoined from interfering in any manner with the said plaintiff in the custody or control of said children or either of them, but it is hereby ordered that the defendant have and she is hereby granted the privilege of visiting said children at the home of said plaintiff at reasonable intervals but is not to take them away from the home of plaintiff without his consent and in violation of this privilege by either party may be reported to the Court.

It is further ordered that the plaintiff pay the cost of this proceeding taxed at \$- - -

Continued on page 570

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 April, A.D. 1893, on the 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that heretofore, to-wit, on the 20<sup>th</sup> day of January, 1893, Virginia L. Barbee filed in the Clerk's office of the said Court of Common Pleas the following Petition against Felix A. Barbee to-wit:

Petition

Virginia L. Barbee, Plaintiff	vs.	State of Ohio, Union County Court of Common Pleas.
Felix A. Barbee, Defendant		

6501

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

She says that she - - married to the defendant Felix A. Barbee on the 21<sup>st</sup> day of June, 1883. She says that for more than nine years last past the defendant has willfully neglected to provide plaintiff with the common necessities of life so that plaintiff has been compelled to live upon her own exertions because of his idleness, and refusal to provide her with the common comforts of life.

Wherefore plaintiff prays that she may be divorced from the defendant.

Col. & Balis, Attorneys for Plaintiff.

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Affidavit for Pub Virginia 6501

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Proof of Publication, the Pr

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State of Ohio,  
Union County ss:

Virginia L. Barbee being sworn says that she is the plaintiff in this action and that the facts stated in the foregoing petition are true as she verily believes.

Virginia L. Barbee.

Subscribed and sworn to by the said Virginia L. Barbee this 20<sup>th</sup> day of January, 1893.

(Seal)

John W. Brodrick, Notary Public  
Union County, Ohio.

Affidavit

6501

And, on the same day the following Affidavit for Publication was filed with the clerk of said Court, to-wit:

Virginia L. Barbee, Plaintiff

vs.

Felix A. Barbee, Defendant  
State of Ohio,  
Union County ss:

Court of Common Pleas  
Union County, Ohio.

Virginia L. Barbee being first duly sworn according to law says that the residence of the defendant Felix A. Barbee is unknown and cannot with reasonable diligence be ascertained.

Virginia L. Barbee.

Sworn to and subscribed before me this 20<sup>th</sup> day of January, 1893.

(Seal)

John W. Brodrick, Notary Public  
Union County, Ohio.

Proof of Publication

6501

Afterward, on the 11<sup>th</sup> day of March, 1893, a Proof of the Publication was filed with the clerk of said Court, to-wit: Legal Notice.

Felix A. Barbee, whose residence is unknown, will take notice that on the 20<sup>th</sup> day of January 1893 Virginia L. Barbee filed her petition in the Court of Common Pleas of Union County, Ohio, being cause N<sup>o</sup>: 6501 praying for divorce from the said Felix A. Barbee on the ground of "gross neglect of duty for more than nine years" and that said cause will be for hearing on and after the 18<sup>th</sup> day of March, 1893. 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 6 consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with January, 26<sup>th</sup>, 1893.

A. J. Hare.

Sworn to and subscribed before me this 11<sup>th</sup> day of March, 1893.

(Seal)

R. M<sup>r</sup>: Leroy, Clerk.

Afterward, on the 5<sup>th</sup> day of June, 1893, an Entry was made on the Journal by the clerk of said Court, to-wit:

Entry

Virginia L. Barbee

Journal 16. Page 405.

65-01

Felix A. Barbee

Now come the plaintiff and the defendant having been duly summoned by publication, and the proof of said publication of the pendency and prayer of the petition herein, being offered; and the Court finding the said publication and proof in all respects regular and according to law do hereby approve the same; and the defendant having failed to appear the Court find that he 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 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, to wit, that for more than nine years last past the defendant has willfully neglected to provide plaintiff with the common necessaries of life, so that plaintiff has been compelled to live upon her own exertions, because of his idleness and refusal to provide her with the common comforts of life. 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 said marriage contract heretofore existing between the said Virginia L. Barbee and Felix A. Barbee be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered by the Court that the plaintiff pay the costs of this proceeding taxed at

Attest  
 R. M. Lorry  
 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, to wit, on the 9<sup>th</sup> day of January, in the year of our Lord, one thousand eight hundred and ninety-three.

Petition

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Be it remembered that, heretofore, to-wit, on the 16<sup>th</sup> day of January, 1893, Martha J. Sloop filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Sarah A. Sparks, et al. to-wit.

Petition  
6500.

Martha J. Sloop & Eli Sloop  
her husband, Plaintiff

vs.

Sarah A. Sparks & James C. Sparks,  
her husband, Lavina Sivarly &  
David Sivarly her husband, Henry  
J. Smith, Samantha Smith &  
Luther Smith her husband,  
Elizabeth Hedges and Silas Hedges,  
her husband, Samuel N. Smith  
Florence E. Smith, William  
Burgner, P. H. Hynegar, H. J. Perry  
Defendants.

Court of Common Pleas  
Union County, Ohio.

The plaintiffs say, that on or about the 2<sup>nd</sup> day of December 1889, William W. Smith late of Union County Ohio, died intestate, seized of an estate in fee simple.

The said W<sup>m</sup> W. Smith left Elizabeth Smith his widow who on or about the -- day of -- 1892 departed this life leaving the following described real estate and being a portion of the real estate left by said W<sup>m</sup> W. Smith, the same having been heretofore legally assigned by proceedings in the Probate Court of Union County, Ohio, to said Elizabeth Smith as her dower estate in the property of her husband said W<sup>m</sup> W. Smith, deceased.

The real estate so owned by said W<sup>m</sup> W. Smith, deceased, and in which said Elizabeth Smith his widow held life estate is described as follows: Situate in the Townships of Clairbourne and Thompson, in the Counties of Union and Delaware and State of Ohio, in Virginia Military Survey n<sup>o</sup> 6293.

Beginning at a stone on a post in the center of the gravel road leading from the Scioto River to Richmond at the N. W. corner of W. W. Smith's land: thence S. 19° - W. 23 poles and 9 1/4 links to a stone in the center of the crossing of the gravel road and State road: thence N. 30° - E. 12 poles and 18 links along the State road to a stone: thence N. 58 3/4° - W. 14 poles and 8 links to a stone in the County line between Delaware and Union Counties at the S. E. corner of John Tonguet's land: thence S. 17° - W. 27 1/2 poles along the South line of John Tonguet's land to a stone on a post, and brick bats in the north side of the aforesaid gravel road at Levi Siveys N. E. corner: thence S. 1° - E. 93 poles and 16 1/2 links along the east line of said Siveys land to a stone on a post in said Siveys S. E. corner: thence N. 88 1/2° - E. 56 poles and 10 1/4 links

to a stone on a post in the north line of W<sup>m</sup> Debolt's land: thence N. 45° - N. 73 poles and 15 1/2 links to place of beginning containing thirty acres of land. Excepting therefrom 12 acres off south side, sold and conveyed to

Jease M<sup>o</sup> Allister in the year 1886. (Union Co. Record W<sup>m</sup> Page 389.

The said premises descended to the following persons, only heirs and legal representatives of the said W<sup>m</sup> N. Smith, deceased, to wit: the plaintiff Martha J. Sloop wife of Eli Sloop a daughter of said W<sup>m</sup> N. Smith, deceased, and the following persons children of the said W<sup>m</sup> N. Smith, deceased, to wit: Sarah A. Sparks, wife of James C. Sparks, Lavina Swartz wife of David Swartz, Henry J. Smith, Samantha Smith, wife of Luther Smith, Elizabeth Hedges wife of Silas Hedges and Samuel N. Smith, all of whom reside in Union County, Ohio, except Henry J. Smith who resides in Marion County, Ohio, and Samantha Smith who resides in Cleveland Cuyahoga County, Ohio, and are of lawful age.

The parties above named have the following undivided estate in said premises, to wit: Martha J. Sloop wife of Eli Sloop one of the plaintiffs, one undivided seventh in fee; Sarah A. Sparks wife of James C. Sparks one undivided seventh in fee; Lavina Swartz, wife of David Swartz one undivided seventh in fee; Henry J. Smith one undivided seventh in fee; Samantha Smith wife of Luther Smith one undivided seventh in fee, Elizabeth Hedges wife of Silas Hedges one undivided seventh in fee and Samuel N. Smith one undivided seventh in fee.

The plaintiffs ask, that said Sarah A. Sparks <sup>and</sup> James C. Sparks her husband, Lavina Swartz and David Swartz her husband, Henry J. Smith, Samantha Smith and Luther Smith her husband, Elizabeth Hedges and Silas Hedges her husband and Samuel N. Smith be made parties defendant to this petition.

And the said plaintiff Martha J. Sloop desiring to hold her said interest in severally prays that partition may be made of said premises according to the interest of the parties.

Or if it shall appear that partition cannot without manifest injury be made then that the same may be sold, or other order taken pursuant to the Statute in such case made and provided.

The State of Ohio,  
Union County ss: |

F. J. Arthur, Attorney for Plaintiff.

Martha J. Sloop, plaintiff, being sworn, says that the statements made and allegations contained in the foregoing petition are true as she verily believes.

Sworn to by Martha J. Sloop before me and signed

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by her in my presence this 14<sup>th</sup> day of January, 1893.  
(Seal) James B. Robinson,  
Notary Public.

We the undersigned named as parties defendants in the foregoing petition hereby waive the issuing and service of process upon us in this action, and enter our appearance to the same, and consent that partition be made, or such other order taken as may be right and proper under the Statute, in such case made and provided.  
Elizabeth Hedges.  
Silas Hedges.

And thereupon, on the 16<sup>th</sup> day of January, 1893 a summons was issued by the clerk of said Court, to wit:

The State of Ohio  
Union County  
To the Sheriff of Marion County:  
You are hereby commanded to notify Henry J. Smith (impleaded with others) that he has been sued by Martha J. Sloop in the Court of Common Pleas of Union County, and must answer by the 18<sup>th</sup> day of February A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.  
You will make due return of this summons on the 30<sup>th</sup> day of January, A. D. 1893.  
Witness my hand and the Seal of said Court, this 16<sup>th</sup> day of January, A. D. 1893.  
R. M. Leroy, Clerk.

And afterward, on the 30<sup>th</sup> day of January 1893 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Ser. & Return	37
Mileage	32
Copy	18
Total	\$ 87

The State of Ohio,  
Marion County  
Sheriff's Return.  
Received this writ January 23<sup>rd</sup> A. D. 1893 at 9 o'clock A. M. and served same by leaving a true and certified copy hereof with the indorsements thereon at the usual place of residence of Henry J. Smith January 26<sup>th</sup>, 1893.  
S. B. Rice, Sheriff.

And thereupon on the 21<sup>st</sup> day of January, 1893, a summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio,  
Union County  
To the Sheriff of Union County:  
You are hereby commanded to notify Sarah A. Sparks & James C. Sparks, her husband, Lavina Swartz and David Swartz, her husband, Samuel N. Smith and Florence C. Smith his wife, that they have been sued by Martha J. Sloop et al. in the Court of Common Pleas of Union County, and must answer by the 18<sup>th</sup> day of February A. D. 1893, or the petition of the said plaintiff

will be taken as true, and judgment rendered accordingly.  
 You will make due return of this Summons  
 on the 30<sup>th</sup> day of January, A. D. 1893.

Witness my hand and the seal of said Court  
 (Seal) this 21<sup>st</sup> day of January, A. D. 1893.  
 "Partition of Land" R. M. Leroy, Clerk.

Sheriff's Return And afterward, on the 30<sup>th</sup> day of January, A. D. 1893,  
 the Sheriff of said County returned said writ to the  
 Clerk's Office in said County which return is as follows:

65-00	Ser. Return	60
	Mileage	3 70
	Copies	1 00
	Total	5 30

The State of Ohio,  
 Union County. | Sheriff's Return.  
 Received this writ January 23<sup>rd</sup> A. D. 1893  
 and served same by delivering a true  
 copy to Sarah A. Sparks and James L. Sparks, Lavina  
 Swartz, David Swartz, Samuel N. Smith, Florence L. Smith  
 personally, on January 26<sup>th</sup>, 1893.  
 Wm. G. Snodgrass, Sheriff.

Summons And thereupon on the 11<sup>th</sup> day of February, A. D. 1893  
 a Summons in the following words and figures was  
 65-00 issued in said cause indorsed as follows:

The State of Ohio,  
 Union County | To the Sheriff of Cuyahoga County,  
 You are hereby commanded to notify Samantha  
 Smith and Luther S. Smith her husband (impleaded  
 with others) that they have been sued by Martha J.  
 Sloop in the Court of Common Pleas of Union County,  
 and must answer by the 11<sup>th</sup> day of March A. D. 1893, or  
 the petition of the said plaintiff will be taken as true,  
 and judgment rendered accordingly.

You will make due return of this Summons  
 on the 20<sup>th</sup> day of February, A. D. 1893.  
 Witness my hand and the seal of said Court  
 (Seal) this 11<sup>th</sup> day of February, A. D. 1893.  
 "Partition of Real Estate." R. M. Leroy, Clerk.

Sheriff's Return And afterward, on the 21<sup>st</sup> day of February, A. D. 1893,  
 the Sheriff of said County returned said writ to the Clerk's  
 Office in said County which return is as follows:

	Ser. Return	45
	Doc. Rec. Post.	26 9
	Mileage	1 20
	Copy	58
	Total	2 39

The State of Ohio  
 Cuyahoga County | Sheriff's Return.  
 Received this writ February 13<sup>th</sup>, A. D. 1893 at  
 10 o'clock A. M. and served same by delivering  
 a true and certified copy thereof to Samantha  
 Smith on the 14<sup>th</sup> day of February 1893.  
 Also on the 14<sup>th</sup> day of February 1893, on  
 Luther Smith by leaving a like copy thereof at his usual  
 place of residence.  
 W. R. Ryan, Sheriff  
 By John K. Kohl, Deputy.

Entry  
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Writ of  
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Entry  
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Afterward, on the 13<sup>th</sup> day of March, A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit Martha J. Sloop  
vs.  
Sarah A. Sparks et al | Journal 16, Page 335.

And now this cause coming on to be heard up- on the petition (all of the defendants being before the Court, and failing to answer or demur) 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 find that the plain- tiff and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff Martha J. Sloop has a legal right to the 4/7 thereof, the defendants Sarah A. Sparks, Lavina Swartz, Henry J. Smith, Samantha Smith, Elizabeth Hedges and Samuel N. Smith each a legal right to the one-seventh (1/7) part thereof; and that the plaintiff is entitled to have partition of said estate made as prayed in her petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and C. F. Cox, E. Hedges and J. Kirby three judicious and disinterested freeholders of the vicin- ity are hereby appointed Commissioners to make the same.

And it is ordered that a writ of partition issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the Commissioners above named he cause partition of the lands in the petition described to be made, and if the same cannot be made without manifest injury to the premises, then and in that case that they return the true valuation in money of said premises to this Court without unnecessary delay.

Writ of Partition  
65-00

Afterward, on the 13<sup>th</sup> day of March, A. D. 1893 a Writ of Partition was issued by the Clerk of said Court. The State of Ohio. | To the Sheriff of said County:  
Union County

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the January Term A. D. 1893, in a civil action therein pending (for partition) wherein Martha J. Sloop the plaintiff and Sarah A. Sparks et al the defendants, you are hereby commanded, that by the oaths of C. F. Cox, E. Hedges, J. Kirby three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate

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in the Counties of Union and Delaware and in the State of Ohio: In Virginia Military District, Survey N<sup>o</sup>. 6293.

Beginning at a stone on a post in the center of the gravel road leading from the Scioto River to Richmond at the north west corner of W. W. Smith's land; thence S. 79° N. 23 poles and 9 <sup>1</sup>/<sub>4</sub> links to a stone in the center of the crossing of the gravel road and State road; thence N. 30° E. 12 poles and 18 links along the State road to a stone; thence N. 58 <sup>3</sup>/<sub>4</sub>° - N. 14 poles and 8 links to a stone in the County line between Delaware and Union Counties at the S. E. corner of John Fouguet's land; thence S. 79° - N. 27 <sup>7</sup>/<sub>8</sub> poles along the South line of John Fouguet's land to a stone on a post and brick-bats in the north side of the aforesaid gravel road at Levi Sivey's N. E. corner; thence S. 71° E. 93 poles and 16 <sup>1</sup>/<sub>2</sub> links along the east side of said Sivey's land to a stone on a post in the said Sivey's south-east corner; thence N. 58 <sup>1</sup>/<sub>2</sub>° - E. 56 poles and 10 <sup>1</sup>/<sub>4</sub> links to a stone on a post in the N. line of W<sup>m</sup> Debolts land; thence N. 45° - N. 73 poles and 15 <sup>1</sup>/<sub>2</sub> links to the place of beginning, containing thirty acres of land.

Excepting 12 acres off the south side sold and conveyed to Jerse N<sup>o</sup>. Alister in the year 1886. (Union Co. Record N<sup>o</sup> 66, Page 389.

To Martha J. Sloop <sup>1</sup>/<sub>4</sub> part; to Sarah A. Sparks <sup>1</sup>/<sub>4</sub> part; to Laura Swartz <sup>1</sup>/<sub>4</sub> part; to Henry J. Smith <sup>1</sup>/<sub>4</sub> part; to Samantha Smith <sup>1</sup>/<sub>4</sub> part; to Elizabeth Hedges <sup>1</sup>/<sub>4</sub> part; to Samuel N. Smith <sup>1</sup>/<sub>4</sub> part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof, that you cause them to make a just valuation of the same in money; and that your proceedings on 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 13<sup>th</sup> day of March, A. D. 1893.

R. M. Leroy, Clerk.

And afterward, on the 13<sup>th</sup> day of March, A. D. 1893 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	25
Mileage	2 80
Sum. & Swear.	
Comm.	1 20
Report Com.	25
Return	25
Total	4 75
Comm. fees.	3 00

As commanded by the foregoing writ of Partition, I have executed the same by the oaths of C. F. Cox, E. Hedges, J. Kirby, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 13<sup>th</sup> day of March A. D. 1893. W<sup>m</sup> G. Snodgrass, Sheriff

Sheriff's Return

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Comm. Report.

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Comm. Report.

Martha J. Sloop

vs.

Sarah A. Sparks et al.

Union County vs: Court of Common Pleas.

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we the undersigned, Commissioners, after being first duly sworn, and upon actual view of the premises we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at Sixty dollars per acre (\$60.<sup>00</sup>)

Given under our hands this 13<sup>th</sup> day of March A.D. 1893.

C. F. Cox.

E. Hedges

J. Kirby.

} Commissioners.

Afterward, on the 13<sup>th</sup> day of March, A.D. 1893 an Entry was made on the Journal by the Clerk of Court:

Martha J. Sloop

vs.

Sarah A. Sparks et al

Journal 16, Page 336.

Entry

6500

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 miles and bounds without injury to the value thereof, and that said Commissioners have made and returned their appraisement of said estate at \$60.<sup>00</sup> per acre, 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 on the premises and that an order issue therefor to the Sheriff of Union County, Ohio.

Terms of Sale, one-third cash in hand on day of sale, one-third in one year and one-third in two years from day of sale, with interest, and secured by mortgage on the premises sold, that the same be advertised in the Richwood Gazette. And the said Sheriff is ordered to return his proceedings to this Court without unnecessary delay.

And thereupon, on the 25<sup>th</sup> day of March, A.D. 1893 a Summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio | Union County

| To the Sheriff of Union County:

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Summons

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You are hereby commanded to notify William Burger & Son, P. H. Wagnear and A. J. Perry (impleaded with others) that they have been sued by Martha J. Sloop in the Court of Common Pleas of Union County, and must answer by the 23<sup>rd</sup> day of April A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 3<sup>rd</sup> day of April A. D. 1893.

Witness my hand and the seal of said Court (Seal) this 25<sup>th</sup> day of March, A. D. 1893.  
R. M. Leroy, Clerk.

Sheriff's Return

And afterward, on the 1<sup>st</sup> day of April A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Ser. & Return	55
Mileage	3 12
Copy	45
Total	4 12

The State of Ohio, Union County

Sheriff's Return

Received this writ March 25<sup>th</sup> A. D. 1893 at 4 o'clock P. M. and served same by delivering a certified copy of this writ with the indentments thereon to the within named defendants personally on the 30<sup>th</sup> day of March 1893.

Wm. G. Snodgrass, Sheriff.

Answer

of Cross Petition of Henry J. Smith

Afterward, on the 8<sup>th</sup> day of April, 1893, an Answer and Cross Petition was filed with the Clerk of said Court Martha J. Sloop & Eli

Sloop her husband Plaintiff vs. Sarah A. Sparks et al. Defendants.

Court of Common Pleas Union County, Ohio.

6500

Now comes the defendant Henry J. Smith and for his separate answer and cross-petition herein says: He is one of the defendants in the above entitled action and one of the seven heirs of William W. Smith, deceased and owns an undivided one-seventh interest in fee in the lands ordered sold under the proceedings in this action; that said real estate interest is all the real estate he possesses, that he is a resident of Ohio, and the head and support of a family; that he possesses no personal property but such as under the laws of this State is exempt from execution, attachment or sale; that his distributive share herein is of less value than five hundred dollars, and that certain parties are seeking to attach it.

Wherefore defendant claims his right of exemption, and prays that said parties and all others may be restrained from in any manner attaching his distributive share herein, and that it may be declared exempt in lieu of homestead.

D. W. Ayers & J. F. Millar, Attorneys for Henry J. Smith.

Order of Sale in Partition

6500

Order of The State of Union

Pleas, in any Term now pending is plain we can sell at said place of Union Virginia

of the Richard Thence center of road: A State links and V land: of John brick-road a and 16 land: east ca a stone land: place and ca (Union at \$ 60<sup>th</sup> premi Comm then a (Seal)

of said said The State Union

Order of Sale in Partition

6500

Afterward, on the 13<sup>th</sup> day of March A. D. 1893 an Order of Sale was issued by the Clerk of said Court, to wit: The State of Ohio,

Union County: 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 January Term A. D. 1893 in a certain Petition for Partition, now pending in said Court, wherein Martha J. Sloop is plaintiff and Sarah A. Sparks et al are defendants we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit: Situate in the Counties of Union and Delaware and in the State of Ohio, in Virginia Military District Survey N<sup>o</sup> 6293.

Beginning at a stone on a post in the center of the gravel road leading from the Scioto River to Richwood at the north-west corner of W. W. Smith's land; thence S. 89° - N. 23 poles and 7 1/4 links to a stone in the center of the crossing of the gravel road and State road; thence N. 30 E. 12 poles and 15 links along the State road to a stone; thence N. 58 3/4 - N. 14 poles and 8 links to a stone in the County line between Delaware and Union Counties at the S. E. corner of John Fonguet's land; thence S. 89° - N. 27 1/2 poles along the south line of John Fonguet's land to a stone on a post and brick-bats in the north side of the aforesaid gravel road at Levi Sivey's N. E. corner; thence S. 1° - E. 93 poles and 16 1/2 links along the east side of said Sivey's land to a stone on a post in the said Sivey's south-east corner; thence N. 88 1/2 - E. 56 poles and 10 1/4 links to a stone on a post in the N. line of William Debolt's land; thence N. 45° - N. 73 poles and 15 1/2 links to the place of beginning containing thirty acres of land.

Excepting 12 acres off the south side sold and conveyed to Jesse M<sup>o</sup>. Allister in the year 1886. (Union County Record N<sup>o</sup> 66 Page 389. Appraised at \$60<sup>00</sup> per acre; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the Seal of the said Court, at Marysville this 13<sup>th</sup> day of March A. D. 1893. R. M. Leroy, Clerk.

And on the 22<sup>nd</sup> day of April, A. D. 1893 the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows: The State of Ohio, Union County, ss: Sheriff Return.

Sheriff's Return	Service	25
	Mileage	25
6500	Copy to Mr. Poundage	10
	Return	25
	Deed	2.00
	Total	13.47
	Printer's fee	21.15

I received this Order of Sale on the 13<sup>th</sup> day of March 1893 and in obedience to the command of the same, I did, on the 13<sup>th</sup> day of March 1893 cause to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale on the premises in said County, on the 22<sup>nd</sup> day of April A. D. 1893 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 22<sup>nd</sup> day of April A. D. 1893 at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and there came B. E. Kirk who bid for the same the sum of one thousand and eighty dollars and said sum being more than two-thirds of the appraised value thereof, and said B. E. Kirk being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to B. E. Kirk for the said sum of one thousand and eighty dollars.

Wm. G. Snodgrass, Sheriff.

Proof of Publication vs. Martha J. Sloop

6500 Sarah A. Sparks et al

Sheriff's Sale

Court of Common Pleas, Union County, Ohio

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale on the premises, on Saturday, April 22<sup>nd</sup>, A. D. 1893, 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 Virginia Military District, Survey N<sup>o</sup> 6293. Beginning at a stone on a post in the center of the gravel road leading from the Scioto River to Richwood at the north-west corner of W. W. Smith's land; thence south 89<sup>o</sup> west 23 poles and 9<sup>3</sup>/<sub>4</sub> links to a stone in the center of the crossing of the gravel road and State road; thence north 30 degrees east 12 poles and 18 links along the State road to a stone; thence north 58<sup>3</sup>/<sub>4</sub> west 14 poles and 8 links to a stone on the County line between Delaware and Union Counties at the south-east corner of John Tonguet's land; thence south 19<sup>o</sup> west 27<sup>7</sup>/<sub>8</sub> poles along the south line of John Tonguet's land to a stone on a post and brick-pats in the north side of the aforesaid gravel road at Levi Siver's north-east corner; thence south 1<sup>o</sup> east 93 poles and 16 links along the east side of said Siver's land to a stone on a post, in the said Siver's south-east corner; thence north 87<sup>1</sup>/<sub>2</sub> east 56 poles and 10<sup>3</sup>/<sub>4</sub> links to a stone on a post in the north

County 6500

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line of W<sup>m</sup> Debolt's land: thence north 45° west 73 poles and 15 1/2 links to the place of beginning containing thirty acres of land (excepting therefrom 12 acres off the south side, sold and conveyed to Jesse W<sup>m</sup> Allister in the year 1886. (See Union County Records N<sup>o</sup> 66, Page 389.

Appraised at Sixty dollars per acre.

Terms of Sale - One-third cash in hand on day of sale, and one-third in one year, and one-third in two years from day of Sale with mortgages on the premises for deferred payments.

W<sup>m</sup> H. Snodgrass, Sheriff  
Union County, Ohio.

F. J. Arthur, Attorney.  
The State of Ohio.  
Union County ss:

I, Geo. W. Worden, publisher, being duly sworn say that the notice hereto attached was published in The Richmond Gazette, on the 23<sup>d</sup> day of March 1893 and continued therein 5 consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Geo. W. Worden,

Sworn to and subscribed before me, this 28<sup>th</sup> day of April 1893.  
J. F. Millar, Notary Public

Printer's fee \$ 21.<sup>15</sup> (Seal)  
Probate 25-

Afterward, on the 26<sup>th</sup> day of April, 1893, an entry was made on the Journal by the Clerk of said Court.

Martha J. Sloop

Journal 16, Page 389.

Sarah A Sparks et al

This day this came on to be heard upon the motion of the counsel for the plaintiff, to confirm the sale made in this case, and upon producing the proceedings of the Sheriff, and the sale of the premises by him made in pursuance of a former order of this Court, and the same being examined and found by the Court in all respects in due form of law, it is approved and confirmed, and that said Sheriff execute and deliver to the said purchaser B. B. Kirk a deed in fee simple for the said lands and tenements by him sold as aforesaid.

And thereupon this cause came on to be further heard on motion to distribute the proceeds of the sale, on consideration whereof the Court order that the costs and expenses of this suit amounting to \$ 114.<sup>72</sup> including an attorney fee to F. J. Arthur of \$ 42.<sup>00</sup> and also the taxes amounting to \$ 7.<sup>12</sup> be paid out of the money arising from said sale. And that he pay to Eli Sloop and Silas Hedges the sum of \$ 183.<sup>76</sup> being the amount certified due them as Administrators of the

Entry  
6500

estate of W<sup>m</sup> N. Smith deceased, by the Probate Court of Union County, Ohio, and that he pay said Probate Court the sum of \$3<sup>00</sup> his costs on the same.

And that said Sheriff distribute the residue of the first payment as follows: 1<sup>st</sup> To Martha J. Sloop the sum of \$7.81<sup>3</sup>/<sub>4</sub>; 2<sup>d</sup> To Sarah A. Sparks the sum of \$7.81<sup>3</sup>/<sub>4</sub>; 3<sup>d</sup> To Lavina Swartz the sum of \$7.81<sup>3</sup>/<sub>4</sub>; 4<sup>th</sup> To Henry J. Smith the sum of \$7.81<sup>3</sup>/<sub>4</sub>; 5<sup>th</sup> To Samantha Smith the sum of \$7.81<sup>3</sup>/<sub>4</sub>; 6<sup>th</sup> To Elizabeth Hedges the sum of \$7.81<sup>3</sup>/<sub>4</sub>; 7<sup>th</sup> To Samuel N. Smith the sum of \$7.81<sup>3</sup>/<sub>4</sub>.

That he divide the residue as follows, and to take notes with interest from day of sale, and mortgage to secure the same on the premises:

To Martha J. Sloop \$51.3<sup>4</sup>/<sub>7</sub> in one year and the same amount in two years. To Sarah A. Sparks \$51.3<sup>4</sup>/<sub>7</sub> in one year and the same amount in two years. To Lavina Swartz \$51.3<sup>4</sup>/<sub>7</sub> in one year and the same amount in two years. To Henry J. Smith \$51.3<sup>4</sup>/<sub>7</sub> in one year and the same amount in two years. To Samantha Smith \$51.3<sup>4</sup>/<sub>7</sub> in one year and the same amount in two years. To Elizabeth Hedges \$51.3<sup>4</sup>/<sub>7</sub> in one year and the same amount in two years. To Samuel N. Smith \$51.3<sup>4</sup>/<sub>7</sub> in one year and the same amount in two years.

And upon the answer of Henry J. Smith the Court further find that he is a resident of Ohio. The head and support of a family and not the owner of a homestead and upon his demand his exemption is allowed herein as such, and the Sheriff is ordered to pay his share of the proceeds of said sale to his attorney J. F. Millar or D. W. Ayers.

Attest  
R. M. Lory  
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 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three.

Be It remembered that, heretofore, to wit, on the 9<sup>th</sup> day of February, A. D. 1893 James Irvine filed in the Clerk's Office of the said Court of Common Pleas the following Petition against La Fayette Harraman et al. to wit

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The State of Ohio,  
Union County ss:  
James Irvine, Plaintiff

Petition

vs.

La Fayette Harraman,  
Bank of Richwood & Timothy  
Fahy doing business as  
Fahy's Bank, Defendants.

In the Court of Common Pleas

Plaintiff James Irvine complains of the defendants and for cause says: First Cause of Action. That the said defendant La Fayette Harraman, on the 4<sup>th</sup> day of January A. D. 1886, executed and delivered to Fahy's Bank, in order his certain promissory note of that date, and thereby promised to pay to said Fahy's Bank in one year from said date, the sum of five hundred dollars, with interest at eight (8) per cent. per annum, until paid, interest due and payable semi annually, and if not paid when due to bear eight per cent. until paid. A true copy of which promissory note, with all the credits and indorsements thereon is hereto attached marked "Exhibit A." and made a part of this petition.

Plaintiff further says that he is now the owner and holder of said promissory note by purchase for a valuable consideration; that the interest thereon has been paid until January 4<sup>th</sup> A. D. 1888; that the sum of \$35.<sup>00</sup> was paid upon said note in addition to said interest on April 9<sup>th</sup> 1887; that \$28.<sup>00</sup> was paid thereon December 28<sup>th</sup> 1888; that \$23.<sup>92</sup> was paid thereon April 25<sup>th</sup> 1889; that \$7.<sup>65</sup> was paid thereon November 6<sup>th</sup> 1890, and that no other or further payments have been made upon said promissory note, and that there is now due this plaintiff from the said defendant La Fayette Harraman upon said note, the sum of six hundred and ten dollars and fifty cents with interest at the rate of eight (8) per cent. per annum, payable semi-annually from the fourth day of January A. D. 1893, and if interest not paid when due then interest to bear interest at the rate of eight (8) per cent. per annum.

Second Cause of Action:

For a second cause of action the plaintiff James Irvine says that he reavers and adopts all the allegations of said first cause of action as if they were fully set out and incorporated in this second cause of action and further says: That contemporaneously with the execution and delivery of the said promissory note mentioned and set forth in said first cause of action, the said defendant La Fayette Harraman with Martha A. Harraman his wife, joining him therein, executed and delivered to the said Fahy's Bank, his certain mortgage deed and thereby conveyed to the said Fahy's Bank the fol-

Following real estate situated in the County of Union and State of Ohio, and bounded and described as follows, to-wit:

Being a part of Military Survey N: 9941, containing thirty acres, and bounded and described as follows, to-wit:

Beginning at a point in the south line of the original survey from which a maple 14 inches in diameter bears north 18 degrees west 58 links, and south-west corner to Mattison's land: thence with said line south eight and three-fourths degrees west fifty-six and three-tenths poles to a post from which an elm 14 inches bears south 29 degrees east 35 links: thence north seven and one-half degrees west 99 and eight-tenths poles to a post from which a hickory six inches bears north 39 degrees east 23 links and a lynn four inches bears south thirty degrees east seventeen links: thence north eighty and three-fourths degrees east fifty-six and three-tenths poles to two willows and cottonwood: thence south seven and one-half degrees east ninety-nine and five-tenths poles to the place of beginning.

That said mortgage had a condition thereunder written by which it was provided: "That whereas the said La Fayette Harraman has executed and delivered to the grantee his note of hand for the sum of five hundred dollars payable one year after date with interest at eight per cent. payable semi-annually if interest not paid to draw interest at same rate until paid, and which note is of even date with this instrument.

Now if the said La Fayette Harraman his heirs and assigns, shall well and truly pay the above note when the same shall become due, to the grantee, or his heirs and assigns, according to the tenor thereof then this obligation shall be void, otherwise the same shall be in full force and virtue in law.

That said mortgage was duly filed for record with the Recorder of Union County, Ohio, on the 5<sup>th</sup> day of January A. D. 1856 at 7 o'clock A. M. and was by him duly recorded in the Records of Mortgages of Union County, Ohio, in Volume 22, Page 425, and that said mortgage is the first and best lien upon the real estate therein described.

Plaintiff further says that all the rights of the said Frahey's Bank in and to said mortgage have been duly transferred, sold and assigned to him and that he is entitled to enforce all the rights of the said Frahey's Bank thereunder.

Plaintiff says that the conditions of said mortgage have been broken and that he is entitled to have the equity of redemption of the said La Fayette Harraman on said real estate foreclosed.

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Waiver

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and delivery of said mortgage the said Martha A. Harraman, wife of the said La Fayette Harraman has died and that all her interest in said real estate has thereby determined.

That the defendants The Bank of Richwood and Timothy Fahey, doing business as Fahey's Bank, claim to have some interest and lien upon said premises by reason of certain judgments and mortgages thereon the exact nature and extent of which plaintiff is uninformed but whatever rights they may have in said premises are subject and postponed to the rights of the said plaintiff therein.

Wherefore, plaintiff prays that the said defendants La Fayette Harraman, The Bank of Richwood, and Timothy Fahey, doing business as Fahey's Bank, may be compelled by answer to set up what interest if any they may have in said premises, or in default thereof that they may be forever concluded therefrom; that an account may be taken of the amount due plaintiff upon his said claim and that he may have judgment therefor; that the liens upon said premises may be marshalled and their priorities fixed and determined; that in default of the payment of the amount due to this plaintiff by a short day to be named by the Court, an order or orders issue to the Sheriff of Union County, Ohio, commanding him to appraise, advertise and sell the real estate herein described, and that out of the proceeds of such sale plaintiff's said claim may be paid, with interest and cost, and for all proper relief in the premises.

By Scofield & Scofield,

Attorneys for Plaintiff.

The State of Ohio,  
Marion Countyss:

James Irvine being duly sworn deposes and says that the facts stated and allegations contained in the foregoing petition are true as he verily believes.  
James Irvine.

Sworn to before me by James Irvine and by him signed in my presence this 6<sup>th</sup> day of February, A.D. 1893.  
(Seal) Harry E. Woodcock, Notary Public  
Marion County, Ohio.

Waiver

We hereby waive the issuing and service of process and enter our appearance herein.

Fahey's Bank  
By Timothy Fahey, President.

Marion Ohio, February 6<sup>th</sup> 1893.

This is provided by mortgage  
35 acres Union County Ohio  
Without recourse  
Traders Bank  
A. A. Schumacher  
Cashier

\$500.<sup>00</sup> One year after date, for value received, we jointly and severally promise to pay Traders Bank, or order Five hundred dollars, interest due and payable semi-annually and if not paid when due to bear 8% until paid. And we hereby authorize and empower any Attorney-at-Law, at any time after the above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and costs, in favor of the said payee and release all errors which may accrue in the rendition of such judgment. And we also release the right of appeal the stay of execution, and the power and privilege to hold exempt from execution, any personal or real property belonging to us, or either of us, at and after the date of such judgment; and our said attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals, this 4<sup>th</sup> day of January A.D. 1896. La Fayette Harraman.  
Indorsed: Interest paid to July 4/96 } Received \$35.<sup>00</sup> April 9/87.  
Interest paid to Jan. 4/87. } Received \$28.<sup>00</sup> Dec. 28/88 for Int.  
Interest paid July 4/87 } Received \$23.<sup>92</sup> Apr. 25/89 for Int.  
Interest paid Jan. 4/88. } Received \$7.<sup>63</sup> Nov. 6/90 for Int.

And, at the same time said James Irvine filed the following Praecipe in the words and figures following.  
James Irvine  
vs.  
La Fayette Harraman et al  
Court of Common Pleas.

To the Clerk of said Court:  
Issue Summons in the above entitled case for the defendants La Fayette Harraman and The Bank of Richwood directed to the Sheriff of Union County, Ohio, indorsed: amount claimed money \$616.<sup>50</sup> with interest at 8% per annum payable semi-annually from January 4<sup>th</sup>, 1893, and sale of mortgaged premises, returnable according to law.  
Seafield & Seafield, Atlys. for Pltff.  
Marion, Ohio, February 6<sup>th</sup>, 1893.

And thereupon on the 9<sup>th</sup> day of February, 1893 a Summons in the following words and figures was issued in said cause indorsed as follows:  
The State of Ohio,  
Union County

To the Sheriff of Union County:  
You are hereby commanded to notify La Fayette Harraman and The Bank of Richwood that they have been sued by James Irvine in the Court of Common Pleas of Union County, and must answer by the 11<sup>th</sup> day

Praecipe  
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Summons  
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day of March A. D. 1893, or the petition of the said plain-  
tiff will be taken as true, and judgment rendered accord-  
ingly. You will make due return of this Summons  
on the 20<sup>th</sup> day of February A. D. 1893.

Witness my hand and the seal of said Court  
(Seal) This 9<sup>th</sup> day of February A. D. 1893.  
R. M. Leroy, Clerk.

Indorsed: "In action for money. Amount claimed \$610.<sup>00</sup> with  
interest at 8% per annum payable semi-annually from January  
4<sup>th</sup>, 1893 <sup>1/4</sup> sale of mortgaged premises."

Sheriff's  
Return

And afterward, on the 15<sup>th</sup> day of February, A. D. 1893  
the Sheriff of said County returned said writ to the Clerk  
Office in said County which return is as follows:

6509

Sheriff's Return	25
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Copy	15
Total	4 10

The State of Ohio.

Union County

Sheriff's Return.

Received this writ February 9<sup>th</sup> A. D. 1893  
at 5 o'clock P. M. and served same by deliver-  
ing a true and certified copy of this writ with the in-  
dorsements thereon to the within named defendants on  
the 13<sup>th</sup> day of February 1893.

Wm. G. Snodgrass, Sheriff.

Afterward, on the 12<sup>th</sup> day of April 1893, an Entry  
was made on the Journal by the Clerk of said Court, to-wit:  
James Irvine  
vs.  
La Fayette Harraman et al

Journal 16, Page 368.

This day this cause came on to be heard upon  
the petition and the evidence (all of the said defendants  
being in default for answer or demurrer) and was argued  
by counsel; upon consideration whereof, and the Court  
being duly advised in the premises, do find that all  
of the said defendants have been duly and legally notified  
of the filing and pendency of the petition in this case  
and that by reason of their failure to answer or demur-  
rer to the allegations of the said petition the same are  
by them confessed to be true.

And the Court do further find that there is due  
to the said plaintiff from the said defendant La Fayette  
Harraman upon the promissory note mentioned and  
set forth in the petition the sum of \$--- together with  
interest thereon at the rate of eight per cent. per annum  
from the date of the entry of this decree.

And the Court do further find that in order  
to secure the payment of said promissory note the  
said defendant La Fayette Harraman (his wife Martha P.  
Harraman who is now deceased joining him therein) ex-  
ecuted and delivered to Frahey's Bank his certain mortgage  
deed upon the real estate described in plaintiff's petition  
herein; that said mortgage deed was duly filed for  
record with the Recorder of Union County, Ohio, on the

5<sup>th</sup> day of January A. D. 1886 at 7 o'clock A. M. and was duly recorded in the Records of Mortgages of said Union County on the 9<sup>th</sup> day of January 1886 in Vol. 22, Page 425 of the Records of Mortgage of said County; that the said plaintiff James Irvine is now the holder and owner of said mortgage by virtue of a sale and assignment thereof from the said Farmers Bank; that the conditions of said mortgage have been broken, and that the said plaintiff is entitled to have the defendants equity of redemption in said real estate foreclosed.

It is therefore ordered, adjudged and decreed by the Court that unless the said defendant La Fayette Harraman within five days from the entry of this decree pay or cause to be paid to the said plaintiff the amount hereinbefore found due him, together with interest and costs an order or orders issue to the Sheriff of Union County Ohio, commanding him to appraise, advertise and sell the real estate described in the petition as upon execution at law, and that he bring the proceeds of such sale into this Court to abide its further orders thereon.

Præcipe

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

6509

To the Clerk of said Court:

Please is an Order of Sale in the above entitled case to the Sheriff of Union County, Ohio, returnable according to law.

James Irvine  
By Scofield & Scofield, Attorneys.

Order of Sale

Afterward, on the 18<sup>th</sup> day of April, A. D. 1893, an Order of Sale was issued by the Clerk of said Court, to wit: The State of Ohio.

6509

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 12<sup>th</sup> day of April 1893 James Irvine obtained a judgment and decree against La Fayette Harraman for the sum of six hundred and nineteen  $\frac{57}{100}$  dollars and fifteen  $\frac{3}{4}$   $\frac{24}{100}$  dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said La Fayette Harraman within 5 days from the 12<sup>th</sup> day of April A. D. 1893 pay unto the said James Irvine the said sum of six hundred and nineteen and  $\frac{57}{100}$  dollars with interest from the 12<sup>th</sup> day of April 1893 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 six hundred and

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nineteen  $\frac{2}{100}$  dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating judgments and executions at law, the following lands and tenements situate in Union County, Ohio, to wit: Being a part of Military Survey No. 2241 containing thirty-five acres and bounded and described as follows: to wit: Beginning at a point in the south line of the original survey from which a maple 14 inches in diameter bears N. 18° W. 58 links and south-west corner to Mattison's land: thence with said line south eight and three-fourths degrees west fifty-six and three-tenths poles to a post from which an elm 14 inches bears south 89° east 35 links: thence north seven and one-half degrees west 99  $\frac{2}{5}$  poles to a post from which a hickory six inches bears north 37° east 23 links and a lynn four inches bears south 30° east 17 links: thence N. 80  $\frac{3}{4}$ ° east 56  $\frac{3}{4}$  poles to two willows and cottonwood: thence south 7  $\frac{1}{2}$ ° E. 97  $\frac{2}{5}$  poles to the place of beginning.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution agreeably to the tenor thereof, and that you expose to sale the above described real estate, under the statute regulating Sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your 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 18<sup>th</sup> day of April 1893.  
R. McBrory, Clerk.

And afterward, on the 3<sup>rd</sup> day of June A. D. 1893 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 18<sup>th</sup> day of April A. D. 1893 and on the 2<sup>nd</sup> day of April A. D. 1893 I called an inquest of Elmer J. Cox, Joseph Price and Benjamin Green 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: \$ 30.<sup>00</sup> per acre) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court. Thereupon I caused public notice of the time and

Sheriff's Return

6509

Service	25	place of sale of said real estate to be given for
Levy	25	more than thirty days (to wit: five consecutive
Sund. Apr.	120	weeks before the day of sale by advertisement
Swear. "	25	in the Richwood Gazette a newspaper printed
Convey. "	50	in said Union County, and of general circu-
Writing Apr.	25	lation therein, as will appear by a copy of
Copy of "	25	said advertisement hereto attached.
Notice to Str.	25	And on the 3 <sup>rd</sup> day of June A. D. 1893
Affidavit "	25	at the door of the Court House, in Marysville,
Writing Notice	25	Ohio, at the hour of One o'clock P. M. of said
Mileage	3 67	day, the time and place of sale specified in
Roundage	11 55	said notice I offered the within described real
Return	25	estate at public auction; and then and there
Total	18 98	struck off and sold the same to James Cutler
Printers fee	20 00	for the sum of seven hundred and seventy
Apprs. fee.	3 00	dollars (\$770. <sup>00</sup> ) he being the highest bidder

therefor, and the sum bid being more than two-thirds of the appraised value. W<sup>m</sup> G. Snodgrass, Sheriff.

Afterward, on the 30<sup>th</sup> day of May, 1893, a Proof of Publication was filed with the Clerk of said Court, to wit: James Irvin Sheriff's Sale On Order of Sale.

Lafayette Harraman, 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 June 3<sup>rd</sup>, A. D. 1893 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 a part of Military Survey N<sup>o</sup> 9941 containing eighty-five acres and bounded and described as follows, to wit: Beginning at a point in the south line of the original survey from which a maple tree 14 inches in diameter bears North eighteen degrees west fifty-eight links and south-west corner to Mattison's land: thence with said line south eight and three-fourths degrees, west fifty-six and three-tenths poles to a post from which an elm tree fourteen inches in diameter bears south eighty-nine degrees east thirty-five links: thence north seven and one-half degrees, west ninety-nine and eight tenths poles to a post from which a hickory tree six inches in diameter bears north thirty-nine degrees east twenty-three links and a lynn tree four inches bears south thirty degrees, east seventeen links; thence north eighty and three-fourths degrees east fifty-six and three-fourths poles to two willows and cottonwood; thence south seven and one-half degrees east ninety-nine and five tenths poles to the place of beginning. Appraised at \$30<sup>00</sup> per

Proof of Publication  
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Wm G Snodgrass, Sheriff Union County, Ohio  
The State of Ohio,  
Union County, ss:

I, Geo. W. Worden, publisher, being duly sworn, say that the notice hereto attached was published in The Richmond Gazette, on the 27<sup>th</sup> day of April, 1893 and continued therein five consecutive times, during all of which time said newspaper was printed and in general circulation in said county.

Geo. W. Worden.

Sworn to and subscribed before me, this 29<sup>th</sup> day of May, 1893. (Seal) J. F. Mullar, Notary Public.

Chs. Fee \$ 19.<sup>75</sup> Probate, 2/3-

Entry

Afterward, on the 5<sup>th</sup> day of June, A. D. 1893, an entry was made on the Journal by the Clerk of said Court, to-wit: James Irvine

15-09

Or.

Journal 16, Page 409

La Fayette Harraman et al

This day this cause came on to be heard upon the report of the Sheriff of this County of a sale by him made in pursuance of a former order in this case, and upon motion to confirm the same; and the Court here having carefully examined the proceedings of said Sheriff in and about said sale and finding the same to be had in all respects in conformity to law and the orders of the Court do approve and confirm the same. And said Sheriff is ordered by deed in fee simple to convey said premises to the purchaser thereof James Butler.

And the Court coming now to distribute the proceeds of said sale amounting to the sum of \$ 770.<sup>00</sup> do order that said Sheriff out of the moneys in his hands pay

First: The costs of this proceeding and the increase costs hereof amounting the sum of \$ 47.<sup>81</sup>

Second: To the Treasurer of this County the taxes now due and assessed against said premises the sum of \$ 90.<sup>13</sup>

Third: To the said plaintiff in full of the amount hereinbefore found due him with interest to this date the sum of \$ 630.<sup>72</sup>

Fourth: And the balance of said proceeds, if any, to the said defendant La Fayette Harraman.

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 3<sup>d</sup> day of April, in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 3<sup>d</sup> day of March, 1893, Le Roy Decker filed in the Clerk's Office of the said Court of Common Pleas the following Transcript in Attachment against Ida M. Houston, to-wit:

Transcript

65 13

The State of Ohio, Paris Township, In Justice Court,  
Union County, vs. Before J. H. Kinkade, Justice of Peace  
Le Roy Decker, Plaintiff

Ida M. Houston (formerly  
Ida M. Fowler) Defendant

F. T. Arthur, Plaintiffs  
February 28<sup>th</sup>, 1893.

The plaintiff Le Roy Decker filed his bill of particulars against the defendant Ida M. Houston, formerly Ida M. Fowler as follows, to-wit,

Marysville, Ohio, February 25<sup>th</sup>, 1893.  
Mrs. Ida M. Houston formerly Ida M. Fowler, Dr.  
In account with Le Roy Decker

August 20 <sup>th</sup> , 1891.	To 1 pair diamond ear drops	\$ 30. <sup>00</sup>
August 20 <sup>th</sup> , 1891.	To 1 gold watch & chain	\$ 30. <sup>00</sup>
August 20 <sup>th</sup> , 1891.	To difference in	2. <sup>00</sup>
	Interest from September 1 <sup>st</sup> , 1891	<u>5.63</u>
		\$68.13

Plaintiff claims judgment on the above account for \$68.<sup>13</sup> with interest from March 1<sup>st</sup>, 1893. Also filed his affidavit establishing that the defendant is a non resident of County of Union and State as follows:

Le Roy Decker, Plaintiff  
vs.  
Ida M. Houston (formerly  
Ida M. Fowler) Defendant  
The State of Ohio,  
Union County vs:

Before J. H. Kinkade J. P. of  
Paris Township,  
Union County, Ohio.

The said Le Roy Decker makes oath that the claim in this action is on account, and the said Le Roy Decker also makes oath that the said claim is just and that the said plaintiff ought as he the said deponent believes to recover thereon \$68.<sup>13</sup>.

He also makes oath that the said defendant is a non resident of Union County and State of Ohio. And affiant further says that the property sought and about to be attached in this action is not exempt from execution and is not the personal earnings of said defendants, nor the personal earnings of her minor

Petition

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child or children for services rendered within 3 months prior to the commencement of said action of the plaintiff  
DeRoy Decker.

Sworn to and subscribed by the said DeRoy Decker before me this 28<sup>th</sup> day of February, A.D. 1893.  
J. H. Kinkade, Justice of the Peace

Plaintiff asked summons and order of attachment. February 28<sup>th</sup>, 1893, issued summons and order of attachment returnable March 3<sup>rd</sup>, 1893.

February 28<sup>th</sup>, 1893, Summons returned indorsed: "Received this writ February 28<sup>th</sup>, 1893, within named defendant not found in my jurisdiction."

Mileage 20 Sam. Bonnett, Constable.

February 28<sup>th</sup>, 1893, attachment returned indorsed: February 28<sup>th</sup>, 1893 Received this order. No property or effects found.

The defendant is the owner of an interest in certain real estate in said County now occupied by George Lovell as a shoe store.

Sam. Bonnett, Constable.

March 3<sup>rd</sup>, 1893, the plaintiff appeared and it appearing from the return of the constable that no property moneys rights or credits of the defendant have been taken under attachment, but that the defendant is the owner of an interest in real estate in the County at the request of the plaintiff I made Transcript and certified the same for filing with Clerk of the Court of Common Pleas for further action.

The plaintiff paid the costs including transcript to date. \$3<sup>00</sup> J. H. Kinkade, Justice of the Peace.

The State of Ohio,  
Union County ss:  
Paris Township

I do hereby certify that the foregoing is a full and true copy from my docket of the proceedings had by and before me at my office in said township on the above action.

J. H. Kinkade, Justice of the Peace  
of the aforesaid Township.

March 3<sup>rd</sup>, 1893. Afterward, on the 3<sup>rd</sup> day of March, A. D. 1893, a Petition was filed with the Clerk of said Court, to wit:

DeRoy Decker, Plaintiff  
vs.

Court of Common Pleas,  
Union County, Ohio.

Ida M. Houston (formerly  
Ida M. Fowler, Defendant

The plaintiff says, that he commenced this action before J. H. Kinkade Justice of the Peace in said County of Union State of Ohio, and Paris Township, and caused a writ of attachment to issue thereon against the defendant, and the constable to whom the same was delivered

Petition  
63 13

returned the same endorsed "no property or effects found.  
 The defendant is the owner of an interest in real estate in said County of Union and State of Ohio, and in the village of Marysville, said real estate being a business block now occupied and in possession of George Lovell and used by him now as a boot and shoe store. And the transcript of which proceedings is filed in the said Court, and the said plaintiff says, there is due to him from said defendant and on account the sum of sixty-eight and  $\frac{13}{100}$  (\$68<sup>13</sup>) dollars, and costs \$3.<sup>00</sup> with 6 per cent. interest from the 1<sup>st</sup> day of March A.D. 1893 on the account of the defendant as filed before said Justice of the Peace and here stated which reads as follows: "Marysville, Ohio, February 28", 1893.

Mrs. Ida M. Houston, formerly Ida M. Fowler Dr.  
 In account with Le Roy Decker  
 August 20<sup>th</sup>, 1891. To 1 pair diamond ear-drops \$30.<sup>00</sup>  
 " " " " " To gold watch and chain 30.<sup>00</sup>  
 " " " " " To difference in -- locket 2.<sup>50</sup>  
 Interest from September 1<sup>st</sup>, 1891 5.<sup>63</sup>  
 Cost on transcript 3.<sup>40</sup>  
 \$ 71.<sup>53</sup>

Therefore the plaintiff asks judgment against the said defendant for said sum of \$68<sup>13</sup> with 6 per cent. interest from 1<sup>st</sup> day of March 1893 on above claim and interest and \$3.<sup>40</sup> costs heretofore expended.

P. J. Arthur, Attorney for Plaintiff.

The State of Ohio,  
 Union County ss:

Le Roy Decker the plaintiff being duly sworn says he believes the allegations of the foregoing petition to be true.  
 Le Roy Decker.

Sworn to before me and signed in my presence this 3<sup>rd</sup> day of March, 1893. (Seal) R. M. Leroy, Clerk.

Waiver  
 6-5-13 I hereby waive the issuing of summons and service by process or publication, and enter the appearance of the above named defendant, Ida M. Houston in above case this 3<sup>rd</sup> day of March, 1893.

D. N. Ayers, Attorney for  
 Ida M. Houston

Summons  
 And thereupon, on the 3<sup>rd</sup> day of March, A.D. 1893 a summons in the following words and figures was issued in said cause endorsed as follows:  
 The State of Ohio,  
 Union County

To the Sheriff of Union County:  
 You are hereby commanded to notify Ida M. Houston that she has been sued by Le Roy Decker in the Court of Common Pleas of Union County, and must answer by the 1<sup>st</sup> day of April A.D. 1893 or the petition of the said plaintiff

will be  
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will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 13<sup>th</sup> day of March A. D. 1893.

Witness my hand and the seal of said Court, this (Seal) 3<sup>rd</sup> day of March A. D. 1893.  
R. M. Leroy, Clerk.

Indorsed: In action for Attachment. Amount claimed \$68.<sup>13</sup> costs \$3.<sup>40</sup>

And afterward, on the 6<sup>th</sup> day of March, A. D. 1893 the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

Ser. Return	25
Mileage	32
Copy	15
Total	\$ 72

The State of Ohio. Union County Sheriff's Return.

Received this writ March 3<sup>rd</sup> 1893 at 4 o'clock P. M. The within named defendant not found. W. G. Snodgrass, Sheriff.

Affidavit

6.5.13

Afterward, on the 3<sup>rd</sup> day of March, A. D. 1893, an Affidavit was filed with the Clerk of said Court, to wit: Le Roy Decker, Plaintiff

vs. Ida M. Houston formerly Ida M. Fowler, Defendant

Court of Common Pleas Union County, Ohio.

The undersigned Le Roy Decker, plaintiff, being duly sworn says this action is brought on an account of the defendant to the plaintiff for \$62.<sup>50</sup> dated August 20<sup>th</sup> 1891 and due at that time that interest up to March 1<sup>st</sup> 1893 at 6 per cent. had accrued amounting to \$5.<sup>63</sup> total \$68.<sup>13</sup> on which the plaintiff says he ought to recover of the defendant the sum of \$68.<sup>13</sup> with 6 per cent. interest from 1<sup>st</sup> day of March 1893 and \$3.<sup>40</sup> Justice's costs herein expended. That said claim is due and is just.

That the defendant is not a resident of the State of Ohio but is a resident of Denver in the State of Colorado and is the owner of or has an interest in real estate in said County of Union and State of Ohio and in the village of Marysville said real estate being a business block now occupied and in possession of George Lovell and used by him now as a boot and shoe store. And he makes this affidavit for a writ of attachment in said cause, and he says service of Summons cannot be made on defendant in the State of Ohio, and this affidavit is for the purpose of obtaining service by publication.

Le Roy Decker.

Sworn to before me and subscribed in my presence by the plaintiff Le Roy Decker this 3<sup>rd</sup> day of March 1893.  
A. M. Leroy, Clerk of Court.

(Seal)

Attachment

And thereupon, on the 3<sup>d</sup> day of March, A. D. 1893 the following Order of Attachment was issued in said cause.  
The State of Ohio.

Union County, ss: Court of Common Pleas.  
Le Roy Decker, Plaintiff  
vs.  
Ida M. Houston Defendants

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 Ida M. Houston in your County not exempt by law from being applied to the payment of the claims of the plaintiff Le Roy Decker or so much thereof as will satisfy his claim for six-ty eight  $\frac{3}{4}$   $\frac{13}{100}$  dollars judgment and three  $\frac{3}{4}$   $\frac{4}{100}$  dollars costs of suit before Justice and also for fifty dollars the probable cost of this action.

You will make due return of this order on the 13<sup>d</sup> day of March A. D. 1893.

Witness my hand and the Seal of said Court  
(Seal) This 3<sup>d</sup> day of March A. D. 1893.  
R. M. Leroy, Clerk.

Sheriff's Return

And afterward, on the 6<sup>d</sup> day of March, A. D. 1893 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	25
Copies	25
Mileage	32
Sum. Apr.	20
Suvar.	25
Return	25
Total	252
Apris. fee.	2.00

Sheriff's Office, Union County, Ohio, March 3<sup>d</sup> 1893.  
Received this order on the 3<sup>d</sup> day of March A. D. 1893, and in obedience to the command thereof, I did on the 3<sup>d</sup> day of March A. D. 1893 in the presence of Marion Hopkins and John Wiley 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 appraisment of said property, we proceeded to make such inventory and appraisment as will fully appear by reference to said Schedule "A."

Schedule "A."

We, Wm. G. Snodgrass Sheriff of Union County, and Marion Hopkins and John Wiley two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of Ida M. Houston which was appraised at fifteen hundred dollars and hereinafter described as follows, viz: being a business block in the village of Marysville, Union County, Ohio, and now occupied by George Lovell as a boot shoe store, taken as the property of Ida M. Houston.

Given under our hands this 3<sup>d</sup> day of March, A. D. 1893.  
Wm. G. Snodgrass, Sheriff  
M. Hopkins, & John Wiley.

Entry

6.5.13

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Le Roy Decker  
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Petition

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Afterward, on the 19<sup>th</sup> day of April A. D. 1893, an Contry was made on the Journal by the Clerk of said Court, to wit: LeRoy Decker.

vs.

Journal 16. Page 379.

Ida M. Houston

This cause coming on this day for hearing, was submitted to the Court upon the pleadings and evidence without the intervention of a jury; on consideration whereof the Court find on the issue joined for the plaintiff, and that there is due said plaintiff the sum of \$71.<sup>53</sup> and costs. It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum of \$71.<sup>53</sup> as aforesaid found, due and also costs. And on motion of the said plaintiff 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 his hands remaining, or so much thereof as will satisfy the judgment and costs aforesaid.

Attest

R. M. Crony  
Clerk

Petition

6.5.12

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 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to wit, on the 22<sup>nd</sup> day of February, 1893, Effie Pritchard filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William Pritchard to wit:  
Effie Pritchard, Plaintiff

vs.

William Pritchard Defendant.

In Union County Court of Common Pleas.

Plaintiff says she has been a resident of the State of Ohio for more than a year last past and is now a bona fide resident of Union County Ohio. That on the 18<sup>th</sup> day of October A. D. 1888 she was married to the defendant at New Dover, Ohio, whom she prays may be made a party hereto. Plaintiff further states that she has been a faithful wife to the defendant always willing to perform her duties as a wife toward him. But he disregarding his marital duties has been guilty of habitual drunkenness for more than three years last past, and

by reason of his habits of drunkenness and debauchery she was compelled for her own safety and to protect herself from bodily harm and abuse to leave him and live separate and apart from him, and during all their married life he has been guilty of gross neglect of duty wholly neglecting to provide her a home or any of the necessaries of life.

During their married life they have one child now about three years old called Dana Bitchard who is now under the care of the plaintiff.

She therefore prays that upon the final hearing of this petition she be divorced from the defendant and the marriage relation be wholly dissolved between her and said William Bitchard, and that she be decreed the custody, care and control of said child Dana Bitchard for all proper relief in the premises.

Effie Bitchard.

By J. M. Kennedy her Attorney

And, at the same time Effie Bitchard filed the following Waiver in the words and figures following:

*Waiver* To the Clerk: Issue a Summons and Copy of Petition in above case directed to Sheriff of Union County, Ohio for William Bitchard return according to law.

J. M. Kennedy, Attorney for Plaintiff.

*Summons* And thereupon, on the 22<sup>nd</sup> day of February, 1893 a Summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio

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

You are commanded to notify William Bitchard that Effie Bitchard has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with habitual drunkenness, and asking that she be divorced from him and for 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 6<sup>th</sup> day of March A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 22<sup>nd</sup> day of February A. D. 1893

R. M. Erory, Clerk

And afterward, on the 28<sup>th</sup> day of February, 1893 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 25<sup>th</sup> day of February A. D. 1893 and on the 28<sup>th</sup> day of February A. D. 1893 I served the

*Sheriff's Return*

Same by indorsement named

*Entry*

6-5-12

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Joseph



Same by delivering a true copy thereof of this writ with the indorsements thereon, also the petition to the within named defendant. Wm B. Snodgrass, Sheriff.

Entry

Afterward, on the 14<sup>th</sup> day of April, 1893, an Entry was made on the Journal by the Clerk of said Court.

65-12

Effie Critchard

vs.

William Critchard

Journal 16, Page 372.

This day this cause came on to be heard upon the petition of the plaintiff and the testimony of plaintiff's witnesses the defendant being in default for answer, and the Court being fully advised in the premises do find for the plaintiff as follows to wit:

1<sup>st</sup> That due notice of the pendency of this petition had been served on the defendant.

2<sup>nd</sup> That said parties were married as stated in the petition.

3<sup>rd</sup> That said defendant has been guilty of habitual drunkenness and gross neglect of duty for more than three years last past as set out in said petition.

It is thereupon considered and adjudged by the Court that a complete divorce be granted the plaintiff and that she have the custody, care, control and education of said child Dana Critchard with privilege to the defendant to visit said child at proper times. And that she recover her costs taxed at \$ - - -

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 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to wit, on the 4<sup>th</sup> day of March 1893 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:

Caroline V. Wells, Plaintiff

vs.

Joseph T. Wells, Defendant

In the Court of Common Pleas  
Union County, Ohio.

Petition

65-15

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

That on the 15<sup>th</sup> day of October 1871 she was married to the defendant, and there has been born to them as the result of said marriage relation the following children now living to wit: Clara S. Wells aged about 17 years and Guy Wells aged about 12 years.

For the year last past the defendant has been guilty of gross neglect of duty as a husband, in refusing to give to the plaintiff the affection and kind treatment due to her as a wife and in neglecting to provide for her personal support and comfort.

Second: During the year last past at divers and many times the defendant has been guilty of extreme cruelty to the plaintiff, in cursing and abusing her in the presence of her children, and in using toward plaintiff vile epithets indicating the plaintiff to be an unchaste woman, and in the month of November last the defendant with great anger and violence cursed the plaintiff and struck at her with an iron poker, barely missing her head and causing her great shock and fright, and causing her to be sick and nervous and has otherwise cruelly treated the plaintiff.

Third: The plaintiff has always conducted herself properly as a wife. The plaintiff therefore prays that she may be divorced from the defendant and have the care and custody of said children, and may have alimony pending this suit, and reasonable alimony on the final hearing hereof, and for all proper relief.

J. L. Cameron, Attorney for Plaintiff.

And, at the same time said Caroline Wells filed the following Praecipe in the words and figures following:

Praecipe

65-15

Clerk issue Summons and copy of the Petition to the Sheriff of Union County, Ohio, for the defendant.

J. L. Cameron, Attorney for Plaintiff

And thereupon on the 6<sup>th</sup> day of March, 1893 a Summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio,

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

You are commanded to notify Joseph T. Wells that Caroline V. Wells has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him) charging him with cruelty and gross neglect of duty and asking that she be divorced from him, and that she have reasonable alimony and for other proper

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65-15

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

You will make due return of this summons on the 20<sup>th</sup> day of March A. D. 1893.

(Seal) Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 6<sup>th</sup> day of March A. D. 1893.  
R. M. Crony, Clerk.

And afterward, on the 10<sup>th</sup> day of March A. D. 1893 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	25
Copy	15
Mileage	3 87
Return	25
Total	\$ 4 49

Received 10 o'clock A. M. on the 9<sup>th</sup> day of March A. D. 1893; and on the 10<sup>th</sup> day of March A. D. 1893 I served the same by delivering a certified and true copy thereof of this writ with the indorsements thereon, also a true copy of the petition to the within named defendant.  
W. G. Snodgrass, Sheriff.

Entry  
6515

Afterward, on the 26<sup>th</sup> day of April A. D. 1893, an entry was made on the Journal by the Clerk of said Court.

Caroline V. Wells  
vs.  
Joseph T. Wells

Journal 16, Page 388.

This day came the parties by their attorneys and this cause came on to be heard upon the petition and the evidence. On consideration whereof the Court being fully advised in the premises finds that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union and that the parties 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 extreme cruelty as set forth in the petition and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

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

It is further ordered that the custody, care, education, and control of the said children of the parties hereto be, until further order confided to the said plaintiff exclusively, but the defendant may visit them at reasonable times.

It is further ordered and decreed that the defendant be forever divested of all and every claim of title or interest

by courtesy, or otherwise in or to any of the real estate of the plaintiff. It is further ordered that the defendant be permitted to occupy free of rent until the first day of November next the building known as the Undertakers office standing on leased grounds in Plain City, Ohio, and that at the expiration of said time he give the possession of the same to the in as good condition as it now is.

And it is further considered by the Court that the said plaintiff recover from the defendant her costs herein expended and execution is awarded therefor.

Attest, I  
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 April, to-wit, on the 3<sup>d</sup> day of April in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 17<sup>th</sup> day of March A. D. 1893, U. S. Alden filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. A. Gilbertson to-wit:

U. S. Alden, Plaintiff

Petition

vs.  
J. A. Gilbertson, Defendant

Court of Common Pleas,  
Union County, Ohio.

65-24

First Cause of Action: The plaintiff says, the defendant is indebted to the plaintiff on a promissory note of which the following is a copy, there are no credits or indorsements thereon.

" \$ 187 <sup>43</sup>/<sub>100</sub>, Milford Centre, Ohio, May 13<sup>th</sup>, 1891.

" Sixty days after date I promise to pay to the order of U. S. Alden one hundred and eighty-eight and <sup>43</sup>/<sub>100</sub> dollars at Milford Centre Bank.

" at 7% per annum from date. Value received with interest "J. A. Gilbertson"

There is due plaintiff from defendant on such note the sum of one hundred and eighty-eight and <sup>43</sup>/<sub>100</sub> dollars which he claims with interest at 8 per cent, from May 13<sup>th</sup>, 1891.

Second Cause of Action: The defendant is further indebted to plaintiff on a promissory note of which the following is a copy, and there are no credits or indorsements thereon.

" Milford, Centre, O. December 15<sup>th</sup>, 1891.

" Sixty days after date I promise to pay to the order of U. S.

" Alden at  
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" Alden at Milford Centre, Ohio, Six hundred and nine and <sup>11</sup>/<sub>100</sub> dollars. Value received with interest at 8% per annum from date. \$609.<sup>81</sup> J. A. Culbertson.

On which note there is due plaintiff from defendant the sum of six hundred and nine and <sup>11</sup>/<sub>100</sub> dollars which he claims with interest at 8% from December 15<sup>th</sup>, 1891.

Wherefore plaintiff asks judgment against defendant in the sum of seven hundred and ninety eight and <sup>26</sup>/<sub>100</sub> dollars (\$798.<sup>26</sup>) with interest on one hundred and eighty eight and <sup>45</sup>/<sub>100</sub> dollars at 8% from May 13<sup>th</sup> 1891, and on six hundred and nine and <sup>11</sup>/<sub>100</sub> dollars with interest at 8% from December 15<sup>th</sup>, 1891.

D. W. Ayers, Attorney for Plaintiff.

State of Ohio,  
Union County ss

D. W. Ayers being duly sworn says he is the attorney of the above named plaintiff U. S. Alden duly authorized in the premises. That this action is founded on two promissory notes for the unconditional payment of money and that the said notes are now in the possession of this affiant. That the facts stated and allegations in the foregoing petition are as he believes true.

Sworn to before me and signed in my presence this 16<sup>th</sup> day of March 1893. R. L. Woodburn

(Seal) Notary Public Union County Ohio

And, at the same time U. S. Alden filed the following Praecipe, in the words and figures following.

Praecipe

Clerk:  
Issue Summons on the petition in the above case to the Sheriff of Union County, Ohio, returnable according to the following words and figures:  
Indorse: "Action for money only. Amount claimed \$798.<sup>26</sup> with interest on \$188.<sup>45</sup> dollars at 8 per cent. May 13<sup>th</sup>, 1891 and interest on \$609.<sup>81</sup> at 8 per cent. interest from December 15<sup>th</sup>, 1891.  
D. W. Ayers, Attorney for Plaintiff.

Summons

And thereupon on the 17<sup>th</sup> day of March A. D. 1893 a Summons in the following words and figures was issued in said cause indorsed as follows:

15-24

The State of Ohio,  
Union County | To the Sheriff of Union County:  
You are hereby commanded to notify J. A. Culbertson that he has been sued by U. S. Alden in the Court of Common Pleas of Union County, and must answer by the 15<sup>th</sup> day of April A. D. 1893 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.  
You will make due return of this Summons on the 27<sup>th</sup> day of March A. D. 1893.  
Witness my hand and the seal of said Court at

this 17<sup>th</sup> day of March A.D. 1893.

R. Mileroy, Clerk.

Sheriff's Return

And afterward, on the 23<sup>rd</sup> day of March, A.D. 1893, the Sheriff of said County returned said Summons to the Clerk's Office in said County which return is as follows:

Ser. <sup>y</sup> Return	25
Mileage	1.20
Copy	15
Total	1.60

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

Received this writ March 17<sup>th</sup>, A.D. 1893 at 4 o'clock P.M. <sup>3/4</sup> served same by delivering a certified copy of this writ with the indorsements thereon to the within named defendant Joseph Culbertson personally on the 23<sup>rd</sup> day of March 1893. W<sup>m</sup> G. Snodgrass, Sheriff.

Entry

65-24

Afterward, on the 2<sup>nd</sup> day of May, A.D. 1893, an entry was made on the Journal by the Clerk of Court.

U. S. Alden

vs.

Journal 6. Page 328.

J. A. Culbertson

Now comes the plaintiff by his attorney and the defendant being in default for answer or demurrer the Court find that the allegations of the petition are confessed by him to be true and find that the defendant J. A. Culbertson is indebted to the plaintiff U. S. Alden in the sum of \$216.<sup>54</sup> with interest at 8 per cent. from April 4<sup>th</sup> 1893 on the first cause of action in said petition set forth.

The Court further find that there is due from the defendant in the second cause of action on the indebtedness therein set forth the sum of \$701.<sup>72</sup> with interest at 8 per cent. from April 4<sup>th</sup> 1893.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the sum of \$216.<sup>54</sup> with interest at 8 per cent. from April 4<sup>th</sup>, 1893 and the sum of \$701.<sup>72</sup> with interest at 8 per cent. from April 4<sup>th</sup>, 1893 and his costs herein expended and that execution issue therefor.

Attest

R. Mileroy  
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 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 1<sup>st</sup>

Motion

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day of April, 1893 Sharer & March filed in the Clerk's Office of the said Court of Common Pleas the following Motion for Conditional Order of Revivor of Dormant Judgment against A. M. Freeman to wit:

Motion

Sharer & March, Plaintiff

vs.

6533

A. M. Freeman, Defendant

Court of Common Pleas,  
Union County, Ohio.

Sharer & March the above named plaintiffs moves herein for the allowance of a conditional order of revivor of the judgment rendered in this action in his favor and against the said defendants before W. M. Winget J. P. Paris Township Union County, Ohio, on May 14<sup>th</sup>, 1887 for \$67.<sup>26</sup> debt, costs \$2.<sup>65</sup> Afterwards, to wit on June 11<sup>th</sup>, 1887, transcript was filed with Clerk Common Pleas Union County Ohio, and at the May Term A. D. 1887 of said Court to wit: On the said 11<sup>th</sup> day of June A. D. 1887 said transcript was filed and became a lien by said Court Common Pleas for the sum of \$67.<sup>26</sup> and \$2.<sup>65</sup> costs and increase costs \$2.<sup>06</sup>, judgment \$67.<sup>26</sup> costs \$4.<sup>71</sup> Total \$71.<sup>97</sup> with interest at the rate of 6 per cent. per annum from the 14<sup>th</sup> day of May A. D. 1887 which judgment is wholly unsatisfied and upon which no execution has been sued out since the 13<sup>th</sup> day of June A. D. 1887. Said order to be for the sum of \$71.<sup>97</sup> with interest from the 14<sup>th</sup> day of May A. D. 1887.

J. J. Arthur, Attorney for Plaintiff.

Journal 16, Page 353.

Sharer & March, Plaintiff

vs.

6533

A. M. Freeman, Defendant

Conditional Order of Revivor  
of Dormant Judgment  
Court of Common Pleas,  
Union County, Ohio.

In this cause, on the motion of said plaintiff Sharer & March, and it being made to appear to the Court that the said judgment herein has become dormant, and that there is still due thereon the sum of sixty-seven <sup>26</sup>/<sub>100</sub> dollars and four <sup>97</sup>/<sub>100</sub> dollars costs with interest from the 14<sup>th</sup> day of May A. D. 1887.

It is therefore ordered that said A. M. Freeman be and they are hereby ordered to show cause why the said judgment for said sum of money should not be revived on or before the 6<sup>th</sup> day of May, A. D. 1893 and in default of such showing, that said judgment to stand revived for said sums of money.

Afterward, on the 5<sup>th</sup> day of April A. D. 1893, Conditional Order issued by the Clerk of said Court, to wit:

The State of Ohio  
Union County, ss:

To the Sheriff of Franklin County:

Whereas, In the case of Sharer & March against

A. M. Freeman in the Court of Common Pleas of Union County, an order in the following words and figures has been duly made and entered, to-wit: In this cause, on the motion of said plaintiff Sharer & March and it being made to appear to the Court that the said judgment herein has become and is dormant, and that there is still due thereon the sum of sixty-seven  $\frac{3}{4}$   $\frac{26}{100}$  dollars and four and  $\frac{7}{100}$  costs with interest from the 14<sup>th</sup> day of May A. D. 1887.

It is therefore ordered that said A. M. Freeman be and they are hereby ordered to show cause why the said judgment for said sums of money should not be revived on or before the 6<sup>th</sup> day of May A. D. 1893, and in default of such showing, that said judgment to stand revived for said sums of money.

You are hereby commanded to serve this writ upon the said A. M. Freeman who is required to answer unto the same by the said 6<sup>th</sup> day of May A. D. 1893 and make return of the same on the 17<sup>th</sup> day of April A. D. 1893.

Witness my hand and the Seal of said Court (Seal) This 5<sup>th</sup> day of April A. D. 1893.

R. M. Croy, Clerk.

I, the undersigned named as party defendant in the foregoing, hereby waive the service of process upon me in the action, and enter my appearance to the same, and consent that the judgment be revived or such other order taken as may be right and proper under the Statute in such case made and provided. A. M. Freeman.

Waiver

Sharer & March vs. A. M. Freeman Order of Revivor Journal 16, Page 386.

Entry

6533

This day this cause came on to be heard by the Court, and the Court, finding that said defendant has been duly served with a copy of the Conditional Order of Revivor heretofore issued herein, and has failed and still fails to show sufficient cause why said judgment herein should not stand revived as prayed for by said plaintiff, it is ordered by the Court that the said judgment herein for the sum of sixty-seven  $\frac{3}{4}$   $\frac{26}{100}$  (\$67.<sup>26</sup>) dollars and four  $\frac{7}{100}$  (\$4.<sup>7</sup>) dollars costs, with interest at the rate of 6 per cent. per annum be, and the same doth stand revived against the said A. M. Freeman; and that the plaintiff recover against the defendant his costs in and about this proceeding of revivor, incurred and expended taxed at \$ ---.

Attest R. M. Croy Clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 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 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 5<sup>th</sup> day of April A. D. 1893, Hiram D. Kimball filed in the Clerk's office of the said Court of Common Pleas the following Petition upon Cognovit Note against S. P. Kimball, Plaintiff

Petition

vs. Court of Common Pleas, Union County, Ohio  
S. P. Kimball, Defendant

65-34

The plaintiff says there is due to him from the said defendant the sum of thirty-five hundred and forty-four  $\frac{3}{4}$   $\frac{57}{100}$  dollars on defendants promissory note a copy of which with the indorsements thereon reads as follows, to-wit: "Milford Centre, Ohio, October 4<sup>th</sup>, 1890.

" One day after date for value received I promise to pay to Hiram Kimball or order three thousand and six hundred and eleven and  $\frac{13}{100}$  dollars with interest at the rate of eight per cent. annually from date.

" And I hereby authorize any Attorney-at-Law to appear in any Court of Record in the United States after the above obligation becomes due and waive the issuing and service of process and confess judgment against me in favor of this 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.  
S. P. Kimball"

" Indorsed: Five hundred dollars paid April 4<sup>th</sup>, 1892 on this note and \$500 on this \$1000. note.

The plaintiff says there is yet a balance due him on said note from defendant of the sum of thirty-five hundred and forty-four  $\frac{3}{4}$   $\frac{57}{100}$  dollars with 8 per cent. interest payable annually from April 4<sup>th</sup>, 1892 for which he prays judgment against the defendant.

For a Second Cause of Action the plaintiff says that this his action is founded upon a promissory note of which the following is a copy with all the credits and indorsements thereon:

" \$1000. Milford Centre, Ohio, October 4<sup>th</sup>, 1890.

" Twenty three months after date for value received I promise to pay to Hiram Kimball or order one thousand dollars with interest at the rate of eight per cent. annually from date.

" And I hereby authorize any Attorney-at-Law to appear for me in an action on the above note, at anytime

after the same be comes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against one and confess judgment in favor of the legal holder of the above against 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.

S. P. Keimball.

The sum of \$ five hundred dollars indorsed on said note April 4<sup>th</sup>, 1892.

There is due to plaintiff from the defendant on said note, the sum of six hundred and twenty dollars (as a balance on said --) which he claims with interest from the 4<sup>th</sup> day of April A. D. 1892 at 8 per cent. per annum, and for which with costs of suit he asks judgment against the defendant.

Robinson & Woodburn.

The State of Ohio,  
Union County, ss.

Attorneys for Plaintiff

J. N. Robinson being sworn, says that he is one of the plaintiffs Attorneys in the above case and that the facts stated and allegations in said petition are, as affiant believes true.

J. N. Robinson.

Sworn to before me, and signed in my presence, this 5<sup>th</sup> day of April A. D. 1893. (Seal)

R. W. Crory, Clerk

By W. M. Winget, Deputy.

Hiram W. Keimball, Plaintiff

vs.

S. P. Keimball Defendant

Court of Common Pleas,  
Union County, Ohio.

The defendant S. P. Keimball by John M. Brodrick Attorney, and an Attorney-at-Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith now comes and waives the issuing and service of process in this action, and hereby enters his appearance herein; and said defendant by John M. Brodrick said Attorney, duly authorized as aforesaid, says that he cannot gain say or resist the facts stated and allegations in the petition of plaintiff herein filed against him, but acknowledges and confesses the same to be true, and says he is indebted to the plaintiff on the said notes in manner and form as the plaintiff hath in his petition set forth and that the amount due upon said indebtedness at this day is the sum of four thousand four hundred and ninety-eight dollars bearing interest at 8 per cent. per annum, and therefore, for that sum, with interest from this 5<sup>th</sup> of April 1893 at 8 per cent. per annum and accruing costs he

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confesses judgment in favor of the plaintiff, and waives and releases all errors in this proceeding and said judgment and all proceedings, petitions, and writs of error therein.

Hiram D. Kimball  
vs.  
S. P. Kimball

John M. Badrick,  
Attorney for Defendant.

Judgment by Confession #4798.  
Journal 6, Page 305.

Entry  
6534

This day came the plaintiff by Robinson and Woodburn his attorneys and filed his Petition against said defendant, and thereupon John M. Badrick an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court on behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as he has in his 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 forty-four hundred and ninety-eight dollars bearing interest at 8 per cent. per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum.

It is therefore considered by the Court here that the said Hiram D. Kimball plaintiff doth recover of the said S. P. Kimball defendant the sum of forty-four hundred and ninety-eight dollars so confessed, as aforesaid, with interest from April 5<sup>th</sup> 1893 at 8 per cent. per annum, and also costs in his 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  
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 April, to-wit, on the 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 18<sup>th</sup> day of

April 1893 The Bank of Richmond filed in the Clerk's Office of the said Court of Common Pleas the following Petition upon Cognovit Note against C. H. M<sup>r</sup>. Curdy, et al to wit:

The State of Ohio,  
Union County ss:

Bank of Richmond, Plaintiff

vs.

In the Court of Common Pleas  
Union County, Ohio.

Petition

C. H. M<sup>r</sup>. Curdy, John M<sup>r</sup>. Curdy  
vs. Jones Bros. Defendants

6535

Plaintiff is a Company of persons engaged in the business of private banking at Richmond, Ohio, and the name and style of said firm is "Bank of Richmond" the defendant Jones Bros. is a partnership formed for the purpose of carrying on a business in this State on or about the 21<sup>st</sup> day of October A. D. 1891, defendant C. H. M<sup>r</sup>. Curdy and John M<sup>r</sup>. Curdy executed and delivered to the said Jones Bros. their promissory note, of that date, together with a Warrant of Attorney, which promissory note and Warrant of Attorney are hereto attached marked Exhibit "A" and made a part of this petition.

Said defendants Jones Bros. duly indorsed said note in blank and waived protest and guaranteed payment thereof. Said plaintiff further says that said promissory note is due and unpaid, that it is the legal owner and holder thereof, and that there is still due to it thereon from said defendants the sum of two hundred and sixty (\$260.<sup>00</sup>) dollars with interest at the rate of six per centum per annum, from the 21<sup>st</sup> day of October A. D. 1891.

Wherefore the said plaintiff asks judgment against the said defendants C. H. M<sup>r</sup>. Curdy and John M<sup>r</sup>. Curdy principals and said Jones Bros. as indorsers and guarantors for the sum of two hundred and sixty dollars with interest thereon at the rate of six per centum per annum, from the 21<sup>st</sup> day of October A. D. 1891 and for costs of suit.

The State of Ohio,  
Union County ss:

J. F. Millar, Plaintiff's Attorney.

Answer

6535

J. F. Millar being duly sworn, says that he is the Attorney of Record of said Plaintiff; that this action is brought upon an instrument in writing for the payment of money only; that said instrument in writing is in his possession, and that he verily believes the statements contained in the foregoing Petition are true, in substance and in fact.

Sworn to by said J. F. Millar before me, and by him subscribed in my presence this 10<sup>th</sup> day of April A. D. 1893

(Seal) R. M. Leroy, Clerk of Court.

\$260.<sup>00</sup> Plain City, Ohio, October 21<sup>st</sup>, 1891.

Twelve months after date for value received, we, jointly and severally promise to pay to the order of Jones Bros. at the Farmers' Bank, Plain City, Ohio, two hundred and sixty

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dollars with interest at six per cent. from date.  
 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 attorneys 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.

C. H. M<sup>r</sup>. Curdy  
 John M<sup>r</sup>. Curdy.

Guarantee payment,  
 protest waived.

Jones Bros.

The State of Ohio,  
 Union County, ss: In the Court of Common Pleas  
 Bank of Richmond, Plaintiff

Answer

65-35-

C. H. M<sup>r</sup>. Curdy, John M<sup>r</sup>. Curdy  
 & Jones Bros. Defendants

By virtue of the Warrant of Attorney attached to the  
 foregoing Petition, I, James M<sup>r</sup>. Campbell, an Attorney at  
 Law in the several Courts of Record in the State of Ohio,  
 hereby enter an appearance for the said defendant at the  
 suit of Bank of Richmond, plaintiff, against said C. H.  
 M<sup>r</sup>. Curdy, John M<sup>r</sup>. Curdy and Jones Bros. defendants  
 and waive the issuing and service of process therein, and  
 confess a judgment in favor of the said Bank of Richmond  
 against said C. H. M<sup>r</sup>. Curdy and John M<sup>r</sup>. Curdy as princi-  
 pals and said Jones Bros. as indorser and guarantors for  
 the sum of two hundred and eighty-two <sup>12</sup>/<sub>100</sub> dollars (\$282.<sup>12</sup>/<sub>100</sub>)  
 being the amount appearing due for principal and interest  
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do hereby release all errors and waive all rights of appeal.

James M. Campbell, Defendants' Attorney  
Judgment by Confession for \$282.<sup>72</sup>/<sub>100</sub>  
Journal 16, Page 377.

Entry

Bank of Richwood

6535

C. H. M. Curdy et al

This day came the plaintiff by J. F. Mullar, Attorney and filed its petition against said defendants, and thereupon James M. Campbell 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 it has in its petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendants to said plaintiff, on said indebtedness, the sum of two hundred and eighty-two <sup>72</sup>/<sub>100</sub> dollars, bearing interest at 6 per cent. per annum, and that said plaintiff 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 plaintiff does recover of the said C. H. M. Curdy and John M. Curdy as principals and said Jones Bros. as indorsers and guarantors, defendants, the sum of two hundred and eighty-two and <sup>72</sup>/<sub>100</sub> dollars so confessed, as aforesaid, with interest from date of judgment at 6 per cent. per annum, and also costs in their behalf expended taxed to \$- - and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said defendants waived and released.

Attest of  
R. M. Conroy  
Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Puce, Judge of said Court, of the term of April term, on the 3<sup>rd</sup> day of April in the year of our Lord one thousand eight hundred and ninety-three. Be it remembered that, heretofore, to-wit, on the 5<sup>th</sup> day of May, A. D. 1893, C. J. Warner filed in the Clerk's Office of the said Court of Common Pleas the following Petition against H. M. Warner to-wit:

Petition

C. J. Warner

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H. M. Warner

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Petition

O. J. Warner, Plaintiff

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

6542

H. M. Warner, Defendant

The plaintiff O. J. Warner, says as and for his first cause of action, that there is due and owing to him from the defendant H. M. Warner the sum of \$62.<sup>00</sup> with interest thereon at 6% from the 12<sup>th</sup> day of December A. D. 1891 as evidenced by a promissory note of which the following is a copy with all credits and indorsements thereon, to wit:

" \$100.<sup>00</sup>      Clarbourne, Ohio, December 12<sup>th</sup>, 1889.

" One year from date I promise to pay O. J. Warner, or bearer One hundred dollars for value received at six per cent. interest.      December 12<sup>th</sup>, 1889. (Signed) H. M. Warner.

The following credit is indorsed upon the back of said note, to wit: "Received one note fifty dollars 12<sup>th</sup> of December 1891."

Second Cause of Action: The said plaintiff says, as and for his second cause of action, that there is due and owing to him from the said defendant the sum of \$200.<sup>00</sup> with interest thereon at 6% per cent. from the 12<sup>th</sup> day of December A. D. 1889 as evidenced by a promissory note of which the following is a copy, to wit:

" \$200.<sup>00</sup>      Two years from date I promise to pay O. J. Warner or bearer two hundred dollars for value received at six per cent. interest.      December 12<sup>th</sup>, 1889. (Signed) H. M. Warner.

There are no credits nor indorsements upon said note. Third Cause of Action: The said plaintiff says, as and for his third cause of action, that there is due and owing to him from the said defendant the sum of \$200.<sup>00</sup> with interest thereon at 6% from the 12<sup>th</sup> day of December A. D. 1889, as evidenced by a promissory note of which the following is a copy, to wit:

" \$200.<sup>00</sup>      Three years from date I promise to pay O. J. Warner or bearer two hundred dollars for value received at six per cent. interest.      December 12<sup>th</sup>, 1889. (Signed) H. M. Warner.

There are no credits or indorsements upon said note. Wherefore the said plaintiff prays judgment against the said defendant in the aggregate sum of three causes of action, to wit: the sum of \$462.<sup>00</sup> with interest at 6% on \$62.<sup>00</sup> thereof from December 12<sup>th</sup>, 1891, and with interest at 6% on \$400.<sup>00</sup> thereof from December 12<sup>th</sup>, 1889; and plaintiff prays his costs in this behalf expended.

James M. Campbell, Attorney for Plaintiff.

The State of Ohio,  
County of Union, SS:

James M. Campbell being duly sworn on his oath says he is the attorney for the plaintiff in the foregoing action and duly authorized; that the foregoing pleading is founded upon written instruments for the payment of money

only; and that said written instruments are in the possession of affiant; and affiant says the facts stated in said pleading are, as he believes, true.

James M<sup>rs</sup>. Campbell  
Subscribed and sworn to before me this 5<sup>th</sup> day of May  
A. D. 1893. (Seal) R. M. Leroy, Clerk.

Warner

I hereby waive process in this case and enter my appearance therein this 5<sup>th</sup> day of May A. D. 1893. "H. M. Warner"

6542

Entry

Afterward, on the 5<sup>th</sup> day of June A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

6542

O. J. Warner

vs.

Journal 16, Page 411.

H. M. Warner

Now comes the plaintiff by his attorney and the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true, and that he is indebted to the plaintiff in the sum of \$546.<sup>00</sup>.

It is therefore considered by the Court that the said plaintiff O. J. Warner recover from the defendant H. M. Warner the said sum of \$546.<sup>00</sup> with interest thereon from the first day of this term, and his costs expended in this behalf.

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 9<sup>th</sup> 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 8<sup>th</sup> day of August, 1891, Sarah Bent filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Charles Bent.

Petition

Sarah Bent, Plaintiff

Union County, Ohio,  
Court of Common Pleas.

vs.  
Charles Bent, Defendant

6233

Plaintiff says that on the 31<sup>st</sup> day of March, A. D. 1884 at Kenton, Ohio, she was married to the defendant whom she prays may be made a party hereto, and that she has been a resident of State of Ohio for more than a year last past and is now a bona fide resident of Union County.

That said defendant has been guilty of gross neglect of duty to the plaintiff wholly neglecting to provide her with

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Affidavit

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the necessary home, food and clothing, yet the plaintiff has been a frugal, faithful and obedient wife during all of this time. Plaintiff therefore prays that upon the final hearing of this petition she be granted a complete divorce from said defendant and that she be restored to her maiden name of Sarah Rowe and for all proper relief.

Sarah Bent

By J. M. Kennedy, her Attorney.

Affidavit

Afterward, on the 7<sup>th</sup> day of August A. D. 1891 an Affidavit for Publication was filed with the Clerk of said Court, to wit: Sarah Bent, Plaintiff vs. Charles Bent, Defendant Union County, Ohio, Court of Common Pleas.

Charles Bent, Defendant

The said plaintiff Sarah Bent being duly sworn, says that the said Charles Bent is now a non-resident of the State of Ohio and is now absent therefrom and that service of summons can not be served on him in this State and that his place of residence is at this time unknown and that this is one of the cases provided by Statute for publication of notice herein.

Sarah Bent

Sworn to and subscribed by the said Sarah Bent before me this the 7<sup>th</sup> of August A. D. 1891. (Seal) A. H. Kollefrath, Notary Public.

Proof of Publication

Afterward, on the 10<sup>th</sup> day of November, A. D. 1891, a Proof of the Publication was filed with the Clerk of said Court, to wit: Divorce Notice.

6233

Charles Bent whose place of residence is to the plaintiff unknown, will take notice that on the 7<sup>th</sup> day of August A. D. 1891, said plaintiff filed her petition in the Court of Common Pleas of Union County, Ohio, praying for divorce and restoration to maiden name. Said petition will be for hearing on and after six weeks from first publication of this notice.

Sarah Bent.

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 August 12<sup>th</sup>, 1891.

Printer's fee \$3<sup>00</sup>

W. O. Shearer.

Sworn to and subscribed before me, this 11<sup>th</sup> day of November 1891. (Seal) R. M. Brody, Clerk.

Afterward, on the 21<sup>st</sup> day of November A. D. 1891, an Entry was made on the Journal by the Clerk of Court, Sarah Bent, Plaintiff vs. Charles Bent, Defendant Journal 16, Page 63.

Charles Bent, Defendant

This day this cause come on for hearing upon

the petition of plaintiff, the defendant being in default for answer or demurrer and the Court being fully advised in the premises do find for the plaintiff as follows:

- 1. That said plaintiff was married as stated in said petition.
- 2. That said defendant had been duly notified of the pendency of said petition by publication of said notice in Marysville Tribune, a newspaper of general circulation in said County.
- 3. That said defendant had been guilty of gross neglect of duty as alleged in said petition.

It is therefore ordered and adjudged by the Court that said plaintiff be granted a complete divorce from said defendant and that she be restored to her former name of Sarah Rowe and recover her costs herein taxed at \$-

Attest  
R M Enry  
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Ninth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of November, to-wit, on the 9<sup>th</sup> 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 5<sup>th</sup> day of September, 1891, Mary J Moore filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Christopher R. Moore, to-wit:

Mary J. Moore, Plaintiff

vs.  
Christopher R. Moore, Defendant

Court of Common Pleas  
Union County, Ohio.

Plaintiff 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 said County of Union. On the 14<sup>th</sup> day of March 1867 she was married to the defendant. There are no children born of said marriage. Defendant has been guilty of habitual drunkenness for more than three years last past. The defendant in violation of his marital duties has for more than two years last past been guilty of gross neglect of duty toward the plaintiff in that he has wholly failed and refused to furnish her with any clothing or necessaries of life though in good health and will able to work and maintain the plaintiff. That the plaintiff has been during said two years and longer compelled to rely on her own exertions and labor for maintenance and support.

Petition

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Order of Injunction

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Plaintiff says she is the owner of in fee simple and possessed lot n<sup>o</sup> 336 in Gill's Addition to the town of Richwood Union County, Ohio. The defendant and plaintiff do not live together as man and wife, and the defendant refuses to provide any necessaries or in any way support either himself or wife, but against the plaintiffs will and protests continues in their residence on the lot aforesaid.

That he is wholly insolvent and plaintiff has no means of her own to prevent him from staying in her said residence and is wholly without a remedy at law unless the defendant is restrained by the order of this Court from occupying her said residence.

The defendant threatens to and unless restrained by the order of this Court will continue to occupy the residence of plaintiff as aforesaid.

Wherefore plaintiff prays for a temporary injunction restraining the defendant from occupying or remaining in the plaintiffs residence or in any way interfering with the peace and quiet of the plaintiff.

Wherefore plaintiff prays that she may be divorced from the defendant and may be restored to her maiden name of Mary J. Mifflin, and that she may be decreed to hold her said real estate free from all legal or equitable claims and interest of the defendant and such other relief as is proper.

D. W. Ayers,

Attorney for Plaintiff.

State of Ohio,  
Union County ss:

Mary J. Moore being duly sworn says the facts stated and allegations in her foregoing petition are true.  
Mary J. Moore.

Sworn to before me and signed by Mary J. Moore  
this 5<sup>th</sup> day of September 1891.  
(Seal) R. M. Leroy, Clerk of Court.

And at the same time Mary J. Moore filed the following Praecipe, in the in the words and figures following:

Order of Injunction

Afterward, on the 5<sup>th</sup> day of September, 1891, an Order of Injunction was filed with the Clerk of Court, to wit: Mary J. Moore, Plaintiff vs. Christopher R. Moore Defendant Before the Probate Judge Union County, Ohio. Motion for Temporary Injunction in Court of Common Pleas, Sept. Term 1891.

And now, on this 5<sup>th</sup> day of September 1891, came the plaintiff, by D. W. Ayers her Attorney; and it being made to appear that said action is pending in the Common Pleas Court 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 Mary J. Moore and the affidavit therein filed, and having heard the arguments of counsel and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant occupying or remaining in the plaintiff's residence or in any way interfering with the peace and quiet of the plaintiff as prayed for in said petition of plaintiff. It is further ordered that the Clerk of the Common Pleas Court issue summons in this case endorsed injunction allowed.

(Seal)

Probate Judge

Summons

6 2 43

And thereupon on the 5<sup>th</sup> day of September A. D. 1891 a Summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio,

Union County ss. To the Sheriff of Union County:

You are commanded to notify Christopher R. Moore that Mary J. 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 him) charging him with gross neglect and asking that she be divorced from him and that she be allowed alimony and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 14<sup>th</sup> day of September A. D. 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 5<sup>th</sup> day of September A. D. 1891.

(Seal)

R. M. Crory, Clerk.

Sheriff's Return

6 2 43

And afterward on the 7<sup>th</sup> 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:

Service	30
Copies	40
Mileage	5 76
Total	\$ 6 46

Received 2 o'clock P. M. on the 5<sup>th</sup> day of September A. D. 1891, and on the 7<sup>th</sup> day of September A. D. 1891, I served the same by delivering a true copy thereof with the indorsements thereon together with a certified copy of the petition to the within named Christopher R. Moore, defendant.

Thomas Martin, Sheriff.

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Afterward, on the 3<sup>d</sup> day of December, 1891, an Entry was made on the Journal by the Clerk of said Court,

Mary J. Moore

vs.

Christopher R. Moore

Journal 16, Page 97.

Now came the plaintiff and the defendant having been duly served with a Summons and a copy of the petition herein and having failed to appear the Court find 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 that the defendant has been guilty of gross neglect of duty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Mary J. Moore and Christopher R. Moore 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: lot N<sup>o</sup>. 336 in Gills Addition to the Town of Richmond Union County, Ohio, and the same is hereby restored to her divested of all and every claim by courtesy, dower or otherwise of her said husband.

And it is further ordered and adjudged that the plaintiff do also have, possess and enjoy with the right to use, sell or dispose thereof at her pleasure to wit: all her wearing apparel and all the household and kitchen furniture and now in the possession of said plaintiff and situated in the above described premises.

It is further considered by the Court that the plaintiff pay the costs of this proceeding taxed to \$ and that in default of the payment thereof for thirty days that execution issue therefor.

Attest  
A. M. Embury  
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 21<sup>st</sup> day of May in the year of our Lord one thousand eight hundred and eighty eight.

Be it remembered that, heretofore, to-wit, on the 14<sup>th</sup> day of September A. D. 1887 Effie Shaffer filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John Shaffer to-wit:

Petition

Effie Shaffer, Plaintiff  
John Shaffer, Defendant  
Union County Court of Common Pleas

5376

Plaintiff says that she has been a bona-fide resident of Union County, Ohio, for more than a year last past.

That on the 15<sup>th</sup> day of May A. D. 1887 she was married to the said defendant at Unionville, Union County, Ohio.

That she has always conducted herself toward the said defendant as a faithful and obedient wife yet the said defendant John Shaffer has been guilty of gross neglect of duty to the plaintiff failing to provide her the necessary home or food and clothing.

Plaintiff further says that the defendant has been guilty of habitual drunkenness during and since their marriage and while drunk he was cruel and abusive toward the plaintiff by using obscene and vulgar language to the plaintiff, and cursing and swearing at her threatening to strike the plaintiff and putting her in great fear at such times.

Plaintiff 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 Effie Holycross and for all proper relief.

Effie Shaffer

By J. M. Kennedy, her Attorney.

Præcipe

And, at the same time, said Effie Shaffer filed the following Præcipe in the words and figures following:  
The State of Ohio.

Union County ss: To the Sheriff of Union County:  
You are commanded to notify John Shaffer that Effie Shaffer 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 for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ.

You will make due return of this Summons on the 26<sup>th</sup> day of September, A. D. 1887.  
Witness my signature

as Clerk of said (Seal)

of said said

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Entry

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as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 14<sup>th</sup> day of September A.D. 1887. (Seal)

John D. Burgner, Clerk.

And afterward, on the 31<sup>st</sup> day of October, 1887, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	60
Copy	30
Mileage	96
Total	186

Received on the 4<sup>th</sup> day of October A.D. 1887, and on the 15<sup>th</sup> day of October A.D. 1887, I served the same by handing to John Shaffer a true copy thereof with the indorsements thereon together with a certified copy of the petition.

M. Hopkins, Sheriff

By A. H. Goodwin, Deputy

Entry

5376

Afterward, on the 14<sup>th</sup> day of June A.D. 1888 an Entry was made on the Journal by the Clerk of said Court, to-wit:

Effie Shaffer

vs.

John Shaffer

Journal 14. Page 479.

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein having been summoned 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 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 Effie Shaffer and John Shaffer be and the same is hereby dissolved and both parties are released from the obligations thereof, and that said plaintiff be restored to her maiden name of Effie Holycross and that she recover her costs herein taxed at and expended of \$6.75

Attest  
A. M. Emry  
Clerk

Motion to  
modify  
Decree  
6491

On the 15<sup>th</sup> day of April, A.D. 1896, the following Motion  
was filed by the Clerk of this Court to-wit:  
Evan Piersol  
vs  
Martha Ellen Piersol

Court of Common Pleas,  
Cinn. County, Ohio.

The said defendant Martha Ellen Piersol now  
Martha Ellen Gardner Conus and submits her Motion to the Court  
to redact Case No 6491, to open up and modify the decree  
heretofore rendered in this case at the April term 1893, of this Court  
so far as it relates to the custody of the minor children of said  
parties to-wit. Georgie Piersol and Ambrose Piersol in this that  
the custody of said minors be entrusted to said defendant instead  
of to the said plaintiff and assigns the following reasons for so  
doing.

1<sup>st</sup> = The following is a copy of so much of the decree  
as relates to the custody of said minors - to-wit:

"And it appearing to the Court that by the said agreement  
the custody and care of the minor children to-wit: the said Georgie  
Piersol and Ambrose Piersol was to remain in both of the parties  
unless for good and legal causes the Court should order other-  
wise. The Court do now find from the evidence adduced, good  
and legal causes for ordering otherwise and do order that the custody,  
care, education and control of said minor children aforesaid  
of the parties hereto be unto otherwise ordered confided to the  
Evan Piersol plaintiff exclusively.

And the said defendant Martha Ellen Piersol is hereby  
enjoined from interfering in any manner with the said  
plaintiff in the custody & control of said children or either of them,  
but it is hereby adjudged ordered that the defendant have and she  
is hereby granted the privilege of visiting said children at the home  
of said plaintiff at reasonable intervals but is not to take them  
away from the home of the plaintiff without his consent - in  
violation of this privilege by either party may be reported to the Court."

That the spirit and object of said decree was such that the  
custody of said children should remain under the direction &  
control of said Court in the interest of said children, and the  
custody of said children ought now to be transferred to said  
defendant for the reason that plaintiff's home is not a proper  
place for them, for the reason that the morals of said children  
are being corrupted and are in danger of becoming corrupted  
under their present custody.

2<sup>d</sup> = That said decree was rendered in the absence of said  
defendant and by default of said defendant and in violation  
of the terms of said agreement and had she been present evidence  
would have been adduced preventing said order, and giving  
the custody of said children to said defendant instead of to  
plaintiff and that said defendant was taken by surprise in  
said order, and that the evidence upon which it was granted was  
untrue.

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Notice  
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Martha E. P  
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3<sup>rd</sup> = That the safety of said children requires that their custody be entrusted to said defendant instead of to plaintiff - That the mother = said defendant = since said decree was rendered has married Harvey Gardner of New California Union County, Ohio, and she is not the wife of said Gardner and she has a good home of her own and is able to take proper care and custody of said children and to furnish them with a proper and comfortable home and education and under proper moral restraint. But that under their present surroundings and care their morals are unsafe and they are not properly protected against immoral influences - and that said plaintiff has not and does not now so protect said children from such immoral influences.

Therefore said defendant Martha Ellen Pirsol now Martha Ellen Gardner asks the Court for an order requiring said plaintiff within a reasonable time to appear and defend against this motion if he has ought to say against it - and upon final hearing that the Court grant an order giving to said defendant the mother of said children the exclusive custody control & care of them with such reasonable regulations as is right and proper for the privilege of visiting the same by said plaintiff at the home of defendant and for such other relief as is right in the premises.

Robinson E. Goodburn  
Atty for Martha E. Gardner  
Formerly Martha E. Pirsol

On the 15<sup>th</sup> day of April A.D. 1896, the following entry was filed in the Clerk's office to-wit:

Entry  
6491

Ervin Pirsol  
vs  
Martha E. Pirsol  
|  
Court of Common Pleas  
Union County, Ohio.

This day came said defendant and filed a motion to redocket this case and to modify the decree heretofore rendered therein, which motion was submitted to the Court and the Court being fully advised in the premises ordered the case to be redocketed and the motion as to custody of children was assigned to be heard upon the 22<sup>nd</sup> day of April, 1896, and order made to come notice upon said Ervin Pirsol to appear in Court to answer and make defense to said motion on said 22<sup>nd</sup> day of April.

Robinson E. Goodburn  
Atty. for Deft.

On the 13<sup>th</sup> day of April A.D. 1896, the following Notice was filed by the Clerk of this Court to-wit:

Notice  
6491

Ervin Pirsol  
vs  
Martha E. Pirsol  
|  
Court of Common Pleas  
Union County, Ohio.

The plaintiff Ervin Pirsol is hereby notified that a motion was filed by the said defendant Martha E. Pirsol now

Martha E. Gardner to redocket the above entitled case and to modify the decree heretofore rendered in this case as to the custody of the minor children George Pierson and Ambrose Pierson asking that said custody be granted said defendant - and the Court upon a hearing of said Motion ordered the same to be redocketed and assigned the same (as to the custody of the minors) for hearing on the 22<sup>nd</sup> day of April, 1896.

You are therefore notified to be present at that time in said Court to make such defense to said Motion as you may desire.  
Robinson & Coraburn  
Atty's for Deft.

Affidavit  
for  
continuance  
6491

On the 18<sup>th</sup> day of April A.D. 1896, the following Affidavit for continuance was filed in the Clerk's Office to-wit:  
Evan Pierson  
vs  
Martha E. Pierson  
Court of Common Pleas  
Union County, Ohio.

The State of Ohio, Union County, ss:

The above named Evan Pierson, being first duly sworn according to law says, that he is the defendant in this proceeding; that he received no notice of the hearing of the motion filed herein until the 16<sup>th</sup> day of April, 1896, at four o'clock P.M. that he intends and expects to resist the application of the said Martha Ellen Pierson to modify the decree heretofore entered herein with respect to the custody of his minor children; that in order to do so it will be necessary for him to procure the testimony of witnesses who are non-residents of this County, and whose places of residence is unknown to him at the present time; that it will be impossible for him to learn the whereabouts of said non-resident witnesses and procure their testimony before the close of this term of Court.

Affiant further says that some of his most important witnesses reside in the State of Tennessee, and it will be necessary for him to take their depositions to be read on said hearing; that he can not safely proceed to the trial of this cause without the testimony of said witnesses who are non-residents of this county and state.

Affiant further ~~says~~ says that he makes this his application for a continuance of the hearing of said Motion, and that the same is not made for delay merely, but that substantial justice may be done.

Evan Pierson

Sworn to before me and subscribed in my presence this 18<sup>th</sup> day of April A.D. 1896.

J. N. Young Clerk

Entry  
6491

Entry made  
Evan Pierson  
vs  
Martha E. Pierson  
this cause  
Martha E. Pierson  
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Entry  
6491

Afterward on the 8<sup>th</sup> day of June A.D. 1896, the following  
Entry was filed by the Clerk of this Court to-wit:  
Evan Pirsol  
vs  
Martha E. Pirsol  
Now Martha E. Gardner  
Court of Common Pleas  
Union County, Ohio.

This day came the parties by their Attorneys and  
this cause came on to be heard upon the Motion of the said  
Martha E. Pirsol (Now Martha E. Gardner) to modify the order  
heretofore made in regard to the custody of the minor children  
as in said Motion set forth.

The Court after hearing the evidence finds that there is no  
sufficient ground for said Motion, and therefore overrules the  
same at the cost of the said Martha E. Gardner.

It is therefore ordered and adjudged by the Court that  
the said Evan Pirsol recover of the said Martha E. Gardner her  
costs herein expended taxed to \$ 31.76 and that said Motion be  
dismissed and the custody of said children remain under  
the former order of this Court.

Approved Robinson & Goodburn  
Cameron & Cameron

Attest,  
J. M. Caswell  
Clerk.

