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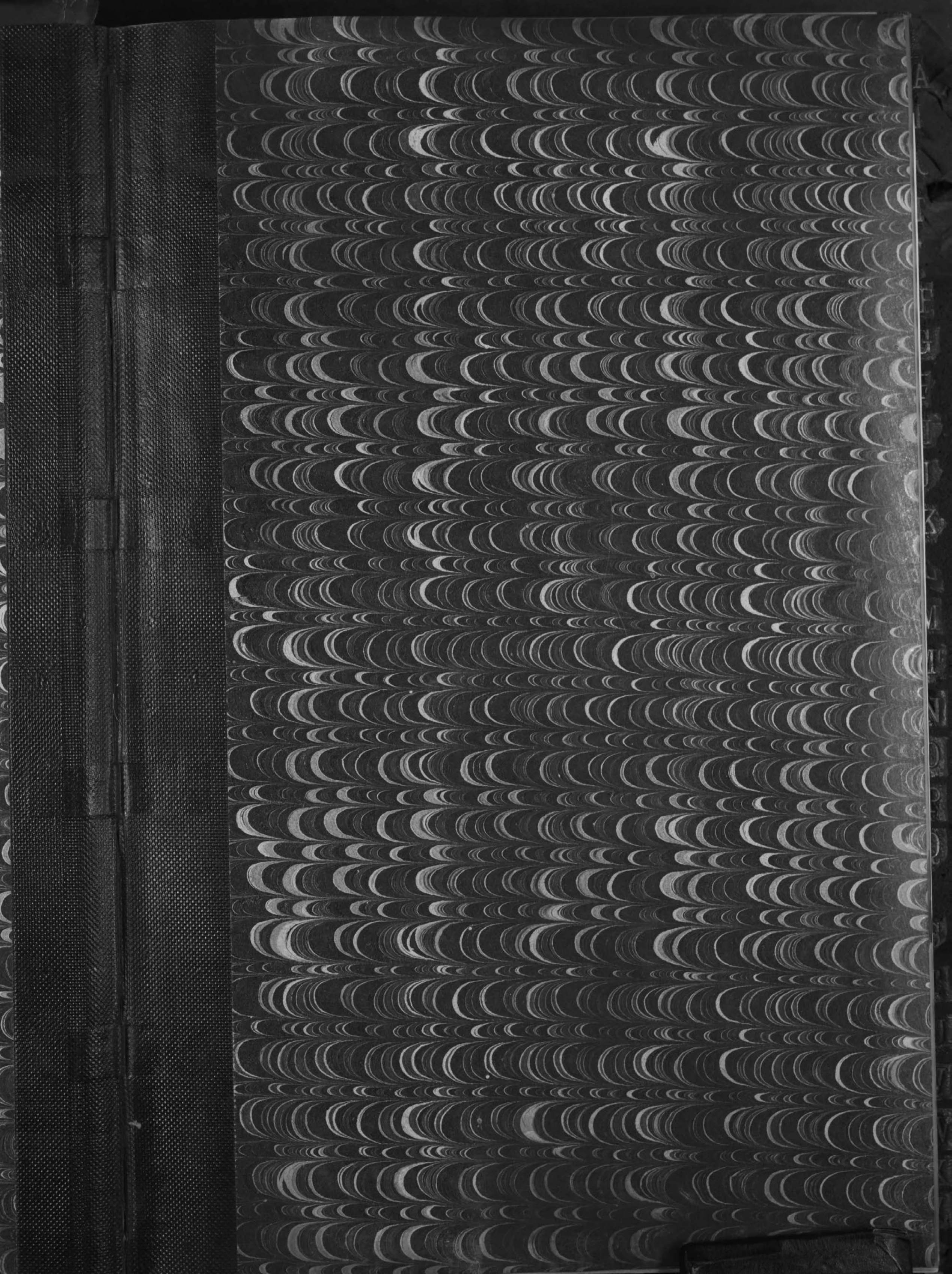
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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of May, to-wit, on the 25th day of May, in the year of our Lord one thousand eight hundred Ninety-one.

Be it remembered that, heretofore, to-wit, on the 6th day of March, 1890 John N. Eldridge filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mahala Dunfee, et al. to-wit:

| | | | | |
|----------|--|-----|---|--|
| Petition | John N. Eldridge, Charles C. Higgins John E. M ^r . Intosh. Plaintiff | vs. | Mahala F. Dunfee, N. J. Dunfee Elizabeth K. Fouke. Defendants. | Court of Common Pleas Union County, Ohio. |
|----------|--|-----|---|--|

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The plaintiffs John N. Eldridge, Charles C. Higgins and John E. M^r. Intosh complain of the defendants Mahala F. Dunfee, N. J. Dunfee and Elizabeth K. Fouke and allege for their First Cause of Action that the said defendants Mahala F. Dunfee and N. J. Dunfee, whose first or christian name is to plaintiffs unknown, are indebted to plaintiffs in the sum of two hundred and seventy-five dollars and twenty-four cents together with interest thereon at the rate of eight per cent. per annum from the 2^d day of November 1886, on a promissory note executed and delivered by said Mahala F. Dunfee, who was then and is now a married woman and the wife of her co-defendant the said N. J. Dunfee and the said N. J. Dunfee of that date and due and payable six-months thereafter. There are no credits or endorsements on said promissory note and no part of the same has been paid.

For their Second Cause of Action said plaintiffs allege that the said defendants Mahala F. Dunfee and N. J. Dunfee, whose christian name is to plaintiffs unknown, are indebted to the said plaintiffs in the additional sum of two hundred and seventy-five dollars and twenty-four cents together with interest thereon at the rate of eight per cent. per annum from the 2^d day of November 1886, on a certain promissory note executed and delivered by said defendants Mahala F. Dunfee who was then and is now a married woman and the wife of the said defendant N. J. Dunfee and the said N. J. Dunfee of the date last aforesaid. That the said note was made payable one year after the date thereof, to-wit, on the 2^d day of November 1887. There are no endorsements or credits on said note and the same remains due and wholly unpaid.

Plaintiffs, for their Third Cause of Action allege that on the 2^d day of November 1886 said defendants Mahala F. Dunfee and N. J. Dunfee, her husband, to secure the payment of said two promissory notes set out and described

in the first and second causes of action herein, according to the tenor and effect thereof, duly executed, acknowledged and delivered to said plaintiffs their certain mortgage deed of that date, and thereby conveyed to the plaintiffs in fee simple, free from all rights, including that of dower and courtesy in and to the same, the following described lands, tenements and hereditaments, situated in the County of Union, in the State of Ohio, and in the Township of Darby, and town of Unionville Centre, described as follows, to-wit: All of lot N^o twelve and the west part of the lot N^o ten, being six feet front on Main Street and running parallel with the west line of said lot to the alley on the south end thereof, being a strip of land six feet wide off the west side of said lot as the same is designated and marked on the recorded plat of said town of Unionville or Unionville Centre in the Recorder's Office of Union County, Ohio.

Plaintiffs further allege that said mortgage deed was duly delivered to the Recorder in the Recorder's Office of said County for record according to law on the 3rd day of November 1886 at 2nd o'clock P.M. and was duly recorded in Record of Mortgages Volume 21, Page 612.

That said mortgage deed has a condition therein written, to-wit: that in case that said Mahala F. Dunfee and W. J. Dunfee shall pay or cause to be paid their said promissory notes, when and as they respectively become due, then said deed should be void, otherwise to be and remain in full force.

That said Mahala F. Dunfee and W. J. Dunfee have both and each wholly failed to pay said notes or either of them or any part thereof, though the same are past due, and said mortgage deed has thereby become absolute.

Plaintiffs further allege that said defendant Elizabeth K. Fouke, has or claims to have some lien upon or interest in said above described premises.

Wherefore plaintiffs pray that said Elizabeth K. Fouke be required to set up the nature and amounts of her lien or claim in and upon said premises; that said premises be sold as upon execution to satisfy plaintiffs said mortgage indebtedness from said Mahala F. and W. J. Dunfee; that the respective rights, liens and claims of the plaintiffs and of the said Elizabeth K. Fouke be marshalled and determined by the Court and for costs and all other proper relief.

J. W. Robinson ^{and}

Cowell, Owens, Ricketts & Black, Plaintiffs Attorney.

State of Ohio,
Franklin County, ss.:

John N. Eldridge being first duly sworn on oath says he is one of the plaintiffs in the above entitled cause and knows the contents of the foregoing petition. That the statements made and allegations contained therein are true as he verily believes.

John N. Eldridge.

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Sworn to and subscribed before me by the said John N. Eldridge this 5th day of March 1889.
(Seal) C. B. Arnold, Notary Public, Franklin Co. Ohio.

And, at the same time, said John N. Eldridge filed the following Praecipe, in the words and figures following:
To the Clerk of said Court:

Issue summons in the above entitled cause, directed to the Sheriff of Union County, returnable according to law.
Endorse Summons: "Amount claimed five hundred and fifty ⁷⁵/₁₀₀ dollars (\$550.⁷⁵) with interest thereon at the rate of eight per cent. per annum from the second day of November A. D. 1886 and foreclosure of mortgage.
Dated this 6th day of March A. D. 1889.

J. W. Robinson
Powell, Owen, Ricketts & Black, Plaintiffs Attorneys.
And thereupon a Summons in the following words and figures was issued in said cause indorsed as follows:
The State of Ohio,

Union County | To the Sheriff of said County:
You are hereby commanded to notify Mahala F. Dunfee N. J. Dunfee and Elizabeth K. Fouke that they have been sued by John N. Eldridge, Charles C. Higgins and J. C. M^r. Intosh in the Court of Common Pleas of Union County and must answer by the 6th day of April A. D. 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 18th day of March A. D. 1889.
Witness my hand and the seal of said Court, this 6th day of March A. D. 1889.
R. M^r. Brown, Clerk.

And afterward, on the 7th day of March, A. D. 1889, the Sheriff of said County returned said Summons to the Clerk's Office in said County which return is as follows:

Sheriff's Return.

| | |
|-------------------------|------|
| Sev ^r Return | 60 |
| Mileage | 2.40 |
| Copy | 60 |
| Total | 3.60 |

The State of Ohio,
Union County | Sheriff's Return.
Received this writ March 6th, A. D. 1889 at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to Mahala F. Dunfee and N. J. Dunfee on the 6th day of March 1889.
Elizabeth K. Fouke not found in my County.
Thomas Martin, Sheriff.

Afterward, on the 21st day of March A. D. 1889 an Answer was filed with the Clerk of said Court, to wit:
Eldridge, Higgins & M^r. Intosh
vs.
M. F. Dunfee et al.

Now comes Elizabeth K. Fouke and files her answer and cross-petition and says she is the owner of the two notes hereinafter described which are secured my mortgage on the real estate in said petition described.

1st Note. \$100.⁰⁰ dated June 3rd, 1885 on 6 per cent. interest pay-
able annually 4 years after due with endorsement of \$6.⁰⁰
June 3rd, 1886.

2nd Note. \$40.⁰⁰ same date with 6 per cent. interest payable an-
nually with \$2.⁰⁰ paid June 3rd, 1886 with no other endorsement
and the said Elizabeth K. Fouke says there is due to her on
said notes and mortgage the sum of one hundred and forty
dollars with interest from June 3rd 1886 payable annually from
that date for which she prays a decree of foreclosure.

Elizabeth K. Fouke.

By Cyrus Zimmerman, her Agent.

The State of Ohio,
Union County ss:

I, Cyrus Zimmerman being duly sworn deposes and
says he is the agent of the said Elizabeth K. Fouke above
named in this case and she is not a resident of said coun-
ty of Union and I believe the statements of the above cross-
petition are true.

Cyrus Zimmerman.

Sworn to before me and signed in my presence by Cyrus
Zimmerman this 11th day of March 1889.

(Seal)

R. M. Crory, Clerk.

Afterward, on the 5th day of April A. D. 1889, an Answer
was filed with the clerk of said court, to-wit:

John N. Eldridge et al. Plaintiff

Union County, Ohio.

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Mahala F. Dunfee et al. Defendants

Court of Common Pleas.
Civil Action.

The defendants Mahala F. Dunfee and W. J. Dunfee, for
their answer to the petition herein, say: That on October 14th,
1886 they gave their joint promissory note to Eldridge &
Higgins for the sum of \$372.⁰⁰ in liquidation of the then
existing open account of W. J. Dunfee with said firm: that
previously, on October 14th, 1885 the defendant W. J. Dunfee had
given his individual promissory note to said firm for the
sum of \$341.⁷² in liquidation of his then existing open ac-
count with said firm; and that on this last named note
there has been paid the sum of \$203.⁷³ leaving a balance due
thereon of about \$138.⁰⁰

That on or about the 2nd day of
November 1887 there was owing on the two notes above men-
tioned the sum of \$550.⁰⁰ or thereabouts, which was in full
of all amounts that was then due and owing by said
Dunfee to said plaintiffs.

That on said last named
day, the plaintiff John N. Eldridge, a member of the firm of
Eldridge & Higgins came to the defendant W. J. Dunfee, and
representing to said Dunfee that he wished to obtain better
security for his said debt, proposed to take two notes signed
by these defendants for the entire amount of the said Dunfee
indebtedness due at that time: said notes to be of equal
amounts payable respectively in six months and one year
from their date, and secured by mortgage on the real estate
of the defendant Mahala F. Dunfee, described in the petition.

These defendants say they accordingly executed said

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notes and mortgage, which are the notes and mortgage set out in the petition, and delivered them to the plaintiff John N. Eldridge, and that the said notes were so given in payment of the two notes of October 14th, 1885 and October 14th, 1886 above mentioned: but that as the two said notes first above mentioned were in the possession of the firm of Eldridge & Higgins at Columbus, Ohio, he did not obtain possession of them; but the said Eldridge promised to return them to him, but never did so return them, but retained the possession thereof.

These defendants further say; that afterwards, to wit: on the 4th day of December 1887, the plaintiffs in this action, under their firm name of Eldridge & Higgins, commenced an action on the note above described against these defendants in the Court of Common Pleas of Franklin County Ohio; and in like manner at the same date commenced an action on the note secondly above described, against the defendant N. J. Dunfee in said Court; and these defendants say that said two notes constitute the true consideration for said notes and mortgage sued on in this action and constitute the same causes of action:

That said actions in the Court of Common Pleas of Franklin County, Ohio, are still pending and undisposed of in said Court: that the mortgage sought to be foreclosed herein, is but a security for the indebtedness of these defendants to the said plaintiffs: that the plaintiffs cannot have two actions pending in two Courts of concurrent jurisdiction, on the same causes of action at the same time; and these defendants set up the pendency of said two actions pending in the Court of Common Pleas of Franklin County, Ohio, in bar of this action.

Wherefore these defendants ask for judgment that they go hence without day, and recover of the plaintiff their costs, and for such other relief as equity may require

N. J. ^{3/4} C. R. Gilmore ^{3/4}
Porter & Porter Attorneys for Defendants.

The State of Ohio,
Union County ss:

N. J. Dunfee one of these above named defendants, being duly sworn, on oath says that the statements and facts in the above and foregoing answer are true as he avily believes
N. J. Dunfee.

Sworn to before me, and subscribed in my presence
(Seal) by N. J. Dunfee this 5th day of April 1889.
R. M. Leroy, Clerk.

Afterward, on the 21st day of June A. D. 1889, a Demurrer was filed with the Clerk of said Court, to wit:

Demurrer John N. Eldridge et al
vs.
Mahala F. Dunfee et al.

Court of Common Pleas,
Union County, Ohio.

5772

This day comes the plaintiff and demurs to the defendants answer and for cause says said answer does not state facts sufficient to constitute a defense to said petition.

J. W. Robinson, Attorney for Plaintiff.

Afterward, on the 11th day of November A. D. 1891, an Entry was made on the Journal by the clerk of said Court John Eldridge et al

vs.

Mahala F. Duffee et al.

Journal 16, Page 42.

Entry

5772

This day the Court granted leave to plaintiff to reply in ten days and cause continued.

Afterward, on the 5th day of April A. D. 1892, an Entry was made on the Journal by the clerk of said Court.

John N. Eldridge et al

vs.

Mahala F. Duffee et al

Journal 16, Page 151.

Entry

5772

Leave granted to plaintiffs to file Reply instantler^y filed.

Afterward, on the 2nd day of April A. D. 1892, a Reply was filed with the clerk of said Court, to wit:

John Eldridge et al

vs.

Mahala F. Duffee et al.

Court of Common Pleas,
Union County, Ohio.

Reply

5772

Now come the plaintiffs and for reply to defendants answer say that the action mentioned in defendants answer as commenced in the Court of Common Pleas of Franklin County, Ohio, was by said plaintiffs dismissed and therefore plaintiffs pray for an order of sale as they did in their petition.

The State of Ohio,
Union County, ss:

J. W. Robinson,

Attorneys for Plaintiffs.

J. W. Robinson being duly sworn deposes and says that he is the attorney of plaintiffs in the foregoing cause and plaintiffs are not residents of said County of Union and he believes the allegations of the foregoing reply are true.

J. W. Robinson.

Sworn to before me and signed in my presence by J. W. Robinson this 2nd day of April 1892.

Seal,

J. H. Kinkade, Notary Public, Union County.

Afterward, on the 4th day of May A. D. 1892, an Entry was made on the Journal by the clerk of said Court, to wit:

John N. Eldridge et al

vs.

Mahala Duffee et al.

Journal 16, Page 184.

Entry

Consolidating
Case N^o:

5772

By agreement of parties the Court order this case to be and the same is consolidated with the case of S. H. Kilbury vs. Mahala Duffee et al N^o: 6222 to be hereafter known as N^o: 6222.

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Petition

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Petition
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Be it remembered that, heretofore, to wit, on the 3rd day of July A. D. 1891, S. H. Keilbury filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mahala Dunfee et al. to wit:

S. H. Keilbury, Plaintiff
vs.
Mahala F. Dunfee
H. J. Dunfee, Defendant

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

The plaintiff says: First Cause of Action: On the 3rd day of June 1855 the defendants executed and delivered to Elizabeth K. Fronke their promissory note of that date and thereby promised to pay said Fronke or order the sum of \$100⁰⁰ in two years thereafter with interest annually. The defendants paid the interest on said note for one year but made no other payments whatever.

On the 2nd day of June 1890 for a good and valuable consideration said Fronke endorsed and assigned said note to the plaintiff and the plaintiff is now the owner and holder thereof and entitled to the money due thereon.

There is due the plaintiff from the said defendant upon said note the sum of one hundred dollars with the interest thereon from June 3rd, 1886 payable annually and for which the plaintiff is entitled to judgment. A copy of said note is hereto attached marked "A."

Second Cause of Action: On the 3rd day of June 1855 the said defendant executed and delivered to Elizabeth K. Fronke their promissory note of that date and thereby promised to pay said Fronke or order the sum of one hundred dollars in three years thereafter with interest payable annually from date. Said defendants paid the interest on said note to June 3rd, 1886 but made no other payment thereon.

On the first day of October 1888 the said Fronke for a good and valuable consideration indorsed and transferred said note to the plaintiff and he is now the owner and holder thereof and entitled to the money due thereon.

There is due the plaintiff from the defendants upon said note the sum of one hundred dollars with interest payable annually from June 3rd, 1886 for which plaintiff is entitled to judgment. A copy of which note is hereto attached marked "B."

Third Cause of Action: On the 3rd day of June 1855 the said defendants for a full and valuable consideration executed and delivered to Elizabeth K. Fronke their promissory note of that date and thereby promised to pay said Fronke or order the sum of one hundred dollars with interest payable annually from date and said note was due in four years from date. Said defendants paid the interest on said note for one year but made no other payments thereon.

On the 2nd day of June 1890 the said Fronke for a full and valuable consideration indorsed and transferred

said notes to the plaintiff and the plaintiff now owns and holds the same.

There is due the plaintiff from the defendants upon said note the sum of one hundred dollars with the interest thereon payable annually from June 3rd, 1886 for which plaintiff is entitled to judgment. A copy of which note is hereto attached marked "L."

Fourth Cause of Action:

On the 3rd day of June 1885 the defendants for a valuable consideration made and delivered to Elizabeth K. Fronke their promissory note of that date and thereby promised to pay said Fronke or order the sum of forty dollars with interest annually from date, said notes was due and payable in five year from its date.

The defendants paid the interest on said note for one year but made no other payments whatever. On the 2nd day of June 1890 the said Fronke for a full and valuable consideration indorsed and transferred said note to the plaintiff and the plaintiff is now the owner and holder thereof.

There is due plaintiff from the said defendants upon said note the sum of forty dollars with the interest thereon payable annually from June 3rd 1886 for which plaintiff is entitled to judgment. Attached to this petition is a copy of said note marked "D."

Fifth Cause of Action:

On the 1st day of July 1885 to secure the payment of said notes the said Mahala F. Duffee and N. J. Duffee executed acknowledged and delivered to said E. K. Fronke their mortgage deed of that date and thereby conveyed to said Fronke the following premises situate in the County of Union and State of Ohio, and in the village of Unionville, described as follows: All of lot N^o: 12 and also the west part of In lot N^o: 10 being 6 feet front on Main Street and running parallel with the west line of said lot to the alley on the south end thereof being a strip 6 feet in width off the west side of said lot.

The condition of said mortgage was that if the notes described herein were paid when due then said mortgage to be void otherwise in full force. The notes described in said mortgage are the same notes mentioned in the first four causes of action in this petition.

On the 3rd day of July, 1885 said mortgage was left with the Recorder of said County for record and was by him thereafter recorded in Book 21st, on Page 257 of the Mortgage Records of said County.

On the 2nd day of June 1890 the said Fronke in writing on said mortgage assigned all her interest therein to the plaintiff, and the plaintiff is now the owner and holder of said mortgage.

Said mortgage has become absolute. There is not

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due and unpaid on the indebtedness secured by the same the sum of three hundred and forty dollars with interest annually from June 3rd, 1876.

The plaintiff therefore asks judgment against said defendants in said sum of three hundred and forty dollars with interest payable annually from June 3rd 1876, and that said premises may be sold and the proceeds applied to the payment of said judgment and for all such other and further relief as may be equitable and just.

J. L. Cameron, Attorney for Plaintiff.

The State of Ohio,
Union County, ss:

J. L. Cameron being sworn says that he is the attorney for plaintiff duly authorized. That the plaintiff is a non-resident of said County of Union, and affiant believes the allegations in the foregoing petition to be true.

J. L. Cameron.

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

Copy of Notes

\$100.⁰⁰ Unionville Centre, Ohio, June 3rd, 1875.

Two years after date I promise to pay to the order of Elizabeth Fouke One hundred dollars at 6% interest annually, this note secured by mortgage. M. F. Dunfee. W. J. Dunfee.

Endorsed as follows: "June 3rd, 1886 interest paid \$6.⁰⁰ ; August 4th 1887 received on the within note \$100.⁰⁰ ; October 19th, 1887 received on this note \$7.⁰⁰ ; \$107.⁰⁰ of this note the last payments were paid by S. H. Keilbury to whom I hereby assign all my right and title to same. Mrs. E. K. Fouke

By Cyrus Zimmerman J. P. Agent.

"B"

\$100.⁰⁰ Unionville Centre, Ohio, June 3rd, 1875.

Three years after date I promise to pay to the order of Elizabeth Fouke One hundred dollars at 6% interest annually this writ secured by mortgage. M. F. Dunfee. W. J. Dunfee.

Endorsed as follows: "Principal and interest having been paid by S. H. Keilbury, to whom I hereby assign all my right and title to same. Mrs. E. K. Fouke

By her Agent Cyrus Zimmerman J. P.

"C"

\$100.⁰⁰ Unionville Centre, Ohio, June 3rd, 1875.

Four years after date I promise to pay to the order of Elizabeth Fouke One hundred dollars at 6% interest annually, this note secured by mortgage. M. F. Dunfee. W. J. Dunfee.

Endorsed: June 3rd, 1886, interest paid \$6.⁰⁰ June 2nd, 1890 this day came S. H. Keilbury and paid on this note \$126.⁰⁰ to whom I hereby assign all my right and title in this note.

Mrs. E. K. Fouke by her Agent Cyrus Zimmerman J. P.

"10" \$40.00 Unionville Centre, Ohio, June 3rd, 1885.
 Four years after date I promise to pay to the order of
 Elizabeth Frouke Forty (\$40.00) dollars at 6% interest annually
 This note secured by mortgage. M. F. Dunfee
 W. J. Dunfee.
 Endorsed: June 3rd, 1886 interest paid \$2.50; June 2nd, 1890 this
 day came S. H. Keilbury and paid on this note \$50.00 to whom
 I hereby assign all my right and title in this note.
 Mrs. E. M. Frouke by her
 Agent Cyrus Zimmerman J.P.

And, at the same time S. H. Keilbury filed the following
 Praecipe, in the words and figures following.
 To the Clerk:

Issue Summons to Sheriff of Union County returnable ac-
 cording to law. Amount claimed \$340.00 with annual in-
 terest from June 3rd, 1886 and foreclosure of mortgage.

And thereupon 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 Mahala Dunfee
 and William J. Dunfee that they have been sued by S. H.
 Keilbury in the Court of Common Pleas of Union County, and
 must answer by the 1st day of August A. D. 1891, 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 13th
 day of July A. D. 1891.

Witness my hand and the seal of said Court this 4th
 day of July A. D. 1891. R. Wileroy, Clerk.
 Endorsed: "In action for Judgment. Amount claimed \$340.00 with
 annual interest from June 3rd, 1886, and foreclosure of Mortgage.

And afterward, on the 7th day of July A. D. 1891, the
 Sheriff of said County returned said Summons to the Clerk's
 Office in said County which return is as follows, to wit:

| | |
|------------------|-----|
| Sheriff's Return | 50 |
| Ad. Dfts. | 15 |
| Milage | 160 |
| C. copy | 40 |
| Total | 245 |

The State of Ohio,
 Union County, Sheriff's Return.
 Received this writ July 4th, A. D. 1891, at 2 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 6th day of July 1891.
 Thomas Martin, Sheriff.

Afterward, on the 25th day of August 1891, an Entry was
 made on the Journal by the Clerk of said Court, to wit:
 S. H. Keilbury vs.
 Mahala Dunfee et al

Journal 15, Page 570.
 This day came the plaintiff and the defendants being in

Summons

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Sheriff's Return

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Order of Sale

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default for demurrer or answer to the petition, this cause was submitted to the court upon the petition and the evidence; on consideration whereof the court being fully advised in the premises finds the facts and allegations set forth in the petition to be true.

The court finds there is due to the plaintiff from the defendants upon the several causes of action set forth in the petition, including interest to this date of four hundred and forty-five dollars.

It is therefore considered by the court that the said plaintiff recover from the said defendants the said sum of four hundred and forty-five dollars and his costs herein expended, and it is ordered that the defendants pay their own costs.

The court further finds that the defendants executed and delivered to the plaintiff their mortgage deed in the petition described and on the premises therein described, that said mortgage was duly recorded in Book 21 on Page 257 of the Record of Mortgages for said County of Union, and that it is the first and best lien on the premises described in the petition. The court further finds that the condition of defeasance in said mortgage has been broken, and that the plaintiff thereby is entitled to have the defendants equity of redemption foreclosed.

It is therefore considered and decreed that unless the said defendants shall within three days from the entry of this decree pay or cause to be paid to the clerk of this court the costs herein and to the plaintiff the sum of four hundred and forty-five dollars, with interest from this date according to the terms of said mortgage deed, the defendants equity of redemption be foreclosed and said premises shall be sold, and an order of sale issue therefor to the Sheriff of said County of Union directing him to sell said premises as upon execution and bring the proceeds into court for further order.

Order of Sale

Afterward, on the 9th day of September A. D. 1891, an Order of Sale was issued by the Clerk of said Court, to wit: The State of Ohio.

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

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 25th day of August 1891, S. H. Kilbury obtained a judgment and decree against Mahala Dunfee and W. J. Dunfee for the sum of four hundred and forty-five dollars, and ten and ²⁵/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there by said Court ordered, adjudged, and decreed that the said Mahala F. Dunfee and W. J. Dunfee within 3 days from the 25th day of August A. D. 1891, pay unto the said S. H. Kilbury the said sum

6222

of four hundred and forty-five dollars with interest from the 23rd day of August 1891 and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiff's petition &c. And Whereas, the 3 days aforesaid have fully expired, and the said sum of four hundred and forty five dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell, according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County Ohio, to wit: Situate in the village of Unionville described as follows, to wit: All of lot N^o 12; also the west part of lot N^o 10 being 6 feet front on Main Street and running parallel with the West line of said lot to the alley on the South end thereof being a strip 6 feet in width off the west side of said lot.

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 9th day of September A. D. 1891.
R. M. Leroy, Clerk.

And afterward, on the 9th day of September A. D. 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

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| Service | 60 |
| Devy | 50 |
| Sum. Aprs. | 120 |
| Swear. " | 25 |
| Convey. " | 100 |
| Writing Appl. | 30 |
| copy of " | 30 |
| Notice to Str. | 30 |
| Affidavit to " | 30 |
| Writing Notice | 30 |
| Mileage | 160 |
| Total | 770 |
| Appraisers fee | 300 |
| Printers fee | 1100 |

The State of Ohio,
Union County, ss: Sheriff's Return.
Received this writ the 9th day of September A. D. 1891 and on the 14th day of September A. D. 1891 I called an inquest of D. Webb, Philip Maddox and J. P. Kerthine 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.) 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

Sheriff's Return

Proof of Publication
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printed in said Union County and of general circulation there-
in, as will appear by a copy of said advertisement hereto attached.

And on the 31st day of October A. D. 1891 at the door of the
Court House, in Marysville, Ohio, at the hour of One o'clock P.M.
of said day, the time and place of sale specified in said notice
I offered the within described real estate at public auction;
Said property was not sold for want of bidders.

Thomas Martin, Sheriff.

Proof of
Publication
6222

Afterward, on the 11th day of January, A. D. 1892, a Proof of
Publication was filed with the Clerk of said Court, to wit:

S. H. Keilbury
vs.
Mahala F. Dunfee et al

Sheriff's Sale.
In Order of Sale.

Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the
Court of Common Pleas, of Union County, Ohio, I will offer for
sale at the north door of the Court House in Marysville, Ohio,
on Saturday, October 31st, 1891, at or about the hour of One o'clock
P.M. on said day, the following described real estate, to wit:
Situated in the Township of Parby, County of Union and
State of Ohio, and bounded and described as follows: Situate on
the Village of Unionville, and described as follows, to wit: all of
lot N^o 12; also the west part of lot N^o 10 being six feet front on
Main Street and running parallel with the west line of said
lot to the alley on the south end thereof, being a strip six feet
in width off the west side of said lot.

Appraised at \$100.⁰⁰ Terms of Sale, Cash.

Thomas Martin, Sheriff Union County, Ohio.

The State of Ohio,
Union County, ss: |

The undersigned, being duly sworn, says that a copy
of the annexed notice was published for 5 consecutive weeks
in the Marysville Tribune, a newspaper of general circulation
in the County of Union, the first publication beginning with
September 30th, 1891. W. O. Shearer.

Sworn to and subscribed before me, this 11th day of
(Seal) January 1892. R. M. Crory, Clerk.

By W. M. Winger, Deputy.

Alias
Order of
Sale
6222

Afterward, on the 3rd day of November, A. D. 1891, 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
25th day of August 1891, S. H. Keilbury obtained a judgment
or decree against Mahala F. Dunfee and W. J. Dunfee for the
sum of four hundred and forty-five dollars, and ten ²/₉ ⁵/₁₀
dollars costs of suit: And whereas, it was then and there by
said Court ordered, adjudged and decreed that the said
Mahala F. Dunfee and W. J. Dunfee within three days from the
25th day of August A. D. 1891 pay unto the said S. H. Keilbury the

sum of four hundred and forty-five dollars with interest from the 25th day of August 1891 and costs aforesaid, and upon default to pay the same that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in the plaintiffs petition, &c:

And whereas, the three days aforesaid, have fully expired and the said sum of \$445.⁰⁰ and costs aforesaid, have not been paid, or any part thereof, as appears to us of record:

And whereas, under a former order of sale issued out of this Court, on the 9th day of September A. D. 1891 the following lands and tenements were appraised, advertised and offered for sale, to wit: Situate in Union County, Ohio, in the village of Unionville described as follows: All of lot N^o 12; also the west part of lot N^o 10 being 6 feet front on Main Street and running parallel with the west line of said lot to the alley on the south end thereof, being a strip six feet in width off the west side of said lot.

And whereas, no sale was had under said order, we therefore command you, that you proceed without delay to advertise and sell according to the statute regulating sales on judgments and executions at law.

The said premises above described under the appraisement had under the said former order of sale, herein, were appraised at the sum of \$800.⁰⁰ and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County, and make return of this order within sixty days from the date thereof.

Witness, R. M. Leroy Clerk of the Court of Common Pleas of said County and seal of said Court, at Marysville this third day of November A. D. 1891.
R. M. Leroy, Clerk.

And afterward, on the 8th day of December A. D. 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Sheriff's Return

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| Service | 30 |
| Notice to Str. | 30 |
| Affidavit to " | 30 |
| Writing Notice | 30 |
| Mileage | 1.60 |
| Return | 25 |
| Total | 3.05 |
| Printer's fee. | 10.40 |

The State of Ohio,
Union County, ss: Sheriff's Return.
I, R. M. Leroy, Clerk of said County, in obedience to the command of the order of sale hereto annexed I did on the 4th day of November 1891, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 5th day of December A. D. 1891, 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 5th day of December A. D. 1891 at the time and place above mentioned, proceed to offer said lands and tenements at public sale at the door of the Court House. Said

Entry 6222

Order of Re-Appraisement 319 Sale.

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Thomas Martin, Sheriff.

Afterward, on the 11th day of January A. D. 1892, a writ of the Publication was filed with the Clerk of said Court, to wit: S. H. Keilbury

Sheriff's Sale

vs.

On Order of Sale.

Mahala P. Dunfee et al | Court of Common Pleas, Union County.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday December 5th, 1891, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit: Situated in the Township of Darby, County of Union and State of Ohio, and bounded and described as follows: Situate in the village of Unionville and described as follows, to wit: All of lot N^o 12; also the west part of lot N^o 10 being six feet front on Main Street and running parallel with the west line of said lot to the alley on the south end thereof, being a strip six feet in width off the west side of said lot.

Appraised at \$800. 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 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 4th, 1891. W. C. Shearer.

Sworn to and subscribed before me, this 11th day of January 1892. R. M. Leroy, Clerk

By W. M. Winget, Deputy.

(Seal)

Entry

Afterward, on the 12th day of January A. D. 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

6222

S. H. Keilbury

Journal 16, Page 104.

vs.

Mahala Dunfee et al

This cause come on for hearing on the motion to set aside the appraisement of the real estate heretofore ordered sold in this action, and on consideration thereof and good cause shown it is ordered that the said appraisement be and it is hereby set aside and it is ordered that a new appraisement of the same be made.

Order of Re-Appraisement & Sale.

Afterward, on the 12th day of January, A. D. 1892, an Order of Re-Appraisement & Sale was issued by the Clerk of said Court.

The State of Ohio, | Union County, ss:

To the Sheriff of said County, Greeting:

Whereas, In pursuance of an order of our Court of Common Pleas, within and for said County, at the May

6222

est from upon de- the Sheriff ig to the to sell the ally expir- have not issued out following offered for llage of west part ning par- the south west side nder said without regulat- The said ad under at the le, and Common make re- hereof. mon Pleas at A. D. 1891. D. 1891, the k's Office command on the vertised her print- ation in ts to be said P. M. of lands the day nce to said the time and ten- Said

Term thereof A. D. 1891 in a certain action wherein S. H. Keilbury is plaintiff, and Mahala F. Dunfee et al defendants, a writ issued of said Court for the sale of the premises hereinafter described. And whereas, no sale being had under said order, the said Court has therefore ordered a reappraisement and sale of the same; We command you to proceed without delay, and cause to be appraised and advertised, and to sell according to law, the following described real estate, situate in the County of Union and State of Ohio, to wit: village of Unionville described as follows, to wit: All of lot N^o 12; also the west part of lot N^o 10 being 6 feet front on Main Street and running parallel with the west line of said lot to the alley on the south end, being a strip 6 feet in width off the west side of said lot. To satisfy a judgment rendered in favor of said plaintiff against said said defendant for the sum of four hundred and forty five dollars with interest from the 13th day of August 1891, until paid 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, this 12th day of January A. D. 1892.

(Seal)

R. M^o Leroy, Clerk.

Sheriff's Return

Afterward, on the 13th day of February A. D. 1892 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | |
|----------------|-------|
| Service | 45 |
| Levy | 1 00 |
| Sum. Aprs. | 1 20 |
| Swear. " | 25 |
| Convey. " | 1 50 |
| Writing Aprt. | 30 |
| Copy of " | 30 |
| Notice to Adv. | 30 |
| Affidavit | 30 |
| Writing Notice | 30 |
| Mileage | 2 40 |
| Foundage | 5 38 |
| Return | 32 |
| Total | 14 00 |
| Appraisers fee | 3 00 |
| Printers fee | 11 00 |

The State of Ohio,
Union County, ss: Sheriff's Return
In obedience to the command of the Order of Sale hereto annexed, I did on the 12th day of January 1892, summon William Hoar, Thomas Drown and Martin Goldsbury three disinterested freeholders residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 12th day of January A. D. 1892, said appraisers returned to me, under their signatures, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at five hundred dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 13th day of January 1892 I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the

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13th day of February A. D. 1892 at One o'clock P. M. of said day.
 And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: 5 consecutive weeks, and in pursuance to said notice, I did on said 13th day of February A. D. 1892, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House; and then and there came Thomas Munday who bid for the same the sum of three hundred and fifty nine dollars and said sum being more than two thirds of the appraised value thereof, and said Thomas Munday 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 three hundred and fifty nine dollars.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 26th day of March A. D. 1892, a Proof of the Publication was filed with the Clerk of said Court to wit: S. H. Kilbury

vs. Mahala F. Dunfee et al

Sheriff's Sale
 On Order of Sale.
 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 13th 1892, at or about the hour of One o'clock P. M. on said day, the following described real estate, to wit: Situated in the Township of Darby, County of Union and State of Ohio and bounded and described as follows: Situate in the village of Unionville, and described as follows, to wit: All of lot N^o 12; also the west part of lot N^o 10 being six feet front on Main Street and running parallel with the west line of said lot to the alley on the south end thereof, being a strip six feet in width off the west side of said lot.

Appraised at \$500.⁰⁰ 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 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 13th 1892.

W. O. Shearer.

Sworn to and subscribed before me, this 26th day of March 1892.
 (Seal) R. M^o Leroy, Clerk.

Afterward, on the 5th day of April A. D. 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

S. H. Kilbury

Journal 16, Page 152.

vs. Mahala Dunfee et al

On motion of the plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court; and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court it is ordered that the said proceedings and sale be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Thomas Munday by deed according to law the property so sold and the said purchaser is hereby subrogated to all rights of the said lien holder in said premises.

It is further ordered that the clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof. And coming now to distribute the proceeds of said sale amounting to three hundred and fifty-nine dollars it is ordered that the Sheriff out of the money in his hands pay - - 1^o To the Treasurer of this County the taxes, penalty and interest against said property to wit: the sum of - - 2^o - - The costs of this action amounting to \$ - - 3^o - - To the plaintiff the balance of the proceeds of said sale to apply on his judgment herein.

Afterward, on the 4th day of May A. D. 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

Entry
1892
S. H. Kilbury
vs.
Mahala Dunfee et al

Journal 16, Page 187.

This day came the parties by their Attorneys and this case having heretofore been consolidated with the case of John N. Eldridge vs. Mahala Dunfee et al N^o 5772, the two cases thus consolidated came on to be heard upon the pleadings of the parties and the evidence and was argued by counsel and submitted.

On consideration whereof the Court finds that the petition of said S. H. Kilbury was filed by him and his action prosecuted without knowledge of the proceedings in case N^o 5772, and that the plaintiff in said case N^o 5772 had no knowledge of the proceedings of said S. H. Kilbury in this case until after the sale was made in the same.

The Court further find from the evidence that said S. H. Kilbury bought and paid for the four notes set up in his petition and that the mortgage of said Elizabeth Touke was legally assigned to him as alleged in his petition and that his claim is prior to that of the said John N. Eldridge Charles E. Higgins and John E. M^r Intosh who are plaintiffs in said case N^o 5772.

And the Court find that the judgment heretofore rendered in favor of said S. H. Kilbury upon the notes set up in his petition is the first and prior lien on the premises described therein and should be first paid out of the proceeds of said premises.

The Court further find that the mortgage set up by

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the by the said John N. Eldridge et al in their petition in case No. 5772 was executed, delivered, and recorded as therein stated, and to secure the same therein named, and that the said John N. Eldridge, Charles L. Higgins and John E. M^r. Intosh by reason of their said mortgage have the second lien on the said premises to the amount of the claim set up in their said petition. And the Court find that the amount now due from said Mahala Duffee and W. J. Duffee to said John N. Eldridge, Charles L. Higgins and John M^r. Intosh and secured by the said mortgage is \$792.⁰⁰

The Court finds that the said John N. Eldridge, Charles L. Higgins and John M^r. Intosh not having been parties to the suit in which the said premises were sold are entitled to an order of sale as upon foreclosure of their said mortgage. It is therefore considered and adjudged by the Court that unless the said Mahala Duffee, W. J. Duffee shall within three days from this date (May 4th, 1892) pay to the said John N. Eldridge, Charles L. Higgins and John M^r. Intosh the said sum of \$792.⁰⁰ so as aforesaid found due them then that an order of sale issue in their favor to the Sheriff of said County of Union commanding him to appraise, advertise and sell said premises in said mortgage described and that he bring the proceeds of said sale into Court to await the further order hereof as to final distribution.

Afterward, on the 11th day of May A. D. 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 4th day of May, 1892, John N. Eldridge, Charles L. Higgins and John E. M^r. Intosh obtained a judgment and decree against Mahala Duffee and W. J. Duffee for the sum of seven hundred and ninety two dollars, and sixteen and ²/₁₀ dollars, costs of suit. And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Mahala Duffee and J. W. Duffee within three days from the 4th day of May 1892 pay unto the said John N. Eldridge, Charles Higgins and John E. M^r. Intosh the said sum of seven hundred and ninety two ⁰⁰/₁₀₀ dollars with interest from the 4th day of April 1892 and costs aforesaid; and, on default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition, &c: And Whereas, the 3 days aforesaid have fully expired, and the said sum of \$792.⁰⁰ and costs aforesaid, have not been paid, or any part thereof, as appears to us of record. We therefore command you, that you proceed with-

out delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to-wit: In Darby Township and in the village of Unionville Centre described as follows, to-wit: All of lot N^o (12) twelve and the west part of lot N^o ten being six feet on Main Street and running parallel with the west line of said lot to the alley on the south thereof, being a strip of land six feet wide off the west side of said lot as the same is designated and marked on the recorded plat of said town of Unionville or Unionville Centre in the Recorder's Office 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 11th day of May A. D. 1892. R. M. [Signature]

Sheriff's Return

And afterward, on the 20th day of June A. D. 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | | |
|----------------|-------|--|
| Service | 45 | The State of Ohio. |
| Levy | 1 00 | Union County ss. Sheriff's Return. |
| Sum. Aprs. | 1 20 | Received this writ the 11 th day of May A. D. |
| Swear. " | 25 | 1892 and on the 12 th day of May A. D. 1892 I |
| Writing April. | 30 | called an inquest of Charles M. Cune, J. P. |
| Copy of " | 30 | Kerthine and Martin Goldsbery three disinter- |
| Notice to Ctr. | 30 | ested freeholders and residents of the County, |
| Affidavit to " | 30 | and caused the within described real estate to |
| Writing Notice | 30 | be duly appraised on their oaths; they on the |
| Mileage | 1 60 | same day returned to me an estimate of the |
| Boundage | 5 40 | value thereof, (to-wit \$5.50.) under their hands |
| Return | 25 | and seals, a copy of which I forthwith deposited |
| Total | 11 95 | with the Clerk of the within named Court. |
| Appraisers fee | 3 00 | 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 18th 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

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same to Thomas Munday for the sum of three hundred and sixty-six ⁶⁶/₁₀₀ dollars he being the highest bidder therefor, and the sum bid being more than two thirds of the appraised value.

Thomas Martin, Sheriff.

Proof of Publication

Afterward, on the 20th day of June A. D. 1892, a Proof of the Publication was filed with the Clerk of said Court, to-wit: Eldridge & Higgins & Co. Sheriffs Sale

As Mahaba Dunfee et al On Order of Sale Court of Common Pleas, Union County, Ohio

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday June 18, 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 Darby, County of Union, State of Ohio, and bounded and described as follows: In the town of Unionville Centre described as follows, to-wit: All of lot No. twelve (12) and the west part of lot No. ten (10) being six feet on Main Street and running parallel with the west line of said lot to the alley on the South thereof being a strip of land six feet wide off the west side of said lot as the same is designated and marked on the recorded plat of said town of Unionville or Unionville Centre in the Recorders Office of Union County, Ohio.

Appraised at \$550.00 Terms of Sale, Cash.

Thomas Martin, Sheriff of Union County, Ohio.

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

The undersigned, being duly sworn, says that a copy of the annexed notice was published for five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with May 18th, 1892. H. O. Shearer.

Sworn to and subscribed before me, this 20th day of June 1892. (Seal) R. M. Leroy, Clerk.

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 S. Carce, Judge of said Court, of the Term of November, to-wit, on the 7th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 11th day of February A. D. 1891, Fleetwood Courtright filed in the Clerk's Office of the said Court of Common Pleas the following Petition against F. M. Taylor, to-wit:

Petition

| | | |
|---------------------------------|--|---|
| Fleetwood Courtright, Plaintiff | | Court of Common Pleas, Union County, Ohio. |
| or. | | |
| F. M. Taylor, Defendant | | |

5-9-24

The plaintiff says that on the 31st day of January 1890, the defendant for value received and in consideration of a horse sold and delivered by plaintiff to defendant executed and delivered to plaintiff his check for the sum of one hundred and fifty dollars drawn on the Peoples Bank of Marysville Ohio, with which Bank defendant had arrangements for the payment thereof, payable to plaintiff or bearer, a copy of which check is as follows, viz: "Marysville, Ohio, January 31st, 1890.

The Peoples Bank, Pay to Fleetwood Courtright or bearer one hundred and fifty dollars (\$150.⁰⁰).
F. M. Taylor.

That on the 10th day of January, 1890 said plaintiff demanded payment of said one hundred and fifty dollars in payment of said check, but defendant refused to pay the same.

That on the 13th day of January, 1890 plaintiff presented said check to said Peoples Bank during its business hours and demanded payment of said one hundred and fifty dollars, but said Bank refused payment thereof. And thereupon after said refusal by said Bank plaintiff again demands payment of said check of said defendant and offered to deliver up to him said check but defendant refused to pay said one hundred and fifty dollars or any part thereof in satisfaction of said check.

Plaintiff says said check was never paid or any part thereof and the said sum of one hundred and fifty dollars is due plaintiff on said check from the said defendant with interest from January 13th 1890 and thereupon he prays judgment against defendant for said sum of one hundred and fifty dollars with interest thereon from January 13th 1890.

Robinson & Woodburn,

The State of Ohio.

Attorneys for Plaintiff.

Union County, ss:

R. L. Woodburn being duly sworn deposes and says he is one of the attorneys of the plaintiff in the above cause and he believes the allegations of the foregoing petition are true; that plaintiff is not a resident of said County of Union and

for that reason this affiant verifies said petition.

R. L. Woodburn.

Sworn to before me and subscribed in my presence this 11th day of February, 1890. (Seal) R. M. Leroy, Clerk.

Demurrer

5-9-24

Afterward, on the 15th day of November A. D. 1890, a Demurrer was filed with the clerk of said Court, to wit:

Fleetwood Courtright, Plaintiff

vs.

F. M. Taylor, Defendant

Court of Common Pleas,
Union County, Ohio.

The defendant demurs to the petition of the said plaintiff and for grounds of demurrer says: That facts sufficient to constitute a cause of action are not in said petition stated. That the pretended cause of action set up in said petition is barred by the Statute of Limitations. J. L. Cameron, Attorney for Deft.

Entry

5-9-24

Afterward, on the 25th day of June A. D. 1890, an Entry was made on the Journal by the clerk of said Court, to wit:

Fleetwood Courtright

vs.

F. M. Taylor

Journal 15, Page 353.

This day came on this cause to be heard on the demurrer of defendant to plaintiff's petition, whereupon the Court being fully advised in the premises do overrule said demurrer, to which ruling of the Court the defendant excepts, and thereupon leave was given defendant to answer by September 1st, 1890, and cause continued.

Answer

5-9-24

Afterward, on the 6th day of November A. D. 1890, an Answer was filed with the clerk of said Court, to wit:

Fleetwood Courtright, Plaintiff

vs.

F. M. Taylor, Defendant.

In Union County
Court of Common Pleas.

The defendant for answer says: First: That he has no recollection or knowledge whatever in regard to the check described in the petition and he therefore denies the execution of the same. Second: The defendant further says that at the time of the date of said check he had no funds in the said Peoples Bank but his account was then overdrawn. He had an arrangement however with said Bank whereby it would advance money and pay off checks then presented which had been drawn by defendant against it. That in the year 1883 this defendant settled up his business with said Bank and kept his accounts elsewhere. Third: This defendant says that during the year 1890 and prior and subsequent thereto he gave checks to plaintiff which were always presented promptly and paid, and his accounts with plaintiff was accurately kept. That long after his account with the Peoples Bank had been closed, to wit, in the year 1890 the said plaintiff brought the check in the petition set forth to the defendant and wanted to know if defendant knew anything about it, and the plaintiff then stated that he knew

Reply

5-9-24

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nothing about the check, and never knew he had it until he
run across it among his old books and papers. Plaintiff
had not then presented said check to said Bank, and he never
did at any time after he had presented said check to the Bank
demanded payment of the same of this defendant, or present the
same to him but without such presentment or demand immediate-
ly brought this suit before the said Justice of the Peace.

Fourth! This defendant says that if it should turn out
that the signature to said check was made by him, he never
received any consideration for the same, and the plaintiff
has parted with nothing for it, and that it should have been
destroyed long ago.

Fifth! This defendant says that the plaintiffs alleged claim
is barred by the Statute of Limitations, and all the allegations
of the petition not herein admitted are denied.

Wherefore defendant asks to go hence and recover his
costs and for all proper relief.

J. L. Cameron, Attorney for Defendant.

The State of Ohio,
Union County ss:

F. M. Taylor, defendant, being sworn says that he be-
lieves the allegations in his foregoing petition to be true.
F. M. Taylor.

Sworn to before me and signed in my presence this 6th
day of November 1870. (Seal) R. M. Crony, Clerk
By W. M. Winger, Deputy.

Afterward, on the 7th day of November A. D. 1870, a Reply
was filed with the Clerk of said Court, to wit:

Fleetwood Cowright, Plaintiff

vs.

Court of Common Pleas,
Union County, Ohio.

F. M. Taylor, Defendant

The said plaintiff for reply to defendants answer says that
the plaintiff resided about 15 miles from Marysville where the
Peoples Bank carried on its business when said check was given
viz: January 31st, 1870 and the check was given to plaintiff at
plaintiff's at plaintiff's home. That though defendant had
no money in said Bank on deposit that day but had an
agreement with said Bank that it would take up his checks
says that on the next day thereafter said defendant deposited
in said Bank more than sufficient money to pay said check
and said defendant continued his banking business in said
Bank and when he settled with said Bank said check had
not been presented for payment and was not charged by said
Bank to defendant.

The plaintiff denies that he stated to defendant that
he knew nothing about the said check and that he never
knew he had it until he run across it among his old paper
and books. The plaintiff denies that said defendant never
received any consideration for said check and that said
check should have been destroyed long ago or at any time

Reply

5-9-24

and he denies that said check is barred by the Statute of Limitations. Wherefore plaintiff prays judgment as he does in his petition.

The State of Ohio,
Union County, ss.

Robinson & Woodburn

Attorneys for Plaintiff

J. W. Robinson being duly sworn says he is one of the attorneys of plaintiff; that plaintiff is not a resident of the said County of Union, and that he believes the allegations of the foregoing Reply are true.

J. W. Robinson.

Sworn to before me and signed in my presence this 7th of November 1890:

(Seal) R. M. Crory, Clerk.

By W. M. Winger, Deputy.

Reply

5924

Afterward, on the 14th day of November A. D. 1890, a Reply was filed with the Clerk of said Court, to-wit:

Fleetwood Courtwright, Plaintiff

vs.

F. M. Taylor, Defendant

Court of Common Pleas
Union County, Ohio.

Now comes the plaintiff and for his reply to said defendant's answer says that at the time said check was given on the 31st of January 1880 plaintiff resided fifteen miles from Marysville where the Peoples Bank was then doing its business and said check was given at plaintiff's residence. That on that day defendant had an arrangement with said Bank to honor such checks as he might give and on the next day defendant made a deposit of more money than sufficient to pay said check and he says defendant when he settled up with said Bank and caused to transact his business there, the said check had never been presented to said Bank and was not charged to said defendant by said Bank and defendant never paid the same and never lost anything by reason of the plaintiff's failure to present the same.

The plaintiff says he denies that he told defendant that he knew nothing about said check or that he never knew that he had it until he ran across it among his old papers and books but admits that he stated to defendant that he had misplaced it and had forgotten about the check until he found it in a book and plaintiff denies that defendant never received any consideration for said check and denies that said check should have been destroyed at any time and denies that it is barred by the Statute of Limitations.

Robinson & Woodburn

Attorneys for Plaintiff.

The State of Ohio,
Union County, ss.

Fleetwood Courtwright being duly sworn deposes and says the allegations of the foregoing reply are as he believes true.

Fleetwood Courtwright.

Sworn to before me and signed in my presence this 14th of November 1890.

(Seal) R. M. Crory, Clerk

By W. M. Winger, Deputy.

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Petition
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Afterward, on the 24th day of November A. D. 1890, an Entry was made on the Journal by the Clerk of said Court, to wit: Fleetwood Courtright

vs.
F. M. Taylor

Journal 15, Page 424.

This day came the defendant and made his affidavit for continuance on account of his witness sickness. Whereupon the Court sustain the motion for continuance at the costs of the defendant for this term.

Wherefore it is considered and adjudged that the plaintiff recover of defendant the costs of this term of Court and on application of plaintiff leave is granted plaintiff to file an amended petition in 20 days.

Afterward on the 10th day of December A. D. 1890, an Amended Petition was filed with the Clerk of said Court, to wit:

Fleetwood Courtright Plaintiff

Court of Common Pleas
Union County, Ohio.

vs.
F. M. Taylor, Defendant

Amended
Petition

6924 Now comes said plaintiff and by leave of the Court files this his amended petition and says that on the 31st of January 1880 the said defendant for value received executed and delivered to plaintiff the said defendant's Bank check directed to the Peoples Bank at Marysville, Ohio of which the following is a copy. Marysville, Ohio, January 31st 1880.

The Peoples Bank. Pay to Fleetwood Courtright or bearer
One hundred and fifty dollars (\$150.00) F. M. Taylor.

The plaintiff says the defendant had at the time said check was given arrangements made with said Bank by which said check would have been paid on demand and continued to have such arrangements by which it would have been paid on demand until about two years thereafter, when without the knowledge or consent of the plaintiff he without providing for the payment of said check closed his account with said Bank and drew from it all his money, whereby when the plaintiff demanded of said Bank the payment of said check there was no funds there to pay the same and the said Bank refused payment thereof.

The plaintiff says he demanded of said Bank payment of said check and presented the same for payment at its counter where doing business at Marysville on or about the 12th of January 1890 and the said Bank refused payment and the plaintiff on the 13th of January 1890 before bringing this action and at divers times before that demanded payment of said check but defendant refused payment and has never paid the same or any part thereof and the same is due from defendant to the plaintiff with interest from the 13th day of January 1884.

Therefore the plaintiff who says he is now the owner and holder of said check asks judgment against defendant by reason of the premises for the sum of one hundred

and fifty dollars with interest from January 13th 1884.
Robinson ^{1/2} Woodburn, Attorney for Plaintiff

The State of Ohio
Union County ss:

J. W. Robinson being duly sworn deposes and says he is one of the attorneys of the plaintiff in the foregoing cause; that plaintiff is a non resident of said County of Union; that said action is for money only on a written Bank check in his hands for collection; that he believes the allegations of the foregoing Amended Petition are all true.
J. W. Robinson.

Sworn to before me and signed in my presence December 10th 1890.
(Seal) R. M^o Leroy, Clerk of Court.

Afterward, on the 13th day of January A. D. 1891 a Demurrer was filed with the clerk of said Court, to wit:

Demurrer to Amended Petition
Fleetwood Courtwright, Plaintiff
vs.
F. M. Taylor, Defendant
In Union County Court of Common Pleas.

The defendant demurs to plaintiff's amended petition and for grounds of demurrer says:
1st - Said petition does not contain facts sufficient to constitute a cause of action.
2nd - Said petition shows on its face that the plaintiff's alleged cause of action is barred by the Statute of Limitations.

Entry
5-9-24
J. D. Cameron, Attorney for Defendant.
Afterward, on the 4th day of March A. D. 1891, an Entry was made on the Journal by the clerk of said Court, to wit:
Fleetwood Courtwright
vs.
F. M. Taylor
Journal 15, Page 493.

This day came on this cause to be heard on the demurrer to the plaintiff's amended petition. Whereupon the Court being fully advised in the premises doth overrule said demurrer to which defendant excepts. Whereupon leave was given to the defendant to file answer by the 4th day of April next and this cause is continued.

Answer
5-9-24
Afterward, on the 8th day of May, A. D. 1891, an Answer was filed with the Clerk of said Court, to wit:
Fleetwood Courtwright, Plaintiff
vs.
F. M. Taylor, Defendant
The State of Ohio, Union County ss:
To the Court of Common Pleas.

The said defendant for his answer to the plaintiff's amended petition says: First; That he has no recollection or knowledge, whatever in regard to the alleged check described in said amended petition, and he therefore denies the execution of the same. Second; That at the time of the date of said alleged check he had no funds in the said Peoples Bank, but his account was overdrawn; he had an arrangement however with said Bank whereby it would advance the money and pay checks then presented, which had been drawn by defendant against it.

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That in the year 1883, this defendant settled his account with said Bank and did business elsewhere. That during the year 1880, and both prior and subsequent thereto this defendant gave checks to said plaintiff on said Bank which were always presented promptly and paid; that his accounts with plaintiff was accurately kept, and when he closed his account with said Bank in the year 1883, there were no outstanding checks within his knowledge that he then had no knowledge that plaintiff had or claimed to have any check that was drawn by defendant against said Bank, nor did the plaintiff ever make any such claim to him until the year 1890, although their business relations continued from time to time during the interval.

In the year 1890 the plaintiff brought the alleged check to the defendant and wanted to know if the defendant knew anything about it, and at the same time saying that he knew nothing about it and did know he had it until he ran across it among his old papers.

Plaintiff had not then presented said alleged check to the Bank or demand payment thereof and said plaintiff never did after he had presented said check to the Bank present the same to this defendant or demand payment of the same.

That although this defendant had no regular account with said Peoples Bank, his credit was good with the same, and it would not have hesitated to pay a check drawn in the ordinary course of business against it by defendant, but it would not pay a check ten years old.

Third: This defendant says that if it should out that the alleged check was signed by the defendant there was no consideration for it, and the plaintiff parted with nothing for it and it should have been destroyed long ago.

Fourth: This defendant says; that the plaintiff's alleged claim is barred by the statute of limitations; that if plaintiff ever had any right of action on said check, it began more than six years before this action was brought before the Justice of the Peace.

Fifth: All the allegations in said amended petition, and not herein admitted are denied, and this defendant attaches certain interrogatories to this answer which he requires the said plaintiff to fully answer, under oath.

Wherefore defendant asks that he may go hence, and recover his costs and for all proper relief.

J. L. Cameron, Attorney for Defendant.

State of Ohio,
Union County, ss:

F. M. Taylor being first duly sworn says the facts stated and allegations made in his foregoing answer are true as he verily believes.

F. M. Taylor.

Sworn to before me and signed in my presence this 8th day of May, 1891.

J. Van Pearse,

Notary Public.

(Seal)

The plaintiff is required to answer under oath the following interrogatories to wit:

- 1st. In whose hand writing is the alleged check?
- 2nd. If you wrote the check did you fill out the stub on the check book?
- 3rd. Did you fill out any stub on defendants check book, if so give the date and amount of the check and stub?
- 4th. Did you on the date of said alleged check draw any money from the said bank on defendants check, if so state the amount?
- 5th. Are any of the checks of defendant given to you and upon which you have drawn money, in your hand writing?
- 6th. If you wrote the alleged check upon which this suit is brought where were you at the time, and who was present?
- 7th. Were you in Marysville on the 31st day of January 1880?
- 8th. Have you seen the stub from which the alleged check was taken, if so in whose hand writing is it, and what is its amount?
- 9th. Does the amount of the stub correspond with the amount of the check, if not can you explain the discrepancy?
- 10th. If the stub from which the alleged check was taken differs in hand writing and amount, and you have any knowledge or recollection, of the facts or circumstances under which it came about, state fully all you know about it, giving each and all the facts within your knowledge?
- 11th. Have you drawn money from the said Bank on any of the defendants checks since the 31st day of January 1880, if so state how many checks, the amount of each, and give any reason you may have why the alleged check in suit was not presented sooner? Why did you draw money on other checks of defendant, and not on this one?
- 12th. State fully the consideration of the alleged check, and give the circumstances under which it was drawn.

Motion

5-9-24

Afterward, on the 19th day of May, 1891, a motion was filed with the clerk of said Court, to wit:
Fleetwood Courtwright, Plaintiff

vs.

J. M. Taylor, Defendant

Court of Common Pleas,
Union County, Ohio.

The plaintiff moves the Court to strike from the answer as surplus matter the following:

- 1st. After the words "and did business elsewhere" strike out all down to the words when he closed his account"
- 2nd. After the words "no outstanding checks strike out the words "within his knowledge and down to the words "in the year 1890 the plaintiff".
- 3rd. Strike out the words "In the year 1890" and down to the end of the page and of the sentence to and including the words "or demand payment of thereof."

Robinson & Woodburn,

Attorneys for Plaintiff.

Motion

5-9-24

Reply to Amended Answer

5-9-24

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Afterward, on the 25th day of May A. D. 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Fleetwood Courtwright | Journal 15, Page 523
vs.
F. M. Taylor

Leave is given to defendant to file answer instant and same is filed.

Motion
5-9-24

Afterward, on the 1st day of June A. D. 1891, a Motion was filed with the Clerk of said Court, to wit:

Fleetwood Courtwright, Plaintiff | In Union County
vs. | Court of Common Pleas.
F. M. Taylor, Defendant

The defendant moves the Court for an order striking from the files the motion of plaintiff herein May 19th, 1891 entitled "motion to strike out surplus matter from amended answer of defendant." For grounds of motion says: Said paper is so vague, indefinite and uncertain as not to advise the defendant or the Court as to what is to be struck out.

J. D. Cameron, Attorney for Defendant.

Reply to Amended Answer
5-9-24

Afterward, on the 3rd day of June A. D. 1891, a Reply was filed with the Clerk of said Court, to wit:

Fleetwood Courtwright, Plaintiff | Court of Common Pleas,
vs. | Union County, Ohio.
F. M. Taylor, Defendant.

The plaintiff for reply to defendant's answer says he denies that he stated to defendant that he knew nothing about said check and he denies that in fact he did not know that he had it until he ran across it among his old papers and denies that he made that statement and says he simply stated to defendant that he had mislaid the said check and had forgotten all about it until he found it in a book placed on the top of a wardrobe.

2nd. For a reply to the third defense he says that he denies that said check was given without consideration and should have been destroyed at any time as alleged in said answer.

3rd. For a reply to the fourth defense says he denies that said claim is barred by the statute of limitations and denies the allegations of said fourth defense and denies that the plaintiff's right of action against the defendant accrued until a demand was made upon the defendant by plaintiff for the payment of said check.

4th. For answer to said interrogatories the plaintiff answers the first interrogatory put by defendant to plaintiff in his answer as follows: "Said check is in plaintiff's hand writing except the signature of F. M. Taylor which is in his hand writing.

For the second interrogatory he answers that plaintiff did not fill up the stub on the check book.

For the third interrogatory plaintiff says he filled up said check but not the stub, the date of the check is January 31st A. D. 1890 for one hundred and fifty dollars. I have seen

the stub that corresponds with this check by date and other marks and my recollection is that the amount filled in is \$450.00 but that was not put in by plaintiff nor with his knowledge or consent.

To the 4th interrogatory plaintiff answers that he is not positive that he received any cash from defendant the day said check was given but thinks he received said four hundred and fifty dollars that day from defendant either in cash or check but thinks not by a check.

To the 5th interrogatory he cannot answer this question except he says this \$150.00 check was filled up by him.

To the 6th interrogatory plaintiff says he does not remember where he was or who was present when said check was given and therefore he cannot answer said question farther.

To the 7th interrogatory plaintiff answers that he does not remember whether or not he was in Marysville on the 31st of January 1880 and he cannot answer further as to that.

To the 8th interrogatory plaintiff answers that he has seen the stub to said check and does not remember that he looked to see in whose hand writing it is, but it is his impression that it is in the defendant's hand writing. He says he would know the hand writing if in the hand of defendant but he does not remember that he made any examination on that subject. I think it is filled up with figures of \$450.00.

To the 9th interrogatory plaintiff answers that his recollection is that they do not correspond, the check being \$150.00 and the stub \$450.00.

To the 10th interrogatory plaintiff answers that he had nothing to do with the filling up of the stub and cannot answer why any discrepancy exists between them but he surmises that it was a memorandum made by defendant for his use alone but of this he has no knowledge whatever.

To the 11th interrogatory plaintiff is wholly unable to answer whether he has drawn any money from said Bank on defendant's check since January 31st, 1880 but thinks it is probable that he has, for he has had dealings with defendant since then but he can not remember as to any checks and has no memoranda on that subject. He says the said \$150.00 check was not presented by plaintiff by accident.

He has the impression that defendant desired plaintiff to hold the check for 30 or 60 days before he should present it and he laid it in a book which was put on the top of a wardrobe and forgot about it and found it only a short time before this action was brought. It was not presented sooner because plaintiff forgot that he held the check but it was in his possession all the time.

The plaintiff is not unable to state the consideration for which said check was given but he is of the impression and answers to the best of his knowledge and belief that it was for the balance of the price of three horses then sold by plaintiff to defendant but the plaintiff and defendant have had many business transactions with each other since January 31st, 1880. He cannot state the circumstances under which said check was drawn more fully than

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The State of Ohio.
Franklin County, ss:

Robinson & Woodburn
Attorneys for Plaintiff.

Before the undersigned came the above named Fleetwood Courtwright who being duly sworn deposes and says the allegations of his above reply are as he believes true and the answers to said interrogatories are true.

Fleetwood Courtwright.

Sworn to before me and signed in my presence this 2^d day of June 1891.
C. O. Cooper, Notary Public,
Franklin County, Ohio.

(Seal)

Afterward, on the 16th day of November A. D. 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

Fleetwood Courtwright

Journal 16, Page 51.

vs.
F. M. Taylor

5924

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

- | | | |
|--------------------------------|--------------------------------|-----------------------------------|
| 1 st Reuben Stultz | 5 th S. W. Dolbear | 9 th A. C. Smith |
| 2 nd Ed. Diggitt, | 6 th John Cochran | 10 th Samuel Brightler |
| 3 rd H. F. Chapman | 7 th Guido Robinson | 11 th John Dawson |
| 4 th Conrad Weidman | 8 th W. F. Jackson, | 12 th William W. Epps |

who were duly impaneled and sworn, according to law; and thereupon the case came on for hearing on the pleadings and the evidence and after hearing the evidence and the argument of counsel said cause was continued until tomorrow morning at 8^{1/2} o'clock.

Afterward, on the 17th day of November A. D. 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Fleetwood Courtwright

Journal 16, Page 53.

vs.
F. M. Taylor

This day again came the parties by their attorneys and also came the Jury heretofore impaneled and sworn, and the said Jury having heard the charge of the Court, retired to their room in charge of the Sheriff for deliberation.

Afterward, on the 18th day of November A. D. 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Fleetwood Courtwright

Journal 16, Page 56.

vs.
F. M. Taylor

Entry

5924

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

We, the Jury being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of one hundred and sixty-six and ²⁰/₁₀₀ dollars.

S. W. Dolbear, Foreman.

Motion
5-9-24

Afterward, on the 20th day of November A. D. 1891, a Motion was filed with the Clerk of said Court, to wit:
Fleetwood Courtright Plaintiff
vs.
F. M. Taylor Defendant

To the Court of Common Pleas
Union County, Ohio.

- The defendant moves the Court to set aside the verdict in this case and grant a new trial and for grounds of his motion says:
- 1st. There was error of law occurring at and during the trial.
 - 2nd. The Court erred in its charge to the Jury.
 - 3rd. The Court erred in refusing to charge the Jury as requested by the defendant.
 - 4th. The Court erred in admitting testimony against the objection of the defendant.
 - 5th. The Court erred in ruling out testimony offered by the defendant.
 - 6th. The verdict is against and contrary to the weight of the evidence and is contrary to law.
 - 7th. There was misconduct of the Jury and the plaintiff.
 - 8th. There was an abuse of discretion by which the defendant was prevented from having a fair trial.
 - 9th. The verdict and decision was given for the plaintiff when it should have been for the defendant according to law.

J. D. Cameron, Attorney for Defendant.

Afterward, on the 4th day of December A. D. 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:
Fleetwood Courtright
vs.
F. M. Taylor

Journal 16, Page 84.

Entry
5-9-24

This day came on this case to be further heard on the motion to set aside the verdict and grant a new trial: whereupon the Court being fully advised in the premises overruled said motion. Whereupon it is considered ordered and adjudged by the Court that the plaintiff recover of the defendant the sum of one hundred and sixty-six dollars and 57 cents found his due by the verdict of the Jury and that he recover of defendant his costs herein expended taxed to \$-- to all of which defendant excepts and asks the Court to allow seal and sign his Bill of Exceptions. And the Court for the purpose of the preparation and signing such Bill orders this Journal to be kept open for 30 days from the rising of the Court.

Afterward, on the 18th day of December A. D. 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:
Fleetwood Courtright
vs.
F. M. Taylor

Journal 16, Page 99.

Entry
5-9-24

This day came the defendant and presented his bill of exceptions which are allowed, signed and filed in this case the records having been kept open for that purpose.

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of November, to-wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to-wit, on the 30th day of July, A. D. 1891, Mary A. Decker filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Conrad S. Decker, to-wit:

Petition

Mary A. Decker, Plaintiff
vs.
Conrad S. Decker, Defendant

Union County, Ohio.
Court of Common Pleas.

6230

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

That on the 27th day of January A. D. 1853 at the County of Delaware, State of Ohio, she was married to the defendant whom she prays may be made a party defendant here. That she has always been a dutiful and obedient and faithful wife yet he disregarding his duties has been guilty of cruelty and abuse toward the plaintiff, cursing^g and swearing at her using vile and indecent epithets toward her and finally turned her out or refused to live and cohabit with her as husband and wife.

During their married life the plaintiff and defendant by their united labor have accumulated and now owns about 154 acres of land now situate in Washington Township of this County of the value of about six thousand dollars all of which is in the name of said defendant. He is also the owner of five head of horses, 2 milk cows, and five head of young cattle and sixteen head of hogs, of which the defendant set off to the plaintiff two head of horses, one of no value, and one cow and a small part of the household goods. The defendant refuses to give to the plaintiff her rights in said property.

Plaintiff further says that now she has brought suit for alimony and for separation. Said defendant will sell, encumber and dispose of his personal and real property and so dispose of the proceeds of said sale or encumbrance as to defeat the plaintiff out of her rights in the premises unless restrained by the order of this Court.

Plaintiff therefore prays that upon the final hearing of this petition she be granted a complete divorce from the defendant that she have alimony out of the said property of the defendant according to her rights herein and that she be granted a temporary injunction restraining him from in any manner selling, encumbering or disposing of his property until further ordered by the Court, and that said injunction be granted without the plaintiff being required to give the bond required by law, and for all proper relief in the premises.

J. M. Kennedy, Atty. for Plff.

State of Ohio,
Union County, ss:

Mary A. Decker being first duly sworn says the facts and allegations of the foregoing petition are true.
Mary A. Decker.

Sworn to and subscribed by the said Mary A. Decker before me this 30th day of July A. D. 1891.
J. B. Cole, Notary Public.

And, at the same time said Mary A. Decker filed the following Praecipe, in the words and figures following:
To the Clerk:

Issue Summons and copy of petition directed to Sheriff of Union County, indorsed, divorce and alimony prayed for and temporary allowed against Conrad S. Decker.

Order of Injunction

Mary A. Decker, Plaintiff
vs.
Conrad S. Decker, Defendant.

J. M. Kennedy, Attorney for Plaintiff.
Before the Probate Judge, Union County
May Term, A. D. 1891. Motion for
Temporary Injunction in the Court of
Common Pleas, Union County, Ohio.

And now, on this 30th day of July 1891, came the plaintiff by Joseph M. Kennedy, attorney; and it being made to appear that said action is pending in the Court of Common Pleas of said County, and there is at this time no Common Pleas Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Mary A. Decker and the affidavit therein filed, and after hearing the argument of counsel and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is allowed in this case to restrain the said defendant from in any manner selling, incumbering or disposing of his property until the further order of the Court 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. No undertaking required as by Statute in such case made and provided. (Seal) Leonidas Piper, Probate Judge.

Summons

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

The State of Ohio,
Union County, ss:

To the Sheriff of Union County:
You are commanded to notify Conrad S. Decker that Mary A. Decker 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 asking that she be divorced from him, and that she have alimony &c: and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the

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service of this writ. You will make due return of this Summons on the 10th day of August A. D. 1891.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 30th day of July A. D. 1891. R. M. Leroy, Clerk.

And afterward, on the 6th day of August A. D. 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 | \$ 60 |
| Copies | 40 |
| Mileage | 7 00 |
| Total | \$ 100 |

Received 10 o'clock A. M. on the 30th day of July, A. D. 1891 and on the 4th day of August A. D. 1891, I served the same by delivering a true copy thereof with the endorsements thereon together with a certified copy of the petition to the within named Conrad Decker, defendant.

Thomas Martin, Sheriff.

Afterward, on the 1st day of August A. D. 1891, a Motion was filed with the Clerk of said Court, to wit:

Motion

Mary A. Decker
vs.
Conrad S. Decker
Union County Ohio, Court of Common Pleas.

Now comes the plaintiff by her attorney J. M. Kennedy and moves the Court for an allowance of alimony pending said suit and for reason says that she is wholly without means of support and sick and enfeebled with disease and age, and that she has no means to carry on her said suit.

J. M. Kennedy, Attorney for Plaintiff.

Notice

Mary A. Decker, Plaintiff
vs.
Conrad S. Decker, Defendant.
Union County, Ohio, Court of Common Pleas.

The defendant will take notice that the plaintiff will apply to the Hon. John A. Price, Judge of Common Pleas Court on the 25th day of August 1891, at the Court House at Marysville Ohio, for an allowance of alimony pending said suit. Said motion will be for hearing on affidavits and other proof. August 6th 1891. J. M. Kennedy, Attorney for Plaintiff.

Answer & Cross-Petition.

Afterward, on the 8th day of August A. D. 1891, an Answer and Cross-Petition was filed with the Clerk of said Court, to wit:

Mary A. Decker, Plaintiff
vs.
Conrad S. Decker, Defendant.
Court of Common Pleas, Union County, Ohio.

The defendant in the above entitled case now comes and for answer and cross-petition herein says: He admits the marriage with the plaintiff as alleged in the petition and that he is the owner of about 154 acres of land accumulated since said marriage except \$200.00 inherited by himself from his father's estate shortly after said marriage, and that he is the owner of a small amount of personal property. And he denies that he has been cruel and abusive to the plaintiff.

By way of cross-petition herein the defendant says

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that there has been six children born of said marriage the eldest of which is 36 years, and the youngest of which is 19 years of age, and two of which are single.

The said plaintiff for a long series of years last past and while said children were still in their minority and in ill health the plaintiff was abusive and cruel to them compelling them to leave home and reside with and perform menial service among strangers notwithstanding this defendant was well able and willing to maintain and support them.

This defendant says he has always provided for the wants of the plaintiff and cared for her kindly, but the plaintiff in violation of her duties as such wife has abused and ill-treated the defendant by continued and unprovoked ill-treatment by constant quarreling with defendant by using toward him vile names, and creating and maintaining such an unbearable and unpleasant state of affairs as to make it impossible for the defendant to live with her. The names and language used by the plaintiff towards this defendant is unfit to be pleaded herein. That the said plaintiff is of a violent temper and apparently makes no effort to control the same.

That a great part of the time for more than a year prior to the 18th of June 1891, the defendant because of the plaintiff's abuse could not eat at the same table, and by her conduct by abusive and disagreeable language and by her excessive disposition to quarrel with this defendant, the plaintiff made it impossible for herself and this defendant to live together.

And on the 18th of June 1891 by mutual consent the plaintiff and the defendant separated; that since their separation this defendant has provided for all her wants, and she still resides on the farm aforesaid quite near the house still occupied by the defendant and two of the children aforesaid.

Wherefore this defendant prays that he may be divorced from the plaintiff and for all proper relief.

D. W. Ayers, Attorney for Defendant.

State of Ohio,
Union County: ss.

Conrad S. Decker, being duly sworn says the facts stated and allegations in his foregoing answer and cross-petition are as he believes true.
Conrad Decker.

Sworn to before me and signed in my presence this 8th day of August 1891. (Seal) R. W. Crory, Clerk of Court.

Afterward, on the 25th day of August A. D. 1891, an entry was made on the Journal by the Clerk of said Court, to wit:
Mary A. Decker

Entry

or
Conrad S. Decker | Journal 15, Page 569

6230

This day cause came on for hearing on the motion of the plaintiff for alimony pending this suit and the Court after hearing the evidence adduced by the parties and being fully advised in premises does grant and allow seventy-five

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Reply

Conrad

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dollars as such alimony to be paid within thirty days from this date. It is therefore ordered and adjudged by the Court that the plaintiff recover from the defendant the sum of seventy-five dollars if not paid within thirty days from this date that execution shall issue therefor.

Afterward, on the 25th day of August A. D. 1891, a Reply was filed with the Clerk of said Court, to wit:

Mary A. Decker
vs.
Conrad S. Decker
Court of Common Pleas, Union County, Ohio.

Reply

6230

The said plaintiff for reply to defendant's answer and for answer to his cross-petition says she denies that she was abusive and cruel to her children and compelled them to leave home and reside with and perform menial service among strangers and says the truth is and she avers the fact to be that all of said children were daughters except one and that defendant neglected to furnish them with clothing suitable to enable them to go to Sunday School and Church and in company and had no fine clothes or hats except such as plaintiff could buy in exchange for butter and eggs, and her said daughters of their own choice when of suitable age did work out and received their own wages to enable them to obtain clothing becoming to them and except for that purpose alone they did not leave home and always with their own consent and at their own request.

As to providing for the plaintiff's wants she says she had not complained in that regard for she says she has been a hard worker and has until recently been hardy and in good health and she labored constantly for her family and the defendant while deporting himself unkindly to plaintiff for many years yet he was industrious and did as well as he reasonably could to make a living for himself and family, but she denies that she either abused or ill-treated the defendant nor did she use vile language towards him and in all of their difficulties plaintiff charges that the defendant was at fault even to the extent of standing by and seeing another woman whip the plaintiff and beat her with great violence and instead of protecting her urged on the trouble and refused to protect the plaintiff and she says she used no language unfit to be plead in Court but says that if her language at any time was not in good temper it was because of the vile names given her by defendant and they were spoken in retaliation for the language used towards her by defendant and she denies that by reason of any fault of plaintiff, they failed to eat or cohabit together and she denies that in any manner she failed to properly deport herself towards the defendant and she denies that they separated by mutual consent but says that being ordered to leave she did leave and take her clothing &c. to her daughters

house but with the exception of a few eggs which she gets on the place and things of that character which she obtains as a forager she depends for support wholly upon her daughter.

Robinson & Woodburn

J. M. Kennedy, Attorneys for Plaintiff.

The State of Ohio,
Union County, ss.

Mary A. Decker being duly sworn deposes and says she believes the allegations of the foregoing answer are true.

Mary A. Decker.

Sworn to before me and signed in my presence this 25th of August 1891.

R. M. Leroy, Clerk

(Seal)

W. M. Winget, Deputy.

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

Mary A. Decker

vs.

Journal 16, Page 64.

Entry

Conrad Decker

6-2-30

This day came the parties in this cause and by arrangement between them plaintiff withdrew her reply to defendant's answer and cross-petition and her prayer for divorce leaving her petition for alimony alone under arrangement that if divorce should be granted on the defendant's cross-petition the plaintiff should have reasonable alimony to be fixed by the Court. Whereupon the cause being fully heard on evidence and arguments of counsel and the Court being fully advised in the premises do find that the defendant is entitled to a divorce for cause set up in his cross-petition, and the Court find that the plaintiff should have reasonable alimony from defendant.

Therefore it is ordered and adjudged by the Court that the marriage contract between said parties be and the same is dissolved and said parties divorced and that the defendant pay the costs herein.

And further the Court order that after deducting \$500.00 from the value of the 15 3/4 acre farm on which defendant resides in the County of Union to enable him to pay the balance of his indebtedness, that the one-third in value of said land for her life be set off to her and the Court appoint H. S. Mowry, George M. Peck and J. B. Whelpley three disinterested freeholders of the vicinity to set the same off and in doing so the Court order that the buildings be left on the part left for defendant and that the full one-third of all the improvements be taken in to their account and that the full proportionate share of all the improved land be set off with the plaintiff's third of said farm after said \$500.00 of value is deducted.

And said Commissioners are ordered to report at this term of the Court.

The plaintiff gives notice of her intention to appeal to the Circuit Court on the question of alimony and the Court

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Writ of
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Approved: John A. Price, Judge.

Writ of Partition by Dower

Afterward, on the 28th day of November A. D. 1891, 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, Greeting;

6230

We command you, that without delay by the oaths of Andrew S. Mowry, George M^r. Beck and Marion Hopkins you cause to be set off and assigned to Mary A. Decker as her life estate one full equal third in value of the real estate herein after described; after deducting \$500.⁰⁰ from the value of the 153 ³/₄ acres farm on which the defendant resides for her life estate in the following real estate, situate in the County of Union and State of Ohio, and in the township of Washington being in Survey N^o. 12289 bounded and described as follows:

Beginning at a stone in the center of the Shertzer road witness 2 "B.W." from one root and a stone bears S. 43^o E. 30 links: thence with the center of the Shertzer road N. 5 ¹/₂ - W. 26 poles to a stone, witness a B.W. bears S. 41^o E. 44 links: thence with with the center of said road N. 9 ¹/₂ - W. 14, 23 poles (witness a stake bears S. 9 ¹/₂ - E. 32 links: thence N. 81^o - E. 199 poles witness a stake bears S. 9 ¹/₂ - E. 32 links: thence S. 9 ¹/₂ - E. 99. ⁵/₈ poles to the north east corner of lands of W. Williams; thence with Williams line S. 81^o - W. 178. ²/₈ poles to a stone: thence S. 2 ¹/₄ - W. 35, 60 poles with another of Williams lines to a stake: thence N. 78 ³/₄ - W. 17 poles to the center of the Shertzer road: thence with the center of said road N. 28 ¹/₂ - E. 19. ⁷/₀ poles to the beginning containing 120 acres more or less.

Also another parcel of land, to wit: In Survey N^o. 12289 bounded and described as follows: Beginning in the center of the Shertzer road and north-west corner to twenty acres heretofore conveyed to Philander W. Beard: thence with the center of said Shertzer road N. 9 ¹/₂ - W. 28. 11 poles to a stone with tile under it, the south-west corner to fifty acres sold to J. A. Coder: thence with said Coder's south line N. 81^o - E. 188. 80 poles to two stakes; thence S. 9 ¹/₂ - E. 28. 11 poles to two stakes in the N. E. corner of said Beard's land: thence with his north line S. 81^o - W. 188. 60 poles to the place of beginning containing 33. ³/₈ - acres more or less.

And in doing so the Court order that the buildings be left on the part left for defendant. And that the full one third of all the improvements be taken into their account and that the full proportionate share of all the improved land be set off with the plaintiffs third of said farm after said \$500.⁰⁰ of value is deducted 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 Mary A. Decker is plaintiff and Conrad S. Decker 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 28th day

Sheriff's Return

of November A. D. 1891. (Seal) R. M^o Leroy, Clerk.
 And afterward, on the 31st day of December, A. D. 1891,
 the Sheriff of said County returned said writ to the Clerk's
 Office in said County which return is as follows: }
 As commanded by the foregoing Writ, I have
 executed the same by the oaths of Andrew S. Mowry
 George M. M^o Peck and Marion Hopkins causing cer-
 tain lands to be assigned to Mary A. Decker as and
 for her life estate in the premises in said writ de-
 scribed: all of which will more fully appear by refer-
 ence to the report of the said Commissioners herewith
 returned. Given under my hand this 4th day
 of December A. D. 1891.
 Thomas Martin, Sheriff Union County, Ohio.

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| Service | 30 |
| Mileage | 4 80 |
| Ret. Writ | 1 20 |
| Swear. Com. | 75 |
| Report Com. | 1 00 |
| Com. Aprs. | 3 50 |
| Return | 25 |
| Total | 11 80 |
| Comm. fee. | 6 00 |
| Surveyors fee | 10 00 |

Comm. Report

Mary A. Decker vs. Conrad S. Decker
 Union County, ss:
 Court of Common Pleas.

According to the command of the foregoing Writ 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 A. Decker as her life estate in the said lands, in said petition described, the following tract: Situate in the State of Ohio, County of Union and Township of Washington and part of Virginia Military Survey N^o 12289 described as follows:

Beginning at a stone in the center of the Shirtzer road and south-west corner of James A. Corder's land: thence with the south line of said land N. 81° E. 120 poles to a stake: thence S. 9° 30' E. 64 poles to a stake: thence S. 81° W. 120 poles to a stone in the center of said Shirtzer road: thence with the center of said road N. 9° 30' W. 64 poles to the beginning com-

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Mary A. Decker be allowed all the rails upon the said 48 acres assigned to her for the use of said premises, and also that she be allowed the one-third in the bushel of all the wheat and rye now growing upon said premises, to be taken by her from the thrashing machine. And also that the said Mary A. Decker be allowed to clear all of said premises she may choose except 10 acres of the best of the timber land.

We recommend that the division of fencing between said 48 acres and the balance of the Courad Decker farm be made as follows:

To Mary A. Decker from the Shurtzer road easterly to the woodland fence about 92 poles and the balance to Courad Decker also about 92 poles. Given under our hands this 3^d day of December A. D. 1891.

Commissioners. { A. S. Mowry.
Geo. M. M^r. Peck
M. Hopkins

Afterward, on the 5th day of December A. D. 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Mary A. Decker
vs.
Courad S. Decker | Journal 16, Page 27.

This day came on this cause to be heard on the report of the Commissioners hereinbefore appointed to set off to the plaintiff a part of the land hereinbefore ordered to be set off to her.

Whereupon it is ordered by the Court that said Report and the recommendations of said Report be and they are confirmed and the plaintiff endowed for life of said lands with the privileges recommended in said Report.

And the Court further order that in case the plaintiff or her assigns shall erect any buildings on said land that plaintiff, her heirs and assigns shall have the right to remove such buildings within a reasonable time after her death.

Thereupon plaintiff gave notice of her intention to appeal to the Circuit Court as to alimony and the Court fixes the Appeal Bond at \$100.00

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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 April, to-wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 17th day of April A. D. 1891, James H. Wall et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Robert W. Thompson et al. to-wit:

James H. Wall & Almira L. Wall
his wife. Plaintiffs

Court of Common Pleas
Union County, Ohio.

Petition

6177

or
Robert W. Thompson & Josephine M. Thompson, his wife, Defendants

First Cause of Action: The plaintiffs say: That on the 12th day of February 1891, they were the owners in fee simple of lot N^o 71 on which the brick block stands on South Main Street in the village of Marysville, in said County, having a frontage of 79 1/2 feet more or less. And they were also owners of a tract of sixteen acres of land, more or less, on the Marysville and London gravel road, in Paris Township in said County, and near the village of Marysville and known as the J. H. Wall property, and which is more fully described in the deeds to said Wall for the same, which deeds are of record, and reference is made thereto for a more particular description.

And the said Robert W. Thompson was then the owner in fee simple of three hundred and eighty-two acres of land, more or less, in Taylor Township of said County of Union and known as the Robert W. Thompson farm.

On the 12th day of February 1891 the plaintiff, and the defendant, Robert W. Thompson entered into a written agreement, a copy of which is herewith filed, marked Exhibit "A." whereby said Thompson agreed to sell and convey by a good and sufficient general warranty deed to plaintiffs his said farm of 382 acres, and plaintiffs therein agreed to sell and convey by a like deed in fee simple to said Thompson said lot N^o 71 on which said brick block stands, and also said 16 acre tract of land, on the Marysville and London gravel road.

There was a mortgage which was executed by said Thompson, on said 382 acre farm for six thousand dollars, and which was standing against said farm at the date of said contract, and back interest was due upon said mortgage, and said interest was payable semi-annually, and was to draw eight per cent. interest after it is due and payable, if not paid when due then to draw 8% interest until paid.

And there was also a mortgage of \$1000⁰⁰ which had been given by Wall on the 16 acre tract owned by plaintiffs. And it was agreed by said parties that the value of said 382 acre farm, was worth the sum of \$9280⁰⁰

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subject to the incumbrance of said mortgage of the same, and it was agreed that plaintiffs lot N^o 81 was worth \$5000. The same being free from incumbrance and said 16 acre tract was worth the sum of \$1500. subject to said mortgage incumbrance of \$1000 making the value of said lot N^o 81 and said 16 acre tract worth together subject to said incumbrance the sum of \$9500 leaving an agreed difference of \$220. coming and owing from Thompson to plaintiffs and which \$220. was properly secured to plaintiffs by a mortgage on said lot N^o 81, and it was agreed further by said Thompson that all of the interest due, and accumulating interest upon said \$6000. mortgage, should be paid by Thompson up to the date of the execution and delivery of the deeds to be given by the parties respectively. And this was to be done as a part of the consideration and contract price, to be paid by Thompson for the said real property so sold to him by the plaintiffs. And the plaintiffs were in like manner to pay the interest due on said \$1000. mortgage up to the execution and delivery of said deeds.

That the deeds to and from said parties respectively were executed by them on the 3^d day of March 1891 and were delivered and exchanged by the respective parties on the 5^d day of March 1891. That the plaintiffs have fully complied, and are ready to comply with all their part of said contract as to said sale and conveyances.

That on the 11th day of January 1891 there was due and payable on said \$6000. mortgage, interest to the amount of \$170. which said interest said Thompson refused to pay and which plaintiffs were compelled to pay, and did pay together with accumulated interest on said interest, on the 31st day of March 1891, and which then amounted to \$183.²⁶ This being the sum which plaintiffs paid to prevent the foreclosure of said \$6000. mortgage. That the accumulated interest on said \$6000. mortgage from said 11th day of January 1891 to said 5^d day of March 1891 is \$53. and which accumulated interest said Thompson also refuses to pay or to account to plaintiffs for, as by his contract he was bound to do, making in all the sum of \$236.²⁶ of the purchase money and price, owing to plaintiffs from said Thompson on the real property sold by plaintiffs to him.

The plaintiffs further say that the deed for said lot N^o 81 was made directly to said Thompson by plaintiffs, and he immediately deeded the same to his said wife, Josephine M. Thompson, and that the deed for the 16 acre tract in Paris Township was made at the solicitation of said Thompson directly to said Josephine M. Thompson.

That plaintiff so executed and delivered said deeds in full faith that said Thompson would fully comply with the terms of his said contract. That the said Josephine M. Thompson now holds the legal title to said lot N^o 81, and said 16 acre tract of land. But plaintiffs

aver that said Josephine paid no consideration whatever for said real estate, or any part thereof. But that said deeds so made to her were gift deeds merely, and she holds the same with full knowledge of plaintiffs rights, and subject to the lien and interest of plaintiffs in the same for the unpaid purchase money due them from said Thompson on said real estate.

Plaintiffs therefore say, that there is due to them from said Robert W. Thompson on this cause of action, the sum of \$236.²⁶ with interest on \$183.²⁶ from the 31st day of March 1891, and interest on \$53.⁰⁰ from the 11th day of July 1891. And that the same is a lien on all the said real estate sold by plaintiffs to said Robert W. Thompson.

II Second Cause of Action:

The plaintiffs further say, that as a part of the consideration of the sale of said lot N^o. 81, and of said 16 acre tract of land, so sold to said Thompson, and as an inducement to plaintiffs to sell him their said real property, and purchase of him said 383 acre farm, he, Thompson, agreed in said written agreement between said parties to sell to plaintiff, and did pretend to sell to them, in part payment of plaintiffs said property the following personal property then on said 382 acre farm, to wit: one self binder worth \$25.⁰⁰, two mowing machines both \$20.⁰⁰, one wheat drill \$10.⁰⁰, two cultivators both \$20.⁰⁰, one wagon \$10.⁰⁰, one sulky hay rake worth \$20.⁰⁰, and one double plow worth \$8.⁰⁰, in all of the value of \$113.⁰⁰.

But plaintiffs say that at the time said Thompson so sold said property to plaintiff, in part payment as aforesaid of said lot N^o. 81 and said 16 acre tract of land, that all of said property was owned by one Nelson P. Thompson, to said Robert had sold and given the title to, on the 26th day of December 1890, by a duly executed chattel mortgage to secure a debt of \$500.⁰⁰ due from said Robert to said Nelson and which chattel mortgage was then, and ever since has been in full force and effect.

And said property is lost to plaintiffs. Said Robert W. Thompson, when he sold said property to plaintiffs in part payment of said real property, well knew that the same was owned by said Nelson P. Thompson, and which fact, and the fact of the existence of said chattel mortgage, being on said property was at the time of the execution of said contract for the sale of plaintiffs real estate, and at the time of the delivery of the deeds for the same to said Robert was wholly unknown by both of the plaintiffs and was fraudulently concealed from plaintiffs by said Robert until he had procured said deeds from plaintiff.

And the said Robert, after he had obtained said deeds, refused, and still refuses to make good, or pay to plaintiffs the value of said property in this cause of action described, or any part thereof.

And plaintiffs aver that there is due to them from said Robert W. Thompson of the purchase money on the real estate sold by them to him on the facts set forth in this cause of action the sum of \$113.⁰⁰ and which is also a lien

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on said real estate, so sold by plaintiffs to said Thompson and for which plaintiffs claim judgment with interest thereon from the 5th day of March 1891.

III Third Cause of Action: The plaintiffs further say, that it was also agreed in their said written contract that the plaintiffs would pay the June tax for 1890, that is to say: the last half of the tax of 1890, due and payable on June 20th 1891 (and which tax was at the date of said contract unpaid) on the 382 acre farm, and the said Thompson agreed to pay the same June tax, to wit: the last half of the tax of 1890 due June 20th 1891, on lot N^o 81 in Marysville, and $\frac{1}{2}$ acre tract, and which tax had already been paid by plaintiffs. And it thereby became the duty, and obligation of said Thompson, to refund to plaintiffs said tax which plaintiffs had so paid and which amounted to the sum of \$ 18.⁰². But said Thompson refuses to pay to plaintiffs said sum of \$ 18.⁰² or any part thereof. There is therefore due to plaintiffs from said Thompson, on this cause of action, the sum of \$ 18.⁰² with interest from the 5th day of March 1891.

IV Fourth Cause of Action: Plaintiffs say that the contract between said parties, as to said sales of said real properties is as above set forth. And if the terms of the same are not clearly set forth therein, it is because of the mutual mistake of all the parties to the same. And plaintiffs therefore desire that said contract, and the deeds drawn under the same, may be reformed so as to show what said contract really is between said parties, and then enforced according to law.

Plaintiffs therefore pray that they may have judgment against the defendant Robert W. Thompson for the sum of Five hundred and seventeen $\frac{7}{8}$ dollars, the amount due plaintiffs from him upon the causes of action herein set forth with interest on \$ 183.²⁶ from March 31st 1891, and interest on \$ 334.⁰² from March 5th 1891. That the same may be adjudged and declared a lien upon the said real estate sold by plaintiffs to said defendant Robert W. Thompson, and for that purpose that said deeds to said Josephine M. Thompson be set aside, and held for naught, and that said real estate be ordered by the Court to be sold to satisfy the judgment herein rendered, and that said contract and deeds between said parties be reformed according to the true intent of the parties.

And plaintiffs ask all other and further relief which in equity and justice they may be entitled to: Potter & Porter, Attorneys for Plaintiffs.

The plaintiff James H. Wall, being sworn makes oath that the facts stated in the foregoing petition are true as he believes. James H. Wall.

Sworn to by said James H. Wall before me, and signed in my presence by him this 17th day of April, 1891. R. M^o Leroy
(Seal) Clerk of Court.

And, at the same time said James H. Wall et al. filed the following Praecipe, in the words and figures following To the Clerk:

Issue a Summons against the defendants returnable according to law. Indorsed "Action for \$517.²⁸ with interest on \$183.²⁶ from March 31st, 1891, and on \$334.⁰² from March 5th, 1891, and to enforce lien on real property." April 17th, 1891. Porter & Porter Attorneys for Plaintiffs

Exhibit.

"A."

6174

Marysville, O., February 12th, 1891.

Article of Agreement made and entered into this 12th day of February 1891 between Robert W. Thompson of the first part and J. H. Wall of the second part, to wit:

Robert W. Thompson of the first part sells to J. H. Wall of the second part his farm in Taylor Township, Union County, Ohio, containing 382 acres more or less for fifteen thousand and two hundred and eighty dollars and takes as payment on said farm from J. H. Wall of the second part brick block and lot N^o 71 in town of Marysville, O. front feet 79² - more or less, at eight thousand dollars and 16 acres more or less on the Marysville and London gravel road near Marysville known as the J. H. Wall property at \$1500.⁰⁰ R. W. Thompson assuming mortgage on said 16 acres by renewal of \$1000.⁰⁰ Also 1/2 interest in house and lot N^o 427, Mt. Gilead, Morrow Co., Ohio at (\$1000.⁰⁰) one thousand dollars. The said J. H. Wall assuming mortgaged indebtedness on said R. W. Thompson's farm of 382 acres more or less of six thousand dollars; the party of the first part furnishes certificate of clear title; the party of the second part furnishing same title.

Total of Wall's property ten thousand five hundred dollars.

The said R. W. Thompson executing to the said J. H. Wall note and second mortgage for balance due him over and above first mortgage given for loan on house and lot N^o 81, Marysville, O.

The said Thompson agrees to insure said property for said Wall's collateral after the first mortgage is satisfied and to keep said insurance up. Wall has the privilege of some small grape vines and flowers on lot and 16 acres, that will not damage said lot and yard. The said Wall can have the privilege of the use of the 2 north-west upstairs rooms in said Marysville house until September 1st, 1891 without rent, in case the retaining of said house should be damaged by retaining the use of said rooms the said R. W. Thompson will furnish other storage until said time for said Wall.

The said R. W. Thompson also agrees to furnish the said J. H. Wall, one binder, 2 mowers, one wheat drill, 1 tob sled, 2 cultivators, 1 roller, 1 wagon, 1 corn planter, 1 rake, 1 double plow, conveyances to be made as soon as possible after this article is signed.

The said J. H. Wall is to have the use of said house and lot in Marysville and 16 acre lot and also the Mt. Gilead property until the first day of April 1891.

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Summons

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(Seal)

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The said R. W. Thompson is to have the use of said farm in Taylor Township until the first day of April 1891, and have the privilege of taking off any feed or hay later as he can use or sell it. The interest of each party on back payment and assumed payments commence at the signing of the conveyances. The party of the first and agrees to assign \$300.00 insurance on house on farm to J. H. Wall and J. H. Wall agrees to assign to R. W. Thompson's of \$1500. Insurance Policy on Mt. Gilead property and all the Insurance Policies on the house on lot 81 in Marysville, Ohio, to said R. W. Thompson.

Signed Robt. W. Thompson
J. H. Wall, A. L. Wall.

Marysville, O. March 3rd, 1891.

We the above named parties on reconsideration agree that parties of the first part agree with said second party that the Mt. Gilead property be withdrawn as part of the consideration in this contract. Said first party agree to pay the June taxes for 1890 on their own property; that is to say that said 2nd party pays said taxes on the farm of 382 acres and said first party pays the same June taxes on the property he receives from said second party.

J. H. Wall, Robert W. Thompson.

And thereupon on the 17th day of April A. D. 1891, a

Summons was issued by the Clerk of said Court, to wit:
The State of Ohio,
Union County

To the Sheriff of said County:

You are hereby commanded to notify Robert W. Thompson and Josephine M. Thompson that they have been sued by James H. Wall and Almira B. Wall, his wife in the Court of Common Pleas of Union County, and must answer by the 16th day of May A. D. 1891, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 27th day of April A. D. 1891.

Witness my hand and the seal of said Court, this 17th day of April A. D. 1891. R. M^{rs} Leroy, Clerk.

(Seal) Indorsed: "In action for \$517.²⁵ with interest on \$183.²⁵ from March 31st, 1891 and on \$337.⁴² from March 5th, 1891, and to enforce lien on real property."

And afterward, on the 22nd day of April, A. D. 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

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|---------------|-----|
| Ser. & Return | 45 |
| Milage | 36 |
| Copy | 40 |
| Total | 121 |

The State of Ohio,
Union County | Sheriff's Return.
Received this writ April 17th, A. D. 1891, at 2 o'clock P. M. and served same by delivering a certified copy thereof with the indorsements thereon to each of the within named defendants on the 18th day of April, 1891.
Thomas Martin, Sheriff.

Summons
6174

Motion

Afterward, on the 9th day of May A. D. 1891, a Motion was filed with the Clerk of said Court, to wit:

6174

James H. Wall et al. Plaintiffs.

vs.

Robert W. Thompson et al. Defendants

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

The said defendants move the Court for an order requiring the said plaintiffs to make their petition more definite and certain, in this, to wit:

1st. If they claim there was any error, mistake, or omission in said deeds of conveyance or either of them, that they set forth specifically, in what said error, mistake, or omission consists, giving fully the particulars of the same.

2nd. That if they claim there was any error, mistake or omission in said written contract; that they set forth, and state specifically, in what said error, mistake, or omission consists, and give fully the particulars thereof.

3rd. That if they claim that said deeds of conveyance, or either of them should be reformed; that they state specifically in what manner said reformation should be made and what terms should be added to or eliminated from said deeds of conveyance, or either of them.

4th. That if they claim that said written contract should be reformed; that they state specifically the terms that should be added to or eliminated from the same; and that they set forth in what manner said reformation should be made.

And that in default of said reformation that said petition be stricken from the files.

Cole & Baker,

J. L. Cameron, Attorneys for Defendants.

Afterward, on the 26th day of June A. D. 1891, an Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

James H. Wall et al

vs.

Robert W. Thompson et al.

Journal 15, Page 558.

6174

The plaintiffs have leave to amend their petition by September 1st and cause continued. The petition to be amended by attaching amendment to original papers.

Amendment

To Petition

Afterward, on the 29th day of August, A. D. 1891, an Amendment to the Petition was filed with said Clerk of said Court, to wit:

6174

James H. Wall & Almira B. Wall his wife, Plaintiff.

against

Robert W. Thompson & Josephine M. Thompson, his wife, Defendants

Court of Common Pleas, Union County, Ohio.

Amendment to Petition.

The plaintiffs, by leave of the Court, amend their petition and amend their fourth cause of Action in said petition down to and including the prayer thereof.

IV. And for their fourth cause of action the plaintiffs say that in their contract of purchase of said 382 acre tract of said

Thompson account for \$6000.00 m... deeds to a... sold an... of the de... sume an... gage, wh... to them... ed by the... agreement... language... mortgage... acres mo... first part... the secon... party on... the sign... In... and wife... used the... sists in... given by... The Cou... and incl... upon the... ment, an... stood an... and sta... interest... tiffs now... Thomps... truly a... intent a... the mis... contain... interest... \$6000.00... cause of... and the... may be... was betw... and the... V. First... they cont... land, a... was star... good an...

Thompson, he (Thompson) agreed, and bound himself to pay and account for all the interest due and accumulating upon said \$6,000. mortgage up to the date and time of the execution of the deeds to and from each party respectively for the real estate so sold and exchanged so that the plaintiffs after the execution of the deed to them for said 382 acres, would only have to assume and pay the interest on said six thousand dollar mortgage, which would accumulate after the execution of the deed to them.

Said written agreement was written and drafted by the said Thompson himself; and the said written agreement as to the payment of said interest he used this language, and no other, to wit: "The said J. H. Wall assuming mortgaged indebtedness on said R. W. Thompson farm of 382 acres more or less of six thousand dollars, the party of the first part furnishes certificate of clear title. The party of the second part furnishing same title. The interest of each party on back payments and assumed payments commence at the signing of the conveyances."

In the deed of conveyance executed by said Thompson and wife to plaintiffs for said 382 acre tract said Thompson used this language, to wit: "The consideration herein consists in part of the assuming of the payment of a mortgage given by Robert W. Thompson and Josephine M. Thompson to the Conn. Mutual Life Ins. Co. dated July 11th 1887 for \$6,000 and including the interest coupon notes which is secured upon the above described premises."

The plaintiffs, when they signed said written agreement, and accepted said deed for said 382 farm understood and believed that the written contract, contained and stated, the actual contract as to the payment of said interest with reasonable clearness and certainty; but plaintiffs now say that said contract as written by said Thompson does not state the contract as it was made truly and clearly, but is a defective execution of the true intent and meaning of the parties thereto; and through the mistake of all the parties to the same, it does not contain and state the real contract of the parties as to the interest which plaintiffs were to assume and pay on said \$6,000. mortgage, but said contract was made as in this cause of action set forth.

Plaintiffs therefore desire that the said contract, and the said deed to plaintiffs drawn under the same may be reformed so as to show what said contract really was between said parties as to the payment of said interest and then enforced according to law.

V. Fifth Cause of Action: The plaintiffs say that when they contracted with said Thompson for said 382 acre tract of land, and when they received their deed for the same there was standing and growing on said land about 22 acres of good and thrifty wheat, and while said Thompson was trying

to sell said farm to plaintiffs, and to induce them to purchase the same, he repeatedly told them about these fine fields, and of wheat, and what a large amount of wheat they would get by buying and exchanging the said farm; and plaintiffs relying upon the representations of said Thompson as to said wheat, and seeing and knowing that there was this large amount of good growing wheat on said premises, and fully believing and being led by Thompson to believe that if they did purchase said farm that they would get this wheat, were largely induced because of said wheat to purchase said farm and did purchase the same partly because of the said wheat which they expected, and believed they would get, the said wheat being part of the consideration for the sale of plaintiffs real estate to said Thompson.

Said wheat was worth at the time said Thompson sold the same to them the sum of \$150.⁰⁰. But plaintiffs say that when they contracted for said farm, and when they received their deed for the same, the said wheat was not owned by the said Robert W. Thompson, but was owned by one Nelson P. Thompson to whom said Robert had sold it, and given the title to on the 26th day of December 1890 by duly executed chattel mortgage to secure the sum of five hundred dollars due from said Robert to said Nelson, and which chattel mortgage was then, and still is in full force and effect. And said wheat is wholly lost to plaintiffs.

Said Robert W. Thompson, when he sold said wheat to plaintiffs in part payment of plaintiffs' real property well knew that the same was owned by Nelson P. Thompson, and which fact, and the fact of the existence of said sale, and chattel mortgage of said wheat to Nelson P. Thompson, was wholly unknown to both the plaintiffs when they contracted for said 382 acres, and when they received their deed for the same, and was fraudulently concealed from plaintiffs by said Robert until he procured his deeds from plaintiffs. And the said Robert, after he obtained the said deeds from plaintiffs refused and still refuses, to make good, or pay to plaintiffs the value of said wheat or any part of it.

And plaintiffs aver that there is due to them from said Robert W. Thompson of the purchase money on the real estate sold by them to him on the facts set forth in this cause of action, the sum of one hundred and fifty dollars, and which is also a lien on said real estate so sold by plaintiffs to said Thompson, and for which amount plaintiffs claim judgment thereon, with interest from the 5th day of March, A. D. 1891.

The plaintiffs therefore pray, as they have already prayed in their petition to which this is an amendment.

Porter & Porter,

Attorneys for Plaintiffs.

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J. H. Wall, one of the plaintiffs being sworn, makes oath, that the facts stated in his petition and in the same as now amended are true as he believes.

Sworn to J. H. Wall before me, and signed by him in my presence this 29th day of August 1891.
(Seal) J. H. Wall.
F. A. Thompson, Notary Public,
Union County, Ohio.

Demurrer

6174

Afterward, on the 23rd day of November A. D. 1891, a Demurrer was filed with Clerk of said Court, to-wit:
James H. Wall et al. Plaintiff
vs.
Robert W. Thompson et al. Defendants
In Union County Court of Common Pleas.

The defendants demur to the second and fifth causes of action set up in the petition and for grounds of demur that facts sufficient to constitute a cause of action in favor of said plaintiffs and against these defendants are not in either of said causes of action stated.

Entry

6174

Afterward, on the 30th day of November A. D. 1891, an Entry was made on the Journal by the Clerk of said Court.
James H. Wall et al.
vs.
Robert W. Thompson
Journal 16, Page 73.
J. L. Cameron, Attorney for Defendants.

This day this cause came on to be heard upon the demurrer of the defendant Robert W. Thompson to the second and fifth causes of action in plaintiffs petition, and was argued by counsel. In consideration whereof the Court overrule said demurrer to both said causes; to which ruling of the Court the defendants excepted. And thereupon defendant asked and obtained leave to answer said petition by the 20th day of December 1891, and cause continued.

Answer

6174

Afterward, on the 9th day of January, A. D. 1892, an Answer was filed with the Clerk of said Court, to-wit:
James H. Wall et al. Plaintiffs
vs.
Robert W. Thompson et al. Defendants.
To the Court of Common Pleas.

The defendants for their answer to the plaintiffs petition say: That they deny that any mistake mutual or otherwise occurred in drafting the said deed of conveyance from the defendants to the plaintiff and deny that there is any ambiguity or mistake in either said deed or article of agreement and deny that said deed fails to express the agreement or intention of the parties, but says that said deed was drawn and the consideration was therein expressed and worded as these defendants desired it to be and that the same was read over in the presence of said James H. Wall and all of the contents approved by him, and he received it with full knowledge of its

contents and without any objection to the same. These defendants deny the allegations of the petition contradicting said deed, and deny that they are indebted to the plaintiff in any sum for interest.

Further answering these defendants say that they are indebted to the plaintiffs in any sum for the personal property mentioned in the plaintiffs second cause of action because the defendants say that said plaintiffs at the time they took possession of said 382 acre farm well knew that there was a mortgage on said chattel property, but the defendants informed him that the same would be released, and it was released, and the plaintiff was never disturbed in his possession of said property. The said mortgage on said chattels was executed to defendant R. W. Thompson's brother, and said Robert had permission to sell said property and it was all left on said 382 acre farm for the plaintiff and he received it with the possession of said land, and has not been in any manner injured or damaged by reason of the said mortgage and the defendants deny each and every allegation in said second cause of action except as the same is herein admitted by express terms.

Further answering the defendants say that they admit that at the time of said trade there was some wheat growing on said 382 acres farm and that Nelson P. Thompson had a chattel mortgage on the same, but the defendants deny each and every other allegation and averment in said fifth cause of action, and further in answer to said fifth cause of action the defendants say that before they took the possession of said 382 acres farm the plaintiffs had the full knowledge that there was a chattel mortgage on said wheat and they were told by defendants that if they were dissatisfied with said trade on account of said chattel mortgage that they need not go on with the trade, but defendants would wholly relieve them and restore them to the same condition they were before said transaction began. But if they went on and took possession of said lands they must do so with the full understanding that they would not get the wheat, and with this full knowledge and understanding they went on and took possession of said land and if they ever expected said wheat they waived and abandoned the same, and went on and took possession of said farm, and completed said transaction, and defendants deny that they are indebted in any sum whatever for said wheat.

The said Josephine M. Thompson answering the allegations of the petition that said town property and said 16 acre tract were conveyed to her without consideration says she denies the same, and she denies that she paid no consideration for said town property and 16 acre lot. But on the contrary says she paid the full consideration for the same as follows: she assumed the payment of the incumbrances

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that were on said town property and said lot, and her interest or inchoate right of dower in said 382 acre tract of land was sufficient to equal the value of said town property and said 16 acre tract less the incumbrances which she assumed. She says that her age is 38 years and that of her husband is 56 years, and that in consideration of her inchoate right of dower being conveyed to the plaintiff they made the said conveyance of said town property and said 16 acre lot, and that it was only on the consideration that said property would be conveyed to her that she joined in the said deed for said 382 acre farm. And the said Josephine M. Thompson denies that she is indebted to said plaintiff in any sum whatever, and she says that the incumbrance that was on the said 382 acre farm being \$6000⁰⁰ is certain coupon interest notes, was a mortgage given for a consideration received wholly by the said Robert W. Thompson and though the said Josephine M. Thompson signed said mortgage she received no part of the consideration for which the said mortgage was given, and having thus fully answered the defendants ask to go hence without day and recover their cost.

Cole & Balis

J. L. Cameron, Attorneys for Defendants.

State of Ohio,
Union County, ss: |

Robert W. Thompson being first duly sworn says he is one of the above named defendants and believes the facts stated in the foregoing answer to be true.

Robt. W. Thompson.

Sworn to before me and signed in my presence this 9th day of January, 1892.

W. T. Hooper, Notary Public.

Answer
by Cross
Petition
of
R. W. Thompson

6 174

Afterward, on the 12th day of January A. D. 1892, an Answer and Cross-Petition was filed with the clerk of said Court. James H. Wall et al. Plaintiff

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

Robert W. Thompson et al. Defendants |
The defendant Robert W. Thompson for his separate answer to the petition says: That he denies that any mistake mutual or otherwise occurred in drafting the said deed of conveyance from the defendants to the plaintiffs and denies that there is any ambiguity or mistake in either said deed or article of agreement and denies that said deed fails to express the agreement or intention of the parties, but says that said deed was drawn and the consideration was therein expressed and worded as this defendant desired it to be and that the same was read over in the presence of said James H. Wall (who was acting for for himself and wife) and all the contents approved by him and he received it with full knowledge of its contents and

without any objection to the same.

This defendant denies the allegations of the petition contradicting said deed and denies that he is indebted to the plaintiffs in any sum for interest.

Further answering this defendant denies that he is indebted to the plaintiff in any sum for the personal property mentioned in the plaintiffs second cause of action because this defendant says that the plaintiffs at the time they took possession of said 312 acre farm well knew that there was a mortgage on said chattels and this defendant informed him that the same would be released, and it was released as to said property. And the plaintiffs were never disturbed in their possession of said chattels. The said mortgage on said chattels was in favor of this defendant's brother, and this defendant had the right to sell said property and had an arrangement with his brother that if a sale was made of said chattels they should be released, all of which plaintiff well knew before they took possession of said 312 acre farm. Said property was all left on said farm by this defendant and the plaintiffs took possession of it with said farm, and they have not in any manner been disturbed in their possession of said property, or injured in any way by reason of said mortgage, and the said property was all released from said mortgage by this defendant's brother, and this defendant denies each and every allegation in said second cause of action except as the same is herein expressly admitted.

Further answering this defendant says: that he admits that at the time of said trade there was some wheat growing on said 312 acre tract and that this defendant's brother had a chattel mortgage on it, but this defendant denies each and every allegation in said fifth cause of action that is not herein admitted. And further in answer to said fifth cause of action this defendant says that before they took the possession of said 312 acre farm the plaintiffs had full knowledge that there was a chattel mortgage on said wheat and they were told by this defendant that if they were not satisfied with said trade on account of said chattel mortgage that they need not go on with it and defendant would wholly release them and restore them to the same condition that they were in before said transaction began but if they went on and took possession of said land they must do so with the full knowledge and understanding that they would not get the wheat, and with this full knowledge and understanding they went on and took possession of said land, and waived and abandoned all claim to said wheat, and this defendant was induced thereby to go on and complete said deal and take possession of said town property and this defendant denies that he is indebted to plaintiffs in any sum for said wheat.

Answering the plaintiffs third cause of action this de-

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Answer.

defendant says that is true he was to pay the taxes therein named and that he never refused to pay them, but has always been ready and willing to pay them. The plaintiffs paid them to the Treasurer without this defendants knowledge and brought this action without any demand from defendant for said taxes and did not give the defendant an opportunity to pay them until this suit was brought, and this defendant says that the amount claimed for said taxes is not within the jurisdiction of this Court, and if judgment is rendered in favor of plaintiff for same it should be a judgment without cost.

Further answering and way of cross-petition this defendant says: The plaintiffs J. H. Wall and Almira Wall are indebted to him upon an account of which the following is a copy, to wit:

| | | |
|--------------|---|---------------|
| April, 1891, | To a section of counter in store room in building | |
| " " " | on lot N ^o 81, Marysville, Ohio | \$5.00 |
| " " " | To one hanging lamp belonging to said store room | \$1.00 |
| " " " | To 125 bricks at \$6 ⁰⁰ per thousand | \$7.50 |
| " " " | To 1 large gate belonging to 16 acre lot moved to lot 81, | \$2.50 |
| " " " | To a lot of fruit trees taken from 16 acre lot | 2.00 |
| " " " | To 1 hog killed by plaintiff in back pasture | 1.00 |
| | | <hr/> \$27.25 |

The defendant says there is due him on said account from the plaintiffs the sum of \$27.²⁵ with interest from April 1st, 1891, and there are no credits thereon.

The defendants further answering and by way of cross-petition say that by the terms of the agreement entered into between them and the plaintiffs they, said the defendants had the privilege of using certain feed in the Taylor Township land after the 1st of April 1891, and defendants had eight head of cattle, thirty sheep and thirty-three hogs and two mules on said farm to which they was feeding said feed but plaintiffs in violation of the said agreement and defendants rights confined all said stock together in a small pen near his house, and said pen became very muddy and unwholesome for said stock and said stock suffered injury therein and were damaged to the amount of \$150.⁰⁰

State of Ohio,

Union County, ss:

Robert W. Thompson being first duly sworn according to law says he is the defendant in the above answer and that the facts stated and allegations therein are true as he believes.

Robt. W. Thompson.

Sworn to and subscribed before this 12th day of January 1892.
W. J. Hooper, Notary Public.

Afterward, on the 12th day of January, A. D. 1892, an Answer was filed with the clerk of said Court, to wit:

Answer of James H. Wall et al. Plaintiffs vs.

Josephine M. Thompson et al. Defendants

To the Court of Common Pleas Union County, Ohio.

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The said Josephine M. Thompson for her separate answer to the plaintiffs petition says: She denies that said town property and 16 acre tract of land were conveyed to her without consideration and denies that she gave no consideration for the same, but on the contrary says that she paid the full consideration for said town property and 16 acre lot as follows: she assumed and became liable for the incumbrance that was on said property. She secured and agreed to pay the \$220.⁰⁰ named in the petition. She also joined in the conveyance of said 382 acre farm in which she had an inchoate right of dower. She says that her age is 38 years and her husband's age is 56 years, and that at the time of said trade she was entitled to an inchoate right of dower in the entire 382 acres of land. That although she joined her husband in the mortgage given on said 382 acre tract to secure the said \$600.⁰⁰ and certain coupon notes she received no part of said sum, and she joined in said mortgage merely to aid her husband in securing his said debt.

This defendant says that she was not a party to said written contract between the plaintiffs and her husband and had nothing to do in fixing the values therein stated, but the value of her inchoate right of dower in said 382 acres of land and the incumbrance which she assumed and the \$220.⁰⁰ was a fair consideration for said lot N^o. 81 and said 16 acre tract conveyed to her, and that the plaintiffs well knew she would not part with her inchoate right of dower and assume said incumbrance and agree to pay said \$220.⁰⁰ only on consideration of receiving from the plaintiffs the conveyance of said lot N^o. 81 and the 16 acre lot, and that it was and is expressly recited in the deeds of conveyance made by plaintiffs to her that they make said conveyance in consideration of her inchoate right of dower and the assuming by her of said incumbrance. This defendant says that if she had not received said conveyance she would not have conveyed to plaintiffs her inchoate right of dower in said 382 acre tract as plaintiffs well knew and they are estopped by their deed from denying said consideration.

This defendant says that she had nothing to do with plaintiffs contract with her husband in regard to the matters set up in the petition and however they may have been they do not effect this defendants title to said property. That she has fully performed every thing she was to do in consideration of said lot 81 and said 16 acre tract and after receiving from her said conveyance and the other considerations named it would be a fraud upon her to have her deeds set aside in order to lit in claims against her husband without restoring her to the condition in which

Reply to Answer of J. M. Thompson

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Reply to Answer of Josephine M. Thompson

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Having thus fully answered this defendant prays that she may go hence and recover her costs and for all proper relief.

Edw. Bales

J. L. Cameron, Attorney for Josephine M. Thompson

The State of Ohio,
Union County ss:

Josephine M. Thompson being first duly sworn says the facts stated in her foregoing petition are true as she believes.

Josephine M. Thompson.

Sworn to before me and signed in my presence this day of January 1892.

W. J. Hoopes, Notary Public.

Reply to Answer of R. W. Thompson

Afterward, on the 16th day of January A. D. 1892, a Reply was filed with the Clerk of said Court, to wit:

James H. Wall et al Plaintiff

Court of Common Pleas,
Union County, Ohio.

vs.

Robert W. Thompson et al Defendant

6174

The plaintiffs reply to the answer of Robert W. Thompson and admit that said defendant was to pay the taxes mentioned in cause of action No. 3 in plaintiffs petition, and which defendants admit to be true.

And plaintiffs deny each and every allegation and statement made, and contained in said answer not herein expressly admitted to be true.

Porter & Porter, Attorneys for Plaintiffs.

James H. Wall being sworn makes oath that he is one of the plaintiffs herein, and he believe the facts stated in the foregoing pleading to be true.

J. H. Wall.

Sworn to by said James H. Wall before me and signed by him in my presence this 16th day of January 1892.

R. M. Crory, Clerk

By W. M. Kinget, Deputy.

(Seal)

Reply to Answer of Josephine M. Thompson

Afterward, on the 16th day of January A. D. 1891, a Reply was filed with the Clerk of said Court, to wit:

James H. Wall et al Plaintiff

Court of Common Pleas
Union County, Ohio.

vs.

Robert W. Thompson et al Defendants

6174

The plaintiffs reply to the answer of Josephine M. Thompson, and admit that she had an inchoate right of dower in said 382 acres of land at the date of her deed to plaintiffs, but plaintiffs deny that she had such an interest in the entire tract; but that the same was subject to said \$6000.00 mortgage which she had executed with her husband upon said land.

And plaintiffs admit that she was not a party to the contract of purchase and exchange of lands between her husband and plaintiffs.

And plaintiffs deny each and every allegation and

statement made and contained in said answer not herein expressly admitted to be true.

Porter & Porter, Attorneys for Plaintiffs.

James H. Wall being sworn makes oath that he is one of the plaintiffs in this case, and he believes the facts stated in the foregoing reply to be true.

J. H. Wall.

Sworn to by said James H. Wall before me, and signed by him in my presence this 16th day of January, 1892.

R. M. Leroy, Clerk

By W. M. Wadget, Deputy

(Seal)

Entry

6174

Afterward, on the 19th day of January A. D. 1892, an Entry was made on the Journal by the Clerk of said Court to wit:

James H. Wall et al

vs.

Journal 16, Page 118.

Robert W. Thompson et al

This day upon the affidavits and showing of defendants this cause is continued at their costs. It is therefore considered that the defendants pay the costs of the term had at \$--.

Entry

6174

Afterward, on the 4th day of May, A. D. 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

James H. Wall et al

vs.

Journal 16, Page 185.

Robert W. Thompson et al

This day this cause came on to be heard upon the issues joined between the parties, and the evidence offered by both parties and was argued by counsel. And the Court being fully advised do find that the equities of the case are with the plaintiffs, and that there is due to the plaintiffs from the defendant Robert W. Thompson the sum of three hundred and forty-eight ²⁹/₁₀₀ dollars (\$ 348.²⁹) And the Court find that said sum is a balance of unpaid purchase money

It is therefore considered that the plaintiffs recover of said Robert W. Thompson said sum of \$ 348.²⁹ with interest from May 6th, 1892, and also their costs herein taxed at \$--.

And the Court find that said sum is a balance of unpaid purchase money upon said in lot N^o. 81 on which the brick block stands on south Main Street in Marysville in said County of Union, said lot having a frontage on Main Street of 79²/₂ feet more or less, and more particularly described in the deed from James H. Wall and Almira D. Wall to Robert W. Thompson, and recorded in Volume 67, Page 46 in the Union County Record of Deeds, and that plaintiffs have a vendors lien on said property for said balance of purchase money.

And the Court find that a mortgage executed by said Robert W. and Josephine M. Thompson to Joseph Rogers on March 3rd, 1891 for \$ 2500⁰⁰ is a better lien prior to and preferred to plaintiffs vendors lien

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P. L. Coe,

lien on said premises, and that plaintiffs are entitled to have said premises sold for the payment and satisfaction of their said vendors lien, and to that end and for that purpose the Court order and decree that the deed which was executed on the 3rd day of March 1891 for said in lot N^o: 81 by Robert W. Thompson to his said wife Josephine M. Thompson to be and the same is hereby set aside and held for nought as against said vendors lien. The Court finds that the tools and machinery described in the second cause of action belong to plaintiffs. It is therefore ordered, adjudged, and decreed that unless the said Robert W. Thompson shall within three days from the entry of this decree shall pay to the said plaintiffs or to their attorneys the said sum of \$348.²⁹ with interest from the 6th day of May 1892, and to the clerk of this Court the costs of this proceeding, said premises shall be sold as upon execution, and an order of sale shall issue therefor to the Sheriff of said County of Union; and said Sheriff is ordered to bring the proceedings of said sale into Court for further order in the premises.

And thereupon the said Robert W. Thompson and the said Josephine M. Thompson each gave notice of their intention to appeal this cause to the Circuit Court, and the Court fix the amount of the Appeal Bond for each in the sum of \$200.⁰⁰

Attest
 A. M. Gray
 Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of January, to-wit on the 9th 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 8th day of November A. D. 1891, Lincoln & Kimball filed in the Clerk's Office of the said Court of Common Pleas the following Petition against P. L. Coe et al.

| | |
|---|---|
| The State of Ohio, Union County ss: Oliver C. Lincoln & Samuel P. Kimball partners in name of Lincoln & Kimball vs. P. L. Coe, M. D. Coe, & S. D. Elliott. | In the Court of Common Pleas. Civil Action for Money Only. |
| Plaintiffs. | Defendants. |

Petition

6286

Oliver C. Lincoln, Samuel P. Kimball partners as

Lincoln and Kimball the above named plaintiffs say that there is due to them from P. L. Coe, M. D. Coe and S. D. Elliott defendants, on a promissory note made by the defendants P. L. Coe, M. D. Coe and S. D. Elliott dated the 14th day of November A. D. 1889, which note, with warrant of Attorney thereto annexed, is hereto attached, the sum of Eleven hundred dollars with interest thereon from the 14th day of November A. D. 1889.

The plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid, a copy of which note and cognovit is hereto attached. Whereupon, the plaintiffs ask judgment against said defendants for the sum of twelve hundred and thirty-two dollars and eighty cents due this day.

Robinson & Woodburn,

The State of Ohio,
Union County, ss:

Attorneys for Plaintiffs.

Oliver C. Lincoln, one of the above named plaintiffs being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiffs are the legal owners and holders of said note and that the cognovit attached to said note genuine and signed by defendants.

Oliver C. Lincoln.

Sworn to by Oliver C. Lincoln in my presence, and sworn to by him before me, this 18th day of November A. D. 1891.

(Seal)

R. M. Crony, Clerk of Court.

Copy of Note

\$1100.00 Milford Centre, Ohio, November 14th, 1889.
Two years after date for value received we promise to Lincoln & Kimball, or order, Eleven hundred dollars with interest at the rate of 6 per cent. per annum at Milford Centre Bank. And we hereby authorize any attorney-at-law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

P. L. Coe,

Seal

M. D. Coe,

Seal

S. D. Elliott,

Seal

Answer

Oliver C. Lincoln & Samuel P. Kimball, partners in name of Lincoln & Kimball, Plaintiffs

6286

vs.
P. L. Coe, M. D. Coe, & S. D. Elliott

In Court of Common Pleas
Union County, ss:
Defendants Answer.

And now come the above named defendants, by the undersigned J. E. Griffith, Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendant for the sum of twelve hundred and thirty-two dollars and 80 cents the a-

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mount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendant's right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived.
 November 18th, A. D. 1891. J. C. Griffith, Attorney for Defendant
 Oliver E. Lincoln & Samuel P. Kimball
 partners in name of Lincoln & Kimball

Journal 16, Page 57.

P. L. Coe, M. D. Coe, & S. D. Elliott

This day came the plaintiff by Robinson & Woodburn Attorneys, and thereupon came J. C. Griffith one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of \$1232.⁰⁰

It is therefore considered that said plaintiff do recover of said defendant the said sum sum of \$1232.⁰⁰ so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of 6 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Motion

Afterward, on the 4th day of December A. D. 1891, a Motion was filed with the Clerk of said Court, to wit:

| | |
|---|---|
| Oliver E. Lincoln & Samuel P. Kimball partners as Lincoln & Kimball, Plaintiffs vs. P. L. Coe, M. D. Coe & S. D. Elliott, Defendants | In the Court of Common Pleas of Union County, Ohio Motion to vacate Judgt. |
|---|---|

And now comes the said defendants and move the Court to vacate the judgment heretofore, at this term, to wit: November 18th, 1891 rendered herein, for the following reason, viz: That said judgment was rendered on a cognovit, or warrant of attorney, for more than the amount due on said note.

Said note was given to secure the payment of the purchase money for an imported Norman Stallion. That said Stallion was sold by said plaintiffs to said defendants P. L. Coe, and S. D. Elliott under a contract of warranty by which said Stallion was then and there warranted to be a sure foal getter. That said horse was so purchased for the sole and only purpose of foal getting, by which means and by no other could said purchase money be realized out of said horse. Said contract of warranty is still in full force, and defendants are entitled to plead the same as against said note above mentioned.

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Defendants say that said Stallion is not a sure foal getter, only about seven mares getting with foal out of about seventy mares bred to him. That by reason of such failure of said horse as a foal getter he has been rendered practically valueless to these defendants.

These defendants therefore ask that the said judgment be vacated and set aside and that they be permitted to file their answer to plaintiffs said petition.

D. W. Ayers, Attorney for Defendants.

The State of Ohio,
County of Union ss:

P. L. Coe, one of the within named defendants being sworn makes oath that the facts stated in the foregoing motion are as affiant believes, true. P. L. Coe.

Sworn to by said P. L. Coe before me and signed by him in my presence this 4th day of December A. D. 1891.

(Seal)

R. M. Leroy, Clerk.

Entry

Afterward, on the 5th day of December A. D. 1891, an Entry was made on the Journal by the Clerk of said Court.

6286

Lincoln & Kimball

vs.

Journal 16, Page 89.

P. L. Coe, et al.

This cause now coming on for hearing upon the petition to vacate the judgment heretofore rendered in this Court in case numbered 6286 wherein the said Lincoln & Kimball was plaintiff and the said P. L. Coe and others were defendants, and the evidence.

The Court find that judgment was taken in said case upon a warrant of Attorney for more than was due the plaintiff when the defendants were not summoned, or otherwise legally notified of the time and place of taking such judgment, and that the defendants herein by reason thereof are entitled to have the judgment in said case vacated.

And the Court further finding that the said defendants have a valid defense therein it is therefore ordered that the judgment in the case above named be and it hereby is vacated and a new trial of the cause is granted with leave granted defendants to answer in 10 days from the rising of the Court.

Answer

Afterward, on the 16th day of December A. D. 1891, an Answer was filed with the Clerk of said Court, to wit:

6286

Oliver E. Lincoln & Samuel P. Kimball partners as Lincoln & Kimball Plaintiffs

vs.

P. L. Coe, M. D. Coe, & S. D. Elliott Defendants

In the Court of Common Pleas Union County, Ohio.

The defendant P. L. Coe now comes by leave of the Court and says that he is the principal maker of the note described in the petition herein and that the defendants M. D. Coe and S. D. Elliott are his sureties thereon.

The note in the petition described was given by this defendant solely for and in payment of an imported Norman

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Reply w Oliver E P. Kimba

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says N Stallion said a Secord;

Stallion sold and delivered to defendant by the plaintiffs on the 14th day of November 1889 and for no other consideration whatever. That on said 14th day of November, 1889, as a part of the contract of sale, and for the purpose of inducing the defendant to make said purchase, the said plaintiffs Oliver E. Lincoln and Samuel P. Kimball did affirm, agree and warrant that said Stallion was a sure foal getter and was in every way suitable and fit for a breeding Stallion.

That at the time of said sale the defendant purchased said imported Stallion for breeding purposes and no other, which was at the time of said sale well known to the said plaintiffs, and the plaintiffs as part of the contract of sale and consideration of said note warranted and represented that said horse was a sure foal getter and well suited to put on the stand for breeding purposes, and defendant purchased said horse in reliance to said warranty and trusting said representations. And that said horse was so purchased for the sole and only purpose of breeding, and his value consisted in the certainty of his being a sure foal getter. Said contract of warranty is still in full force.

The defendant says that said Stallion is not a sure foal getter, and is not fit to use for the purpose of breeding, and fails to procure mares to become in foal by his service in the stud. That only about seven mares got in foal of the number of seventy bred to said horse during the season of 1890. That by reason of his not being a sure foal getter the said horse is altogether valueless to defendant.

D. W. Ayers, Attorney for Defendants.

State of Ohio,
Union County, ss: ||

P. L. Coe, one of the defendants in the above entitled action being duly sworn says the facts stated and allegations in his foregoing answer are as he believes true.
P. L. Coe.

Sworn to before me and signed in my presence this 16th day of December 1891.
Deonidas Piper
Probate Judge.

Afterward, on the 12th day of January, A. D. 1892, a Reply was filed with the clerk of said Court, to wit:

Reply
6286
Oliver E. Lincoln & Samuel P. Kimball, partners, Plaintiff.
vs.
P. L. Coe et al. Defendants.
Court of Common Pleas Union County, Ohio.

The plaintiffs for reply to the defendants answer says they admit said note was given for an imported Stallion as alleged but they deny each other allegation of said answer.

Second; For a second reply plaintiffs say that said Stallion

was by plaintiffs sold at a public vendue upon a public notice or hand-bill in which said horse and the others at the same time sold, were warranted to be foal getters and no other or further warranty was made by plaintiff. And the said P. L. Coe bid off said Stallion well knowing that the plaintiffs would not and did not warrant said Stallion to be a sure foal getter for the reason that with such a warranty said horse and the said other horses would have brought a much higher price than that for which they sold and said Stallion would have brought much more than \$1100. Said Coe bid said Stallion for himself and said defendant S. D. Elliott who afterwards sold his interest in the same to P. L. Coe.

And plaintiffs says said Stallion is a foal getter and no breach of the warranty made by plaintiffs has occurred, therefore plaintiffs pray judgment as they did in their petition.
Robinson & Woodburn,
Attorneys for Plaintiffs.

The State of Ohio,
Union County, ss:

Oliver C. Lincoln being duly sworn deposes and says he believes the allegations of the within reply are true.
O. C. Lincoln.

Sworn to before me and subscribed in my presence this 12th of January, 1892.
R. M. Leroy, Clerk
By W. M. Winget, Deputy.

Entry
6286

Afterward, on the 29th day of September A. D. 1892, an entry was made on the Journal by the clerk of said Court.
Oliver C. Lincoln et al.

Or.
Journal 16, Page 229.
P. L. Coe, et al

On the motion and showing of the plaintiffs this cause is continued at the costs of the plaintiffs.

It is the order of the Court therefore that the defendants recover of the plaintiffs the costs of this term of the Court taxed at \$--.

Entry
6286

Afterward, on the 16th day of January, A. D. 1893, an entry was made on the Journal by the Clerk of Court.
Lincoln & Kimball

Or.
Journal 16, Page 288.
P. L. Coe et al

This day came the parties by their Attorneys and also came the following named Jurors, to wit:

- | | | |
|-----------------------------------|--------------------------------------|--------------------------------------|
| 1 st . George Baldwin, | 5 th . Daniel C. Parrish, | 9 th . Jonathan W. Hedge, |
| 2 nd . Philip Bender, | 6 th . R. B. Middleworth, | 10 th . Hylas Ketch, |
| 3 rd . Alex. Reed, | 7 th . S. A. Skidmore, | 11 th . Thomas Brammer, |
| 4 th . B. W. Bonnett, | 8 th . T. J. Clevenger, | 12 th . James Shirk. |

who were duly impaneled and sworn, and the trial proceeded. And the said Jury having heard the evidence in part and the hour of adjournment having arrived this cause was continued until 9 o'clock tomorrow morning.

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Afterward, on the 18th day of January A.D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Lincoln ^{vs} Kimball

Journal 16, Page 290.

or.
O. L. Coe et al.

This day again came the parties by their attorneys also came the Jury heretofore impaneled and sworn in this case, and the trial proceeded, and the same Jury having heard the remaining evidence, the arguments of Counsel and the charge of the Court retired to their room for deliberation. And now came the said Jury into open Court with their verdict in writing and signed by their foreman and say: We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiffs and assess the amount due to the plaintiffs from the defendants at the sum of \$208.²⁵ J. W. Hedges, Foreman.

Dated January 18th, A.D. 1893.

Motion

Afterward, on the 21st day of January, A.D. 1893, a Motion was filed with the Clerk of said Court, to wit:

O. L. Lincoln et al

Court of Common Pleas,

Union County, Ohio.

Motion for New Trial.

The plaintiffs move the Court to grant them a new trial in this case for this that the verdict of the Jury while for the plaintiffs was for too small an amount. 2nd. The weight of the evidence did not justify the reduction on the note allowed by the Jury.

3rd. The Court erred in the charge to the Jury as to the meaning of the warranty of a "foal getter".

4th. The Court erred in taking from the Jury the decision of the question of the meaning of the warranty of the horse as a foal getter.

5th. The Court erred in refusing to admit evidence to the Jury which was rejected and exceptions taken at the time.

6th. The Court erred in the charge to the Jury, as to estimating the damages on the breach of the warranty.

Robinson ^{vs} Woodburn

^{vs} J. L. Cameron, Attorneys for Plaintiffs.

Afterward, on the 7th day of February, A.D. 1893, an Entry was made on the Journal by the Clerk of said Court, Lincoln ^{vs} Kimball

Journal 16, Page 321.

or.
O. L. Coe et al.

This day came the parties by their attorneys and this cause came on for hearing, on the motion of the plaintiffs to set aside the verdict and for a new trial herein, and the Court on consideration thereof does overrule the same. It is therefore considered by the Court that the said plaintiffs recover from the said defendants the said sum of two hundred and eight ²⁵/₁₀₀ dollars as heretofore

Entry

6286

by the verdict of the Jury found due them with interest from the first day of this term of Court together with their cost herein expended. To which ruling of the Court in overruling said motion for a new trial the plaintiffs excepts, and prays the Court to sign and seal their Bill of Exceptions which is done accordingly.

Entry

Afterward, on the 16th day of February, A. D. 1893, an Entry was made on the Journal by the Clerk of said Court.

6216

Lincoln vs. Scamball

Journal 16, Page 325.

or. P. L. Lee, et al

Now comes the plaintiffs and presents their Bill of Exceptions, which is allowed, signed and sealed, and ordered by the Court to be made part of the record of this case.

Attest
R. M. Mory
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. Bruce, Judge of said Court, of the term of November, to wit, on the 3rd day of November in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, to wit, on the 7th day of June A. D. 1890, William W. Epps filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William W. Epps, to wit, J. F. M^r Troy.

Petition

William W. Epps, Plaintiff

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

vs. J. F. M^r Troy, Defendant

6010

The plaintiffs says: that this his action is founded upon a certain promissory note for the payment of money only of which the following is a copy:

\$ 246.⁰⁰ May 25th, 1887.

One year after date I promise to pay to the order of Paschal Spain, two hundred ³/₄ forty-six dollars at 6% from date, 8% after due until paid. Value received.

Indorsed: "December 8th, 1887. Received on the within note Fifteen dollars \$ 15.⁰⁰ and Paschal Spain"

There are no other credits or indorsements on said note. The plaintiff is the legal owner and holder of said note.

There is due from said defendant J. F. M^r Troy to said plaintiff William W. Epps, on said promissory note the sum of two hundred and forty-six dollars with six per cent. interest from May 25th, 1887 to May 25th, 1888 and eight per cent. interest

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from May 25th, 1888, subject to a credit of fifteen dollars on December 8th, 1887.

Plaintiff therefore asks judgment against said defendant for said sum and interest as aforesaid, subject to said credit.

John M. Brodrick, Attorney for Plaintiff.

The State of Ohio,
County of Union, ss:

William W. Epps, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are, as aforesaid, true.

William W. Epps.

Sworn to by said William W. Epps before me and signed by him in my presence, this seventh day of June A. D. 1890.

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

Receipt To the Clerk:

6010

Issue Summons to the Sheriff of Union County, Ohio for the above named defendant, accompanied for by an order of Attachment Indorse: "Money Only. Amount claimed \$246.⁰⁰ at 6% interest from May 25th, 1887 to May 25th, 1888 and 8% interest from May 25th, 1888, subject to a credit of \$15.⁰⁰ December 8th, 1887.

John M. Brodrick, Attorney for Plaintiff.

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

The State of Ohio,
Union County:

To the Sheriff of said County:

You are commanded to notify J. F. M^r: Droy that he has been sued by William Epps in the Court of Common Pleas of Union County, and must answer by the 5th day of July A. D. 1890, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this summons on the 16th day of June A. D. 1890.

Witness my hand and the seal of said Court, this 7th day of June A. D. 1890. R. M. Leroy, Clerk

(Seal)

And afterward, on the 12th day of June A. D. 1890 the Sheriff of said County returned said writ to the Clerk's office in said County which return is as follows:

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| Copy | 20 |
| Total | 2 90 |

The State of Ohio,
Union County

Sheriff's Return

Received this writ June 7th, A. D. 1890, at 2 o'clock P. M.

The within named J. F. M^r: Droy was not found in my County.

Thomas Martin, Sheriff.

Affidavit for Attachment

6010

And on the 7th day of June A. D. 1890, the following Affidavit for Attachment was filed with the Clerk of said Court: William W. Epps, Plaintiff

J. F. M^r: Droy, Defendant

The State of Ohio, County of Union ss:

William W. Epps, the plaintiff herein, being sworn, makes oath that he is commencing herewith a civil action in this Court against J. F. M^r: Droy; that his said action is for the

recovery of money upon a debt or demand arising upon contract. That said claim is just. That the amount which this affiant believes the plaintiff ought to recover is two hundred and forty-six dollars, with interest at the rate of six per cent. per annum from May 25th 1887 to May 25th 1888 and interest at the rate of eight per cent. per annum from May 25th 1888 subject to a credit of fifteen dollars on December 8th 1887.

And that the said defendant J. F. M^r: Droy is a non-resident of this, the State of Ohio. And further the affiant saith not. The above named affiant swears that the facts stated in the foregoing affidavit are true.

William W. Epps.
Sworn to before me by said William W. Epps and by him signed in my presence this 7th day of June A. D. 1890.
Witness my hand and seal.

(Seal) R. M^r: Leroy, Clerk.

And thereupon, on the 7th day of June A. D. 1890, the following Order of Attachment was issued in said cause:

Order of Attachment

The State of Ohio,
Union County ss: Court of Common Pleas.

6010

William W. Epps, Plaintiff
vs.
J. F. M^r: Droy, Defendant
To the Sheriff of Union County, O.

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant J. F. M^r: Droy in your county not exempt by law, from being applied to the payment of the claims of the plaintiff William W. Epps, or so much thereof as will satisfy his claim for money only, amount claimed two hundred and forty-six dollars, with 6% from May 25th 1887 to May 25th 1888, and 8% from May 25th 1888, subject to a credit of \$15⁰⁰, and also for fifty dollars the probable cost of this action.

You will make due return of this order on the 16th day of June A. D. 1890.

Witness my hand and the Seal of said Court, this 7th day of June A. D. 1890.
R. M^r: Leroy, Clerk.
Sheriff's Office, Union County, Ohio.

Sheriff's Return

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| Services | 30 |
| Copies | 2 10 |
| Mileage | 3 20 |
| Sum. Aprs. | 2 40 |
| Swear " | 2 40 |
| Inventory | 3 00 |
| Return | 25 |
| Total | 13 65 |
| Appraisers fee | 4 00 |

Received this order on the 7th day of June A. D. 1890, and in obedience to the command thereof I did, on the 9th day of June A. D. 1890, at 10 o'clock A. M. in the presence of W. H. Edwards, Alfred Poling J. O. Crouder and H. D. Herd four freeholders of said County, attach the property described in the Schedule marked "A." hereto attached and made part of this return; and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A."

Schedule

"A."

Me. Edwards, of said Co. attached and here described. of Ohio, as follows. Beg with his red oak a sugar and two containin A. of Union Nos. 12400, oak, red Baldwins thence S. a stake in N. 52^o E. 15 less, one 10 for Sch. A. County of District scribed a The line N. 50 pole to a hie 7ball's la a beech The line line E. 38 acres mo tract ju County 12403, 12 (hickory acres, in line (cov S 53^o N. 5 thence N. A. County scribed a

Schedule

A.

We, Thomas Martin Sheriff of Union County, and W. H. Edwards, Alfred Poling, J. P. Crowder & H. D. Hurd four freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of J. F. M^r: Iroy and hereinafter described as follows, viz:

The undivided interest of J. F. M^r: Iroy in the following described premises situate in the County of Union and State of Ohio, in the Virginia Military Survey, bounded and described as follows: Being part of Survey N^o 12400, 12403, 12393, & 12413.

Beginning at two dead beeches in the line of Darrow thence with his line correcting the course S. 53° - N. 60 poles to a hickory, red oak and beech; thence S. 37° - 20° - E. 80 poles to two beeches and a sugar tree; thence N. 53° E. 60 poles to a stake, witness a hickory and two sugar trees; thence N. 37° - N. 80 poles to the beginning containing 30 acres of land.

Also the following described premises situate in the County of Union and State of Ohio, and being part of Military Survey Nos. 12400, 12403, 12393, & 12413.

Beginning at a large white oak, red oak, and small sugar tree, northerly corner to James Baldwin's Survey N^o 5-267; thence N. 38° - N. 160 poles to a stake; thence S. 52° - N. 150 poles to a stake; thence S. 38° - E. 160 poles to a stake in the line of Baldwin's Survey; thence with said line N. 52° - E. 150 poles to the beginning containing 134 acres more or less, one half acre on the east line is deduced to District N^o 10 for School purposes.

Also the following described premises situate in the County of Union and State of Ohio, in the Virginia Military District N^o 12393, 12400, 12403, & 12413 and bounded and described as follows:

Beginning at two beeches and an elm in the line of Mary Vance's land; thence with said line N. 83° - N. 50 poles to a beech and one ash; thence N. 42° - N. 66 poles to a hickory, beech and elm N. N. original corner to George Hall's land; thence with said Hall's line 83° - E. 63 poles to a beech; thence N. 52° - E. 150 poles to a stake near a brick in the line of David Woods's land; thence with said Woods line E. 38° - 36 poles to the place of beginning containing 40 acres more or less and being part of a one hundred acre tract purchased by said Hall of James Malloway.

Also the following described premises situate in the County of Union and State of Ohio, and in Survey N^o 12400, 12403, 12393, & 12413 bounded and described as follows:

Beginning at a stone, white oak, hickory and lynn (hickory and lynn down) southerly corner of a lot of 150 acres, now owned by J. M^r: Iroy; thence with said M^r: Iroy's line (correcting the course) N. 37° - N. 160 poles to a stone; thence S. 53° - N. 50 poles to a stone; thence N. 37° E. 160 poles to a stone; thence N. 53° E. 50 poles to the beginning containing fifty acres.

Also the following described premises situate in the County of Union and State of Ohio, and bounded and described as follows, to wit: Part of Surveys N^o 12400, 12403, 12393,

and 12413, and part of the premises conveyed to the said
 A. S. and C. W. Morford by E. R. Heller on the 20th day of April
 A. D. 1867. Beginning at a stone and two beeches (beeches
 down) in the line of land now owned by the said M^r Droy;
 thence with his line passing his corner and with the line
 of Cranston S 53° 35' - N. 124 poles to a stake near an elm corner
 to a lot sold by James Salloway to Colwell; thence with one of the
 lines of said lot correcting the course N. 36° 3/4 - N. 52 1/4 poles to a stone
 in said line; thence N. 53° 35' - E. 124 poles to a stone in a road
 or lane; thence with said road N. 36° N. 21 1/2 poles to a stone cor-
 ner to Thomas Clark's land; thence with one of his lines N. 57
 E. 74 3/4 poles to a stone; thence S. 37 - E. 5 3/4 poles to a stone; thence
 S. 19° 33' - N. 99 1/2 poles to a stone; thence S. 36 1/2 - E. 18 3/4 poles to the begin-
 ning containing 54 3/4 acres of land more or less.

Also the following real estate situate in the County of Union
 and State of Ohio, and in Surveys N^o 12400, 12403, 12393, 12413 bound-
 ed and described as follows: Beginning at a stone in the center
 of the Crowder road in the line of O. M^r Droy; thence N. 46 1/4 E.
 37 1/2 poles to a stone; thence S. 36° - E. 97 poles to a stone; thence S. 53 1/4
 N. 70 1/2 poles to a stone; thence N. 36° - N. 38 1/2 poles to a stone; thence
 N. 53 1/2 - E. 36 1/2 poles to a stone; thence N. 36° - N. 57 1/2 poles to the begin-
 ning containing 30 acres.

Also the following described premises, situate in the County
 of Union and State of Ohio. Beginning at a stone in the north-
 easterly line of Survey N^o 5267 and south-westerly corner to B. M^r Droy
 land; thence with the westerly line of said B. M^r Droy's land
 N. 36 3/4 - N. 160 poles to a stone; thence S. 53 3/4 - N. 65 poles to a stone
 northwesterly corner to 100 acres of land conveyed to William Crowder
 by Steven Cranston; thence with the easterly line of said 100 acre
 tract of land S. 36° - E. 97 1/2 poles to a stake, near two iron woods and
 ash; thence N. 57 1/2 - E. 26 poles to a stake; thence S. 36° - E. 61 1/2 poles
 to a stone in the northerly line of said Survey N^o 5267; thence
 with said line N. 51 1/2 E. 71 poles to the beginning containing 36
 acres more or less part of Survey N^o 12400, 12403, 12393 3/4 12413.

Also another tract of land described as follows: Beginning
 at a stone, beech and hickory southwesterly corner to 30 acres of
 land part of same Survey conveyed by Stephen Cranston Jr. to
 B. M^r Droy; thence with easterly line of said 30 acres N. 36° - N. 97
 poles to a stone in the center of the Crowder road; thence with
 the center of said road N. 46 3/4 - E. 60 1/2 to a stone corner to Loda
 Cranston's land; thence with the westerly line of J. W. Hamilton's
 and B. M^r Droy's land; thence S. 53 1/2 - N. 61 poles to the beginning
 containing 38 1/2 acres more or less part of Survey 12400, 12403, 12393,
 and 12413.

Also the following real estate situated in the Township of
 Allen, County of Union and State of Ohio, bounded and describ-
 ed as follows: Part of Survey N^o 2981. Beginning at a stone in
 the County road, witness an elm and sugar; thence N. with said
 road 37° - E. 178 1/2 poles to a stake corner to Henry Poling's land;
 thence west with his line 85 1/2 poles to a stake another of his

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corners; thence N. 37° - N. 137 1/2 poles to a stake; thence N. 53° - E. 14 poles to the beginning containing 78 acres.

Also another lot beginning in the northwesterly corner of said Survey N. 2971 corner to Cyrus Polings land; thence N. 55° 10' - N. 81 1/2 poles to a stone and pieces of rocks corner to James Shreves land; thence S. 52 1/2° - N. 148 2/3 poles to a stone and pieces of rocks on the line of Reuben Polings land; thence S. 35° - 10' - E. 81 1/2 poles to a stone and pieces of rock in the line of Edwin Wilbers land; thence N. 53 1/2° - E. 148 poles with the line of said Wilbers and Cyrus Polings land to the place of beginning containing 75 acres, excepting 25 acres deeded by Paschal Spain to Christian Oliphant off of the west side of the same, making the whole amount of land 128 acres more or less.

First described tract appraised at \$38.00 per acre; 2^d Liberty Township lands \$38.00 per acre; 3^d at \$38.00 per acre; 4th at \$38.00 per acre; 5th at \$38.00 per acre; 6th Allen Township lands \$32.00 per acre; 7th at \$32.00 per acre.

Given under our hands this 7th day of June A. D. 1890.

Thomas Martin, Sheriff.
W. H. Edwards, Alfred Poling
J. P. Crowder, H. D. Herd.

Afterward, on the 9th day of June A. D. 1890, an Affidavit for Publication was filed with the Clerk of said Court, to-wit:
William W. Epps, Plaintiff
vs.
J. F. M^{rs} Troy, Defendant
In the Court of Common Pleas,
Union County, Ohio

William W. Epps, the above named plaintiff, makes solemn oath that service of a Summons cannot be made upon the said defendant J. F. M^{rs} Troy, within this, the State of Ohio; that his residence is in the State of Kansas, County of Elk, and his post office address is Grenola; that, in this action an order of attachment has been duly issued and levied upon the property of the defendant J. F. M^{rs} Troy, which property is sought by such proceedings in attachment to be appropriated towards the satisfaction of such judgment as the plaintiff may obtain against the said defendant J. F. M^{rs} Troy, in this action. And further affiant saith not.
William W. Epps.

Sworn to by said William W. Epps before me and signed by him in my presence this 9th day of June A. D. 1890.
Seal R. M. Croy, Clerk of Court.

Notice of Attachment.

William W. Epps
vs.
J. F. M^{rs} Troy
Court of Common Pleas,
Union County, Ohio.

J. F. M^{rs} Troy, the above named defendant, will take notice that on the 7th day of June A. D. 1890, William W. Epps the plaintiff, in said Court, duly commenced a civil action against him to recover against him the sum of two hundred and forty-six dollars with six per cent. interest from May 25th 1887

Affidavit for Publication

6010

Proof of Publication

6010

to May 25th, 1887, and with 8 per cent. interest from May 25th, 1887, subject to a credit of fifteen dollars on December 8th, 1887, upon a promissory note made by said J. F. M^r: Droy to Paschal Sprain and by him indorsed to said plaintiff; said note bearing date on the 25th day of May 1887, and payable in one year after date with six per cent. interest from date and eight per cent. interest after due until paid, with a credit of fifteen dollars on said note, dated December 8th, 1887, and for said sum and interest the plaintiff asks judgment against said J. F. M^r: Droy. An order of attachment in said action has been duly issued against the property of said J. F. M^r: Droy.

Said J. F. M^r: Droy is required to answer the petition in said action on the 9th day of August A. D. 1890, or judgment will be taken against him by default for said amount, with interest and costs.

Printers fee \$ 14.⁵⁰
 The State of Ohio,
 Union County ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with June 11th 1890.

Sworn to and subscribed before me, this 22nd day of July 1890.
 (Seal) R. M^r: Droy, Clerk.

Entry
 6010
 Afterward, on the 3rd day of November A. D. 1890, an Entry was made on the Journal by the Clerk of said Court, to-wit:
 William N. Epps
 vs.
 J. F. M^r: Droy
 Journal 15, Page 398.

This day this cause came on for hearing on the petition and the defendant still failing to answer or demur to plaintiff's petition the Court find that the allegations of said petition are confessed by said defendant to be true, and that there is due said plaintiff from said defendant the sum of \$293.²⁴ It is therefore considered and adjudged by the Court that said plaintiff recover of said defendant said sum of \$293.²⁴ with eight per cent. interest from the first day of the present term of Court, to-wit: November 3rd, 1890 together with his costs herein expended taxed to \$ - - and execution is awarded therefor. 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, or so much thereof as will satisfy the judgment and costs aforesaid.

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Petition
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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of November, Court, on the 3^d day of November in the year of our Lord one thousand eight hundred and ninety.

Be it remembered that, heretofore, Court, on the 1st day of July A. D. 1890, J. L. Berger, Jr., filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. F. M^r Troy, J. L. Berger, Jr. Plaintiff

Petition

J. F. M^r Troy, Defendant

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

The plaintiff says: That this action is founded on an account of which the following is a copy:

J. F. M^r Troy - Dr. To J. L. Berger Jr., 1887, November 2^d, To suit of clothes \$13.⁰⁰

There are no credits thereon. There is due from said defendant to said plaintiff on said account the sum of thirteen dollars. Plaintiff asks judgment against the defendant for said sum of thirteen dollars.

John M. Brodrick, Attorney for Plaintiff.

The State of Ohio, County of Union ss:

J. L. Berger Jr. the plaintiff, being sworn makes oath that the facts stated in the foregoing petition are, as affiant believes true.

Sworn to by said J. L. Berger before me and signed by him in my presence this first day of July, A. D. 1890. (Seal) R. M^r Leroy, Clerk of Court

Receipt To Clerk:

Issue order of Attachment and Summons to Sheriff.

John M. Brodrick, Attorney for Plaintiff

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

The State of Ohio,

Union County

To the Sheriff of said County:

You are hereby commanded to notify J. F. M^r Troy that he has been sued by J. L. Berger Jr. in the Court of Common Pleas of Union County, and must answer by the 24th day of August 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 14th day of July A. D. 1890.

Witness my hand and the seal of said Court, this 1st day of July A. D. 1890. (Seal) R. M^r Leroy, Clerk.

Indorsed: "In action for Attachment. Amount claimed \$13.⁰⁰ at 6% from November 2^d, 1887.

And afterward, on the 7th day of July, A. D. 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | |
|---------|---------|
| Mileage | 2.40 |
| Copies | 2.00 |
| Total | \$ 2.60 |

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

Received this writ July 1st, A. D. 1890, at 10 o'clock A. M. The within named J. F. M^{rs} Troy was not found in my County
Thomas Martin, Sheriff.

And thereupon, on the 1st day of July A. D. 1890, an Order of Attachment was issued in said cause:

The State of Ohio,
Union County, ss: Court of Common Pleas.

J. L. Berger Jr. Plaintiff

vs.
Or the Sheriff of Union County, Ohio.

J. F. M^{rs} Troy, Defendant

Order of Attachment

6017

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant J. F. M^{rs} Troy in your County not exempt by law from being applied to the payment of the claims of the plaintiff J. L. Berger Jr. or so much thereof as will satisfy his claim for amount of \$13.⁰⁰ with interest from November 2^d, 1887, and also for fifty dollars the probable cost of this action.

You will make due return of this order on the 14th day of July A. D. 1890.

Witness my hand and the seal of said Court, this 1st day of July A. D. 1890. R. M^{rs} Troy, Clerk.

And afterward, on the 7th day of July, A. D. 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | |
|----------|------|
| Services | 30 |
| Copies | 30 |
| Mileage | 2.40 |
| Levy | 2.50 |
| Total | 5.50 |

Sheriff's Office, Union County, Ohio.

July 1st, A. D. 1890.

Received this order on the first day of July A. D. 1890, and in obedience to the command thereof I did, on the 1st day of July A. D. 1890, attach the property described in the Schedule marked "A." hereto attached and made part of this return.

Subject to a former order of Attachment made on the 9th day of June 1890, and said former appraisal made in the case of W. W. Epps vs. J. F. M^{rs} Troy

Schedule "A."

J. Thomas Martin, Sheriff of Union County did attach under the foregoing order, as the property of J. F. M^{rs} Troy and hereinafter described as follows, viz:

The undivided interest of J. F. M^{rs} Troy in the following described premises situated in the County of Union and State of Ohio, in the Virginia Military Survey bounded and described as follows: being part of Survey N^{os} 12400, 12403, 12393, and 12413.

Beginning at two dead beeches in the line of Darrow; thence with his line correcting the course S. 53^o - N. 60

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poles to a hickory, red oak and beech: thence S. $37^{\circ} 20'$ E. 10 poles to two beeches and a sugar tree: thence N. 53° E. 60 poles to a stake witness a hickory and two sugar trees: thence N. 37° N. 80 poles to the beginning containing 30 acres of land.

Also the following described premises, situate in same County and State and being part of Military Surveys N^o 12400, 12403, 12393 and 12413.

Beginning at a large white oak, red oak and small sugar tree northerly corner to James Baldwin's Survey N^o 5267: thence N. 38° N. 160 poles to a stake: thence S. 52° N. 150 poles to a stake: thence S. 38° E. 160 poles to a stake in the line of Baldwin's Survey: thence with said line N. 52° E. 150 poles to the beginning containing 134 acres more or less. One-half acre on the east line is deeded to District N^o 10 for school purposes.

Also the following described premises situate in same County and State in Virginia Military Survey N^o 12393, 12400, 12403, and 12413 and bounded and described as follows: Beginning at two beeches and an elm in the line of Mary Vance's land: thence with said line N. 83° N. 50 poles to a beech and ash: thence N. 42° N. 66 poles to a hickory, beech and elm N. W. corner original corner to George Hall's land: thence with said Hall's line 83° E. 63 poles to a beech: thence N. 52° E. 100 poles to a stake near a birch in the line of David Woods land: thence with said Woods line 38° E. 96 poles to the place of beginning containing 40 acres more or less and being part of a 100 acre tract purchased by said Hall of James Galloway.

Also the following described premises situate in same County and State and in Survey N^o 12400, 12403, 12393 and 12413 bounded and described as follows: Beginning at a stone white oak, hickory and lynn (hickory and lynn down) southerly corner of a lot of 150 acres now owned by said G. M^o Droy: thence with said M^o Droy's line (correcting the course) N. 37° N. 160 poles to a stone: thence S. 53° N. 50 poles to a stone: thence S. 53° N. 50 poles to a stone: thence N. 37° E. 160 poles to a stone: thence N. 53° E. 50 poles to the beginning containing 50 acres more or less.

Also the following described premises situated in same County and State and bounded and described as follows part of Surveys N^o 12400, 12403, 12393 and 12413 and part of the same premises conveyed to the said A. S. and C. W. Morford by C. R. Keller on the 20th day of April 1867. Beginning at a stone and two beeches (beeches down) in the line of land now owned by the said M^o Droy: thence with his line and passing his corner and with the line of Cranston S. $53^{\circ} 35'$ N. 124 poles to a stake near an elm corner to a lot sold by James Galloway to Colwell: thence with one of the lines of said lot correcting the course N. $36^{\frac{1}{2}}$ N. $52^{\frac{1}{4}}$ poles to a stone in said line: thence N. $53^{\circ} 35'$ E. 124 poles to a stone in a road or lane: thence with said road N. $36^{\frac{1}{2}}$ N. $21^{\frac{3}{4}}$ poles to a stone corner to Thomas Clark's land: thence with one of his lines N. 57° E. 74 poles to a stone: thence S. 37° E. $5^{\frac{36}{100}}$ poles to a stone: thence S. 19°

33 N. 89 ¹/₂ poles to a stone; thence S. 36 ¹/₂ - E. 19 ³/₄ poles to the beginning containing 53 ³/₄ acres of land more or less.

Also the following real estate situate in same County and State and in Surveys N^o. 12400, 12403, 12393, 12413. bounded and described as follows: Beginning at a stone in the center of the broader road in the line of G. M^o. Troy: thence N. 46 ¹/₂ - E. 37 ¹/₂ poles to a stone; thence S. 36 - E. 97 poles to a stone; thence S. 53 ¹/₂ N. 70 ³/₄ poles to a stone; thence N. 36 - N. 38 ³/₄ poles to a stone; thence N. 53 ¹/₂ - E. 36 ¹/₂ poles to a stone; thence N. 36 - N. 54 ³/₄ poles to the beginning containing 30 acres.

Also the following described premises, situate in same County and State. Beginning at a stone in the northerly line of Survey N^o. 5267 and southwesterly corner to B. M^o. Troy's land: thence with the westerly line of said B. M^o. Troy's land N. 36 ³/₄ - N. 160 poles to a stone; thence S. 53 ¹/₂ - N. 67 poles to a stone northwesterly corner to 100 acres of land conveyed to William Crowder; thence with the easterly line of said 100 acre tract of land S. 36 - E. 99 ¹/₂ poles to a stake near two ironwoods and ash; thence N. 57 ¹/₂ - E. 26 poles to a stake; thence S. 36 - E. 61 ¹/₂ poles to a stone in the northerly line of said Survey N^o. 5267; thence with said line N. 51 ¹/₂ - E. 41 poles to the beginning containing 56 acres more or less, part of Surveys N^o. 12400, 12403, 12393, 12413.

Also another tract of land described as follows: Beginning at a stone, beech and hickory southwesterly corner to 30 acres of land part of same Survey conveyed by Stephen Cranston Jr. to B. M^o. Troy: thence with the easterly line of said 30 acres N. 36 - N. 97 poles to a stone in the center of the broader road; thence with the center of said road N. 46 ¹/₂ - E. 60 ³/₄ poles to a stone corner to Lula Cranston's land; thence with the westerly line of J. N. Hamilton's and B. M^o. Troy's land S. 53 ¹/₂ - N. 61 poles to the beginning containing 38 ¹/₂ acres more or less part of Survey N^o. 12400, 12403, 12393, 12413.

Also the following real estate, situate in the Township of Allen, County of Union, and State of Ohio, bounded and described as follows: Part of Survey N^o. 2981. Beginning at a stone in the county road, witness an elm and sugar; thence N. with said road 37 - E. 178 ¹/₂ - poles to a stake corner to Henry Poling's land; thence with his line 85 ¹/₂ - poles to a stake, another of his corners; thence N. 37 - N. 157 ¹/₂ poles to a stake; thence N. 53 - E. 57 poles to the beginning containing 78 acres.

Also another lot, Beginning at the northwesterly corner of said Survey N^o. 2981 and corner to Cyrus Poling's land; thence N. 35 - 10 - N. 81 ¹/₂ poles to a stone and pieces of rock corner to James Shreves land; thence S. 52 ¹/₂ - N. 148 ³/₄ poles to a stone and pieces of rocks on the line of Reuben Poling's land; thence S. 35 - 10 - E. 81 ¹/₂ poles to a stone and pieces of rocks in the line of Edwin Wilber land; thence N. 53 ¹/₂ - E. 148 poles with the line of said Wilber and Cyrus Poling's land to the place of beginning containing 75 acres, excepting 25 acres deed by Paschal Spain to Christian Oliphant off of the west side of the same, making the whole a

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Given under our hands this 7th day of July A. D. 1890.

Thomas Martin, Sheriff.

Affidavit for Publication

Afterward, on the 1st day of July A. D. 1890, Affidavit for Publication was filed with the Clerk of said Court, to wit:

J. L. Boerger Jr. Plaintiff

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

J. F. M^{rs} Troy, Defendant

The State of Ohio, County of Union } ss:

J. L. Boerger, Jr. Plaintiff, being first duly sworn, says that service of Summons cannot be made on the defendant J. F. M^{rs} Troy in this State.

That said defendant resides at Grenola, Elk County, Kansas, and that this cause is one of those mentioned in Section 5048 of the Revised Statutes of Ohio.

And further affiant saith not. J. L. Boerger, Jr.

Sworn to by said J. L. Boerger, Jr. before me and signed by him in my presence this first day of July A. D. 1890.

(Seal)

R. M. Croug, Clerk.

Attachment Notice

Proof of Publication

J. L. Boerger Jr. Plaintiff

J. F. M^{rs} Troy, Defendant

J. F. M^{rs} Troy, whose place of residence is Grenola, Elk County, Kansas, will take notice that on the first day of July, 1890, said J. L. Boerger filed his petition in the Court of Common Pleas of Union County, Ohio, in case N^o 6017 against said J. F. M^{rs} Troy praying for judgment against him on an account for a suit of clothes purchased November 2nd, 1887, amounting to thirteen dollars.

An order of Attachment has been issued in said case. Said defendant is required to answer on or before August 23rd, 1890, or judgment may be taken against him.

The State of Ohio,

Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with July 2nd, 1890.

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

(Seal) By W. M. Winget, Deputy

Entry

Afterward, on the 3rd day of November, A. D. 1890, an Entry was made on the Journal by the Clerk of said Court, to wit:

J. L. Boerger, Jr.

Journal 15, Page 397.

J. F. M^{rs} Troy

This day this cause came on for hearing on the petition and affidavit, and the defendant still failing to answer or demur to plaintiff's petition the Court find that the allegations of said petition are confessed by said defendant to be

true, and that there is due said plaintiff from said defend-
ant the sum of \$13⁰⁰

It is therefore considered and adjudged by the Court that
said plaintiff recover of said defendant said sum of \$13⁰⁰ with
six per cent. interest thereon from the first day of the present
term hereof, to wit: November 3rd, 1890 together with his costs here-
in expended taxed to \$ - - and execution is awarded therefor.

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, or so much there-
of as will satisfy the judgment and costs aforesaid.

Attest
A. M. Enry
Clerk

Pleas continued and held at the Court House in
Marysville, within and for the County of Union, in the Tenth
Judicial District of the Court of Common Pleas of the State of
Ohio, before the Honorable John A. Price, Judge of said Court, of
the term of April, to wit, on the 3rd 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 20th day
of October A. D. 1892, Myrtle A. Tuttle filed in the Clerk's Office
of the said Court of Common Pleas the following Petition
Against John F. Tuttle, to wit:

Petition

Myrtle A. Tuttle, Plaintiff
vs.
John F. Tuttle, Defendant.
Union County, Ohio.
Common Pleas Court.

6447

Plaintiff has been a resident of the State of Ohio for
the year last past and has a bona-fide residence in the
County of Union. On or about the 27th day of April 1887

she was married to the defendant at Hardin County, Ohio.

The following child was born of said marriage, to wit:
Charles Fremont Tuttle aged 4 years.

The defendant in
disregard of his marital duties has been for more than three
years last past guilty of habitual drunkenness and gross
neglect of duty.

For more than two years last past
defendant has been guilty of gross neglect of duty in fail-
ing to provide necessary supplies of food and clothing for
his family, and has frequently been guilty of extreme cruelty
by striking the plaintiff without cause therefor. By his
abuse he drove the plaintiff away from home on the 16th
of September 1892; and he has ever since said date refused
to live with or support the plaintiff.

Wherefore the plaintiff prays that she may be divorced

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Affidavit
for
Publication

Myrtle A.
vs.
John F. Tuttle

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ed from the defendant and that she may be decreed to have the custody of said child and such other relief as is proper.

Myrtle A. Tuttle,

J. B. Cole, Attorney for the Plaintiff.

Affidavit Myrtle A. Tuttle

State of Ohio, Union County, ss:

for
Publication

vs.
John F. Tuttle

Court of Common Pleas.

6447

Personally appeared Myrtle A. Tuttle the plaintiff above named who being duly sworn says that the residence of the defendant above named is unknown to her and cannot with reasonable diligence be ascertained. He has been ever since he left her moving frequently from County to County, so that she has been unable to get service on him by summons, the summons to two Counties being returned not found; and he has as she believes no permanent or fixed residence.

Myrtle Tuttle.

Sworn to and subscribed before me this 20th day of January 1893.

(Seal) Edward C. Cole, Notary Public.

Proof of
Publication

Afterward, on the 6th day of April A. D. 1893, a Proof of Publication was filed with Clerk of said Court, to wit:

Legal Notice

6447

John F. Tuttle, whose residence is unknown, will take notice that on the 20th day of October 1892, Myrtle A. Tuttle filed her petition in the Court of Common Pleas, Union County, Ohio, being cause N^o. 6447 praying a divorce from said John F. Tuttle on the ground of habitual drunkenness and gross neglect of duty, and for the custody of their child.

Said cause will be for hearing on and after March 31st, 1893.

J. B. Cole, Plaintiffs Attorney.

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 February 16th, 1893.

A. J. Hearn.

Sworn to and subscribed before me this 6th day of April, 1893.

(Seal) R. M^o. Erory, Clerk.

Afterward, on the 21st day of April A. D. 1893, an Entry was made on the Journal by the Clerk of said Court.

Myrtle A. Tuttle

Journal 16, Page 381.

Entry

vs.
John F. Tuttle

6447

This day this cause came on for hearing on petition of plaintiff and testimony of witnesses, the defendant being in default for answer or demurer and the Court being fully advised in the premises find as follows:

1st That due notice of the pendency of this petition was served

by publication in the Union County Journal, a paper of general circulation in the County.

That said parties were married as stated in the petition.
That said defendant has been guilty of gross neglect of duty and habitual drunkenness for more than three years.

It is therefore ordered and adjudged by the Court that the plaintiff be granted a divorce from the defendant and that she be decreed the custody, care and education of said Charles Fremont Tuttle. And recover her costs herein expended.

Attest R M Lowry
Clerk

[Faint, illegible handwritten text]

Mandate

On the 29th day of March A. D. 1893, the following Mandate from the Supreme Court was filed with the Clerk of Common Pleas Court, to wit:

The State of Ohio, | January Term A. D. 1893.
City of Columbus

Jasper Woodworth et al | Error to the Circuit Court of
vs. | Union County
George Randall

This cause came on to be heard upon the Transcript of the Record of the Circuit Court of Union County and was argued by counsel.

On consideration whereof, it is ordered and adjudged by this Court, that the Judgment of the said Circuit Court be and the same is hereby affirmed, and it appearing to the Court that there were reasonable grounds for this proceeding in error, it is ordered that no penalty be assessed herein.

It is further ordered that the defendant in error recover from the plaintiffs in error his costs herein expended taxed at \$---

Ordered, That a special Mandate be sent to the Court of Common Pleas of Union County, to carry this Judgment into Execution.

Ordered, That a copy of this entry be certified to the Clerk of the Circuit Court of Union County, for entry.

J. Josiah B. Allen, Clerk of the Supreme Court of Ohio, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

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Witness my hand and the seal of said Court, this
28th day of March A. D. 1893.

(Seal) Josiah B. Allen, Clerk.
State of Ohio. | By John P. Dana, Deputy.
City of Columbus. | Supreme Court of Ohio.

To the Honorable Court of Common Pleas, within and
for the County of Union, Ohio. Greeting:

We do hereby command you, that you proceed, with-
out delay to carry the within and foregoing Judgment of
our Supreme Court of Ohio, in the cause of Jasper Woodworth
et al vs. George Grandall into execution, the Petition in
Error herein and heretofore granted, to the contrary notwith-
standing.

Witness, Josiah B. Allen, Clerk of our said
Supreme Court of Ohio, at Columbus, this 28th day of March
1893.

(Seal) Josiah B. Allen, Clerk
By John P. Dana, Deputy.

Entry
5638

Afterward, on the 2nd day of May, A. D. 1893, an Entry
was made on the Journal by the Clerk of said Court, to wit:
George Grandall

vs. | Journal 16, Page 376.
Jasper Woodworth et al

This day again came the parties by their attorneys
and all the parties being before the Court in person or by
attorney this cause was submitted to the Court upon the
application of the plaintiff for an order of partition as pray-
ed for in his petition. There being no objection to
said order of partition the Court on consideration of said
application finds that the plaintiff is entitled to an order
of partition as prayed for in his petition.

The Court finds that said Hilah Woodworth, widow
of the said Ashel Woodworth is entitled to dower in
said premises, and that subject thereto the said plain-
tiff is seized in fee of, and has a legal right to the undi-
vided one thirtieth (1/30) part of said premises, and is entit-
led to have partition made of the same. That the
defendants are tenants in common with the plaintiff in
said premises in the following proportions, to wit: That
subject to said dower of Hilah Woodworth the said Jasper
Woodworth, Benjamin Woodworth, Charles Woodworth, George
Woodworth, William Woodworth, John F. Woodworth, Allen
Woodworth, Sarah Morse, Cynthia Bates, and Imogene
Moran, are each seized of and have a right to the un-
divided one thirtieth (1/30) part thereof.

The said Asa Lee, Clara Kennedy, and Emma
Bales are each seized in fee of and have a right to the
one undivided thirty-ninth (1/39) part thereof.

And no reason appearing why partition should
not be made: It is therefore ordered, adjudged and de-
creed that the said Hilah Woodworth be endowed of one
full equal third part of said premises, and that subject

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thereto partition of said estate be made; and that an order issue to the Sheriff of the said County of Union commanding him that by the oaths of William Howard, J. F. Bennett and William P. Bightler three judicious and disinterested freeholders of the vicinity who are hereby appointed Commissioners for that purpose he set off and assign such dower to the said Hilah Woodworth according to law, and that by the like oaths of the said named Commissioners he cause to be set off and divided to the said plaintiff and to each of the said defendants the part and proportion of the said estate to which they are heretofore severally found entitled. And it is ordered that if in the opinion of the said Commissioners said premises cannot be divided by miles and bounds without injury to the value thereof they appraise the same to and free from the dower of the said Hilah Woodworth.

And of his proceedings the Sheriff is ordered to make return to the next Term of this Court, to which time this cause is continued.

Writ of Partition

1638

Afterward, on the 16th day of August A. D. 1893, 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, Greeting:
 We command you, that without delay, by the oaths of William Howard, J. F. Bennett and W. P. Bightler you cause to be set off and assigned to Hilah Woodworth, widow of A. A. Woodworth late of said County, deceased, a house and land to the value of \$2600.⁰⁰ which shall be held by her in fee simple; 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, and part of Survey N^o: 5726 described as follows to wit: Beginning at two hickories and black oak south corner to said Survey N^o: 5726: thence with the south-easterly line of said Survey N^o: 45³/₄ - E. 189 poles to a stake corner to Susan Timberlake's land and also to A. A. Woodworth's land: thence with his southerly line N. 67¹/₂ - N. 166³/₄ poles to a stake in the easterly line of David Watson's land: thence with his line and the line of A. A. Woodworth's land S. 37¹/₂ - N. 113³/₄ poles to a stake: thence with the line of A. A. Woodworth's land S. 37¹/₂ - E. 36 poles to a stake: thence S. 3¹/₂ - N. 37³/₄ poles to a stake in the southwesterly line of said Survey N^o: 5726: thence with a line S. 43¹/₂ - E. 70 poles to the beginning 139³/₄ acres more or less, excepting therefrom so much of said lands as was conveyed to William Howard March 25th 1871, leaving 108¹/₂ acres more or less.

Also another tract of land, situate in Union County Ohio, and part of Survey N^o: 7461, and 7492 and Survey N^o: 7789 described as follows: Beginning at two hickories and black oak south corner to Survey N^o: 5726: thence with the southeast

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erly line of said Survey N. 45 1/4 - E. 189 poles to a stake corner to
 the Susan Timberlake Land now owned by T. M. Scamball; thence
 with a line of said land S. 45 - E. 72 poles to a stone corner to
 said land in the center of the Milford and Iron Gravel road;
 thence with the center of said road N. 45 - E. 107 poles to a stone
 corner to Thomas Stillings land; thence S. 45 E. 107 poles to a
 stake corner to Luther Winget's land; thence with the lines of
 said land S. 8 - E. 25 poles to an elm; thence S. 32 - N. 65 poles to
 a stone; thence S. 72 - E. 89 poles to a stake in the line of said
 Luther Winget's land and corner to the James Fullington
 farm; thence with a line of said farm S. 32 - N. 174 poles to a
 stake corner to said farm in the line of Asa Bates' land;
 thence N. 45 - N. 88 poles to a stone corner to J. W. Gillispie's land;
 thence with a line of said land S. 32 - N. 94 1/2 - poles to a
 stone corner to said land in the south-westerly line of said
 Survey No. 7789; thence with said line and a line of Survey
 No. 7492 and 9461 N. 45 - N. 262 poles to the beginning contain-
 ing 449 1/2 acres after excepting 8 acres conveyed by A. A. Wood-
 worth to the C. C. & I. R. Co.

Among the persons named herein, and in the follow-
 ing proportions, to wit: to Jasper Woodworth one-thirtieth (1/30)
 part; to Benjamin Woodworth one-thirtieth (1/30) part; to Ruben
 Woodworth one-thirtieth (1/30) part; to Alonzo Woodworth
 one-thirtieth (1/30) part; to Charles Woodworth one-thirtieth
 (1/30) part; to William Woodworth one-thirtieth (1/30) part; to
 John Fremont Woodworth one-thirtieth (1/30) part; to Allen
 Woodworth one-thirtieth (1/30) part; to George Brandall
 one-thirtieth (1/30) part; to Sarah Morse one-thirtieth (1/30)
 part; to Cynthia Bates, one-thirtieth (1/30) part; to Imogene
 Moran one-thirtieth (1/30) part; to the children of Lurana
 Lee one-thirtieth (1/30) part thereof in one tract, 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 and Dower wherein the said George
 Brandall is plaintiff and Jasper Woodworth and others
 are defendants, you make partition according to a certain
 agreement herewith marked "A"; 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 Mansville
 this 16th day of August A. D. 1893.
 R. M. Croy, Clerk.

(Seal)

Sheriff's
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As commanded by the foregoing Writ of Parti-
 tion I have executed the same by the oaths of
 William Howard, J. F. Bennett, and W. O. Bightler
 causing lands to be assigned to Hilah Woodworth
 widow of Ashel Woodworth 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 consist all of which will more fully appear by reference to the report of the said Commissioners herewith returned. Given under my hand this 15th day of September A. D. 1893. Wm. G. Snodgrass, Sheriff.

"A." George Brandall, Plaintiff

vs. Jasper Woodworth et al Defendants.

In Union County, Court of Common Pleas.

It is hereby agreed by all the parties in interest, that the Commissioners appointed to make partition in this case, shall in lieu of assigning dower to the widow, set off to her a house and land to the value of \$2600.⁰⁰ which shall be held by her in fee simple, and the balance of the land shall be divided by giving to each of the children of A. A. Woodworth and to George Brandall one equal thirteenth part thereof in one tract.

And we will consent to the division thus made, being confirmed by the Court and will make no opposition to the same.

Edas. Woodworth,

F. Woodworth

W. M. Woodworth

A. W. Brandall

Cynthia Bates,

R. Y. Woodworth M. D.

Asa C. Lee by

S. E. Morse,

J. C. Woodworth

B. C. Bates, Atty. in fact.

Inogene Moran,

E. B. Woodworth

Emma A. Bates

Julia A. Woodworth,

Helara E. Kennedy

Heliah Woodworth,

R. Y. Woodworth M. D. signs this paper with the understanding that the house and land set off to Mrs. Heliah Woodworth are to be rated according to present market value, and the division to the heirs made, not on basis of amount, but according to intrinsic value of the land.

J. C. Woodworth and E. B. Woodworth signs this paper as to the conditions, to wit: "Shall be divided by giving to the children of A. A. Woodworth or one thirteenth part thereof" Who gives it? Who is to say what part this one or that one shall have? One thirteenth part without regard to the value of the several parts?

Sign with the understanding that the thirteen parts be set off according to their value taking into consideration the improvements and the location. That no heir has a prior right to a choice of a part unless it is so agreed by lot.

That Heliah Woodworth have a share valued at \$2600.⁰⁰ as per market value.

J. C. Woodworth.

Comm. Report George Brandall

vs. Jasper Woodworth et al

Union County, ss: Court of Common Pleas, In Partition.

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 assigned the following described real estate, situate in Union Township, Union County, Ohio, and part of Virginia Military Survey

N^o 7789, Milford line of 50'-80' William lines N of the Southern of the east co the gro Grov 46⁰⁰ ad

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N^o 7789, ²/₄ ⁹⁴⁶¹/₇₄₉₂, Beginning at an iron pin in the center of the Milford Centre and Irwin gravel road and in the southerly line of said Survey N^o 7789; thence with said Survey line N. 50°-30' W. 111 ⁷/₁₀₀ poles to a tile (original corner trees gone) corner to William Howard's land; thence with one of said Howard's land lines N. 35° E. 58 ⁷/₁₀₀ poles to a tile south-westerly corner of lot N^o 1 of the subdivision of the A. A. Woodworth estate; thence with the southerly line of said lot N^o 1 S. 66°-35' E. 95 ¹/₁₀₀ poles to the center of the said Milford Centre and Irwin gravel road and south-east corner of said lot N^o 1 (witness a tile in the west side of the grade) thence with the center of the said Milford and Irwin gravel road S. 25° W. 87 poles to the beginning containing 46 ⁷/₁₀₀ acres more or less.

We also set off and assign to the following persons and in the following proportions according to the foregoing writ of partition.

Lot N^o 1. We assign to George W. Brandell:

Situate in Union Township, Union County, Ohio, and being parts of V. M. Surveys N^o 5726 ²/₄ ⁹⁴⁶¹/₇₄₉₂, 9461. Beginning in the center of the Milford and Irwin gravel road (witness a tile in the west edge of the grade) and north-easterly corner of the land set off to Hellen Woodward; thence with the north line of said Hellen Woodward's land N. 66°-35' W. 75 ⁶/₁₀₀ poles to a tile in the line of William Howard's land; thence with said William Howard's land lines N. 38° E. 14 ⁶/₁₀₀ poles to a tile; thence N. 71°-45' W. 9 poles to a tile south-easterly corner of lot N^o 3 of the subdivision of the A. A. Woodworth estate; thence with the easterly line of said lot N^o 3 N. 27° E. 39 ⁶/₁₀₀ poles to a tile south-westerly corner of lot N^o 2 of said subdivision; thence with the southerly line of said lot N^o 2 S. 66° E. 102 ³/₁₀₀ poles to the center of the said Milford and Irwin gravel road (witness a tile on the west side of the grade) thence with the center of said gravel road S. 25° W. 52 ³/₁₀₀ poles to the beginning containing 32 ⁷/₁₀₀ acres more or less; about 3 ⁶/₁₀₀ acres in Survey N^o 5726 and about 29 ¹⁵/₁₀₀ acres in Survey N^o 7492, 9461.

Excepting twenty feet on the northerly side of the above described tract extending from the Milford and Irwin gravel road back to lot N^o 3 as shown on the plat of the subdivision of the A. A. Woodworth estate, which shall be fenced and kept up by the said George W. Brandell for an outlet for lots N^o 3 and 4.

Lot N^o 2. We assign to the heirs of Louisa Lee

Situate in Union Township, Union County, Ohio, and being part of V. M. Surveys N^o 5726 and 7492, 9461. Beginning in the center of the Milford and Irwin gravel road (witness a tile in the west side of the grade) and north-easterly corner of lot N^o 1 of the subdivision of the A. A. Woodworth estate; thence with the north-easterly line of said lot N^o 1 N. 66° W. 102 ³/₁₀₀ poles to a tile in the line of lot 3 of said subdivision; thence with the line of said

lot 3 and lot N^o 4 N. 24° E. 72²/₁₀₀ poles to a tile in the line of J. M. M^o Droy's land: thence with said M^o Droy's land lines S. 68° 45' E. 38²/₁₀₀ poles to a tile: thence S. 51° 30' E. 45²/₁₀₀ poles to a tile corner of a part of lot N^o 9 of said sub-division: thence with the lines of said lot 9 S. 24° N. 33 poles to a tile: thence S. 66° E. 21 poles to the center of the said Milford and Iron gravel road (witness a tile on the west side of the grade) thence with the center of said gravel road S. 25° N. 30 poles to the beginning containing 40²/₁₀₀ acres more or less; about 14 acres in Survey N^o 5726 and about 26²/₁₀₀ acres in Survey N^o 7492, 9461.

Excepting 20 feet on the southerly side of the above described tract, extending from the Milford and Iron gravel road back to lots 3 & 4 as shown on the plat of the sub-division of the A. A. Woodworth estate which shall be fenced and kept up by the said heirs of Dursina Lee for an outlet for said lots N^o 3 & 4.

Lot N^o 3 We assign to Jasper Woodworth

Situate in Union Township, Union County, Ohio, and being part of V. M. Survey N^o 5726. Beginning at a tile at the southeasterly corner of lot 4 of the subdivision of the A. A. Woodworth estate: thence with the southerly line of said lot 4 N. 71° 45' N. 128²/₁₀₀ poles to a tile in the line of Thomas Stillings' land: thence with said Stillings' land line and the line of lands owned by M. B. Burnham S. 24° N. 57²/₁₀₀ poles to a stone: thence S. 71° 45' E. 128²/₁₀₀ poles to a tile and corner of lot N^o 1 of said sub-division: thence with the westerly line of said lot N^o 1 and also lot N^o 2 N. 24° E. 57²/₁₀₀ poles to the beginning containing 47 acres more or less.

Excepting 40 feet in width along the easterly line of the above described tract, and extending from lot 4 of said sub-division to the north-westerly corner of lot N^o 1 as shown on the plat of the sub-division of the estate of A. A. Woodworth estate which the said Jasper Woodworth shall keep fenced for an outlet for said lot N^o 4.

Lot N^o 4 We assign to Alouzo Woodworth

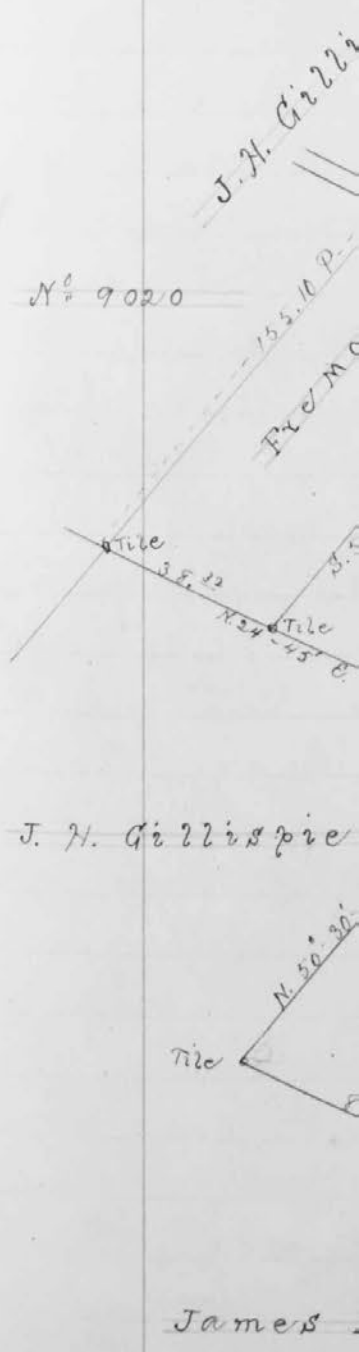
Situate in Union Township, Union County, Ohio, and being part of V. M. Survey N^o 5726. Beginning at a tile in the line of J. M. M^o Droy's land and most northerly corner of lot N^o 2 of the subdivision of the estate of A. A. Woodworth deceased: thence with said M^o Droy's land line N. 68° 45' N. 128 poles to a tile in the line of Thomas Stillings' land: thence with said Thomas Stillings' land line S. 24° N. 61²/₁₀₀ poles to a tile at the northerly corner of lot N^o 3 of said sub-division: thence with the northerly line of said lot N^o 3 S. 71° 45' E. 128²/₁₀₀ poles to a tile in the line of lot N^o 2 of said sub-division: thence with the westerly line of said lot N^o 2 N. 24° E. 54²/₁₀₀ poles to the beginning containing 46²/₁₀₀ acres more or less.

Lot N^o 5 We assign to J. Fremont Woodworth

Situate in Union Township, Union County, Ohio, and being a part of V. M. Survey N^o 7789. Beginning at an iron pin in the center of the Milford Centre and Iron gravel road and in the south-westerly line of said Survey 7789:

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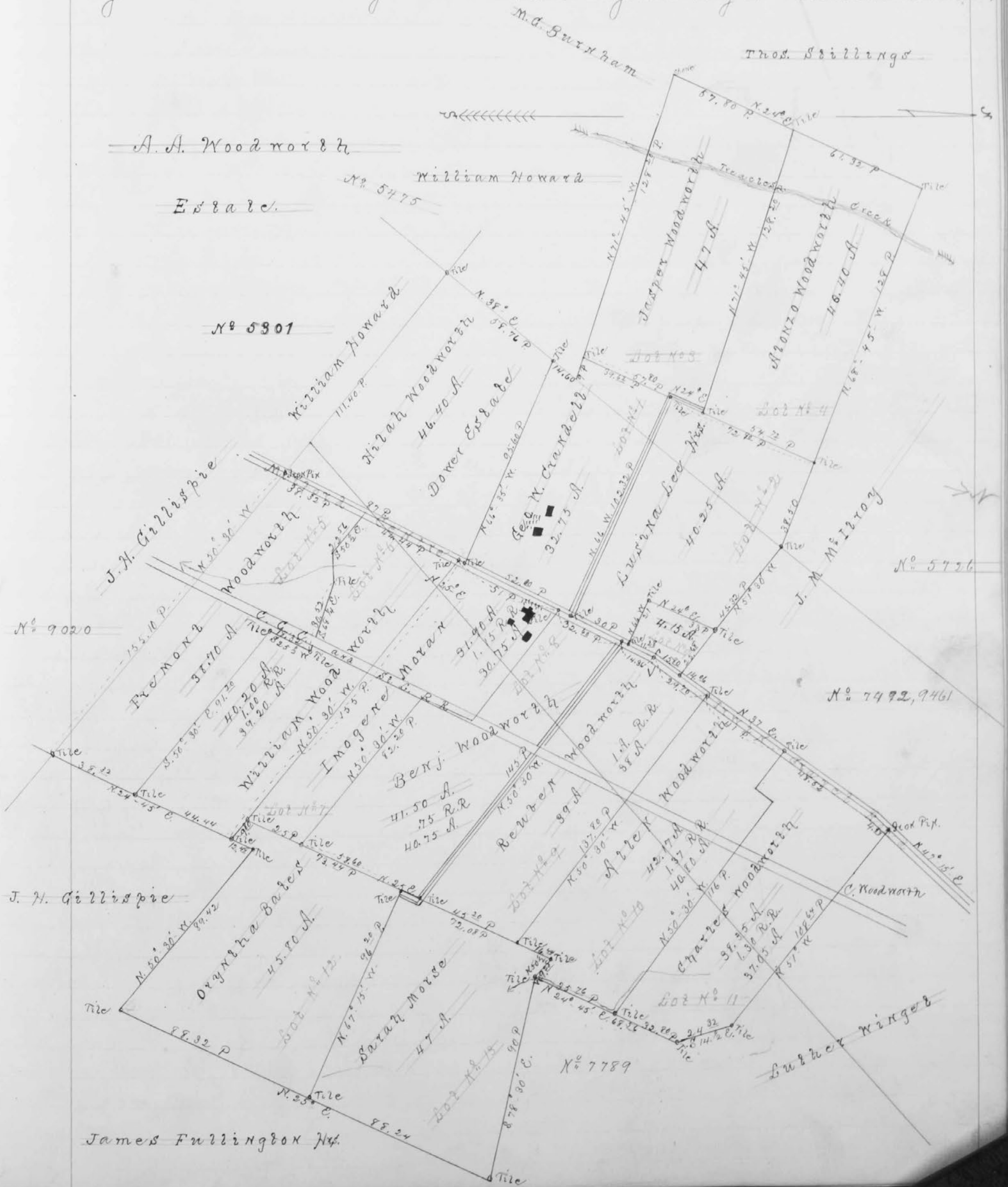
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789:

thence with said Survey line S. 50° 30' E. 155 1/100 poles to a tile corner to
J. H. Gillispie's land: thence with one of said Gillispie's land lines
N. 24° 45' E. 38 3/100 poles to a tile and south-easterly corner of lot No. 6
of the subdivision of the estate of A. A. Woodworth deceased: thence
with the lines of lot No. 6 N. 50° 30' W. 91 2/100 poles to a tile: thence N.
25° 30' E. 18 3/100 poles to a tile: thence N. 68° 15' W. 30 5/100 poles to a tile: thence
S 83° 45' W. 11 6/100 poles to a tile: thence N. 50° 30' W. 22 5/100 poles to the
center of the Milford and Iron gravel road (witness a stone in the
west side of the grade) thence with the center of said gravel road
S. 25° W. 38 3/100 poles to the beginning containing 38 7/100 acres. Except-
ing 1 5/100 acres owned by the C. & St. L. Ry. leading 37 1/100 acres more or less.



Lot No. 6. We assign to William Woodworth

Situate in Union Township, Union County, Ohio, and being a part of V. M. Survey No. 7789, ³/₄ No. 7492, 9461.

Beginning in the center of the Milford Centre and Iron gravel road (witness a tile on the west edge of the grade) and northerly corner of lot No. 5 of the sub-division of the A. A. Woodworth estate: thence with the lines of said lot No. 5 S. 50° 30' E. 22 ³/₁₀₀ poles to a tile: thence N. 83° 45' E. 11 ⁶/₁₀₀ poles to a tile: thence S. 68° 15' E. 30 ⁶/₁₀₀ poles to a tile: thence S. 25° 30' N. 18 ³/₁₀₀ poles to a tile: thence S. 50° 30' E. 91 ³/₁₀₀ poles to a tile in the line of J. H. Gillispie's land: thence with said Gillispie's land line N. 24° 45' E. 47 ⁷/₁₀₀ poles to a tile and corner to lot No. 12 of said subdivision: thence with the lines of lots No. 12 and No. 7 N. 50° 30' N. 155 poles to the center of the said gravel road (witness a tile in the west side of the grade) thence with the center of said gravel road S. 25° N. 44 ⁷/₁₀₀ poles to the beginning containing 40.2⁰⁰ acres more or less.

Excepting 1.2⁰⁰ acres owned by the C. C. C. & St. L. R. R. Co.

Lot No. 7. We assign to Imogene Moran

Situate in Union Township, Union County, Ohio, and being a part of V. M. Survey No. 7789, ³/₄ No. 7492, 9461.

Beginning in the center of the Milford Centre and Iron gravel road and at the most northerly corner of lot No. 6 of the sub-division of the A. A. Woodworth estate (witness a tile in the west side of the grade) thence with the most easterly line of said lot No. 6 S. 50° 30' E. 145 ⁷/₁₀₀ poles to a tile corner to lot No. 12 of said subdivision: thence with the line of said lot No. 12 N. 25° E. 25 poles to a tile, southerly corner of lot No. 8 of said sub-division: thence with the lines of said lot No. 8, N. 50° 30' N. 82 ⁷/₁₀₀ poles to a tile in the east line of the C. C. C. & St. L. Railroad: thence with the east line of said Railroad N. 25° 30' E. 26 poles to a tile: thence N. 50° 30' N. and crossing said railroad 62 ⁶/₁₀₀ poles to the center of said gravel road (witness a tile in the west side of the grade): thence with the center of said gravel road S. 25° N. 51 poles to the beginning containing 31.9⁰⁰ acres, more or less.

Excepting 1.1⁰⁰ acres owned by the C. C. C. and St. L. R. R. Co.

Lot No. 8. We assign to Benjamin Woodworth

Situate in Union Township, Union County, Ohio, and being a part of V. M. Survey No. 7789, No. 7492, 9461.

Beginning in the center of the Milford Centre and Iron gravel road, and northerly corner of lot No. 7 of the subdivision of the A. A. Woodworth estate (witness a tile in the west side of the grade) thence with the lines of lot No. 7 S. 50° 30' E. 62 ³/₁₀₀ poles to a tile in the easterly line of the C. C. C. & St. L. R. R.: thence with the east line of said railroad S. 25° 30' N. 26 poles to a tile: thence S. 50° 30' E. 82 ⁷/₁₀₀ poles to a tile in the line of lot No. 12 of said subdivision: thence with the line of said lot No. 12 and lot No. 13, N. 25° E. 58 ⁶/₁₀₀ poles to a tile southerly corner of lot No. 9 of said sub-division: thence with the line of said lot No. 9 N. 50° 30' N. 145 poles to the center of the said gravel road (witness a tile in the west side of the grade): thence with the center of

the gravel road

line of lot No. 5 of the subdivision of the A. A. Woodworth estate

part of

the gravel road

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of said lot No. 13 of

the subdivision

137 ⁵/₁₀₀ poles

in the gravel road

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division

Lot No. 6

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Iron gravel road

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S. 50° 30' E. 11 ⁶/₁₀₀ poles

corner of lot No. 8 of said subdivision

the grade said gravel road S. 25° N. 32^{1/2} poles to the beginning containing 41.30 acres more or less.

Excepting 75 acres owned by the C. C. C. & St. L. R. R. Co. Also excepting 20 feet in width along the north-easterly line of the above described tract, which shall be fenced and kept up by the said Benjamin Woodworth for a road way or outlet for lots N^o 12 & 13 as shown on the Plat of said subdivision. Lot N^o 9. We assign to Reuben Woodworth

Situate in Union Township, Union County, Ohio, and part of V. M. Survey N^o 7789, & N^o 7492, 9461.

Beginning in the center of the Milford and Irwin gravel road, and northerly corner of lot N^o 8 of the sub-division of the A. A. Woodworth estate: thence with the north-easterly line of said lot N^o 8, S. 50° 30' E. 145 poles to a tile in the line of lot N^o 13 of said sub-division: thence with the line of said lot 13 N. 25° E. 45^{1/2} poles to a tile and corner to lot N^o 10 of said sub-division: thence with the line of said lot N^o 10, N. 50° 30' W. 137^{1/2} poles to the center of the said gravel road (witness a tile in the west side of the grade) thence with the center of said gravel road S. 37° W. 14^{1/2} poles to an iron pin in the center of said gravel road and corner to J. M. M^o Droy's land: thence with said J. M. M^o Droy's land lines N. 51° 30' W. 25^{1/2} poles to a tile and corner to lot N^o 2 of said sub-division: thence with the lines of said lot N^o 2, S. 24° W. 33 poles to a tile: thence S. 66° E. 21 poles to the center of said gravel road (witness a tile in the west side of the grade) thence S. 25° W. 3^{1/2} poles to the beginning, containing 43.15 acres more or less.

Excepting 1.00 acres owned by the C. C. C. & St. L. R. R. Co. Also excepting 20 feet in width off of the southerly line of the above described premises which shall be fenced and kept up by the said Reuben Woodworth for a road way or outlet for lots N^o 12 & 13 as shown on the Plat of said subdivision.

Lot N^o 10. We assign to Allen Woodworth

Situate in Union Township, Union County, Ohio, and being a part of V. M. Survey N^o 7789, & N^o 7492, 9461.

Beginning in the center of the Milford Centre and Irwin gravel road and most northerly corner on said gravel road to lot N^o 9 of the subdivision of the A. A. Woodworth estate: thence with the north-easterly line of said lot N^o 9 S. 50° 30' E. 137^{1/2} poles to a tile in the line of lot N^o 13 of said sub-division: thence with the lines of said lot N^o 13, N. 25° E. 16^{1/2} poles to a tile: thence S. 50° 30' E. 9^{1/2} poles to a tile and corner to Luther Kinget's land: thence with said Kinget's land line N. 24° 45' E. 35^{1/2} poles to a tile and southerly corner of lot N^o 11 of said sub-division: thence with the lines of said lot N^o 11, N. 50° 30' W. 116 poles to a tile: thence S. 37° W. 8^{1/2} poles to a tile: thence N. 50° 30' W. 20 poles to the center of the said Milford Centre and Irwin gravel road (witness a tile in the west side of the grade): thence with the center of said

gravel road S. 37° N. 41 poles to the beginning containing 42.17 acres more or less. Excepting 1.32 acres owned by the C. C. C. & St. L. R. R. Co.

Lot N^o 11. We assign to Charles Woodworth

Situate in Union Township, Union County, Ohio, and being a part of V. M. Survey N^o 7789, ²/₄ N^o 7492, 9461.

Beginning at an iron pin the center of the Milford Centre and Irwin gravel road, and corner to C. Woodworth's land: thence with said Whinget's land lines S. 51° E. 118 ¹/₂ poles to a stone thence S. 14° 30' E. 24 ¹/₂ poles to a tile and an elm stump: thence S. 24° 45' N. 32 ¹/₂ poles to a tile and corner to lot N^o 10 of the sub-division of the A. A. Woodworth estate: thence with the lines of said lot N^o 10 N. 50° 30' N. 116 poles to a tile: thence S. 37° N. 8 ¹/₂ poles to a tile: thence N. 50° 30' N. 20 poles to the center of the said Milford Centre and Irwin gravel road (witness a tile on the west side of the grade) thence with the center of said gravel road N. 37° E. 48 ¹/₂ poles to an angle in said gravel road: thence N. 47° 15' E. 4 ¹/₂ poles to the beginning containing 38.32 acres more or less.

Excepting 1.32 acres owned by the C. C. C. & St. L. R. R. Co.

Lot N^o 12. We assign to Cynthia Bates

Situate in Union Township, Union County, Ohio, and being a part of V. M. Survey N^o 7789.

Beginning at a tile in the line of lot N^o 6 of the sub-division of the A. A. Woodworth estate, and most westerly corner to said lot N^o 12: thence with the line of lot N^o 6, S. 50° 30' E. 9 ¹/₂ poles to a tile in the line of lands owned by J. H. Gillispie: thence with said Gillispie's land lines N. 24° 45' E. 12 ¹/₂ poles to a tile: thence S. 50° 30' E. 89 ¹/₂ poles to a tile, and corner to lands owned by the heirs of James Fullington deceased: thence with said Fullington's land line N. 25° E. 88 ¹/₂ poles to a tile south-easterly corner of lot N^o 13 of said sub-division: thence with the southerly line of said lot N^o 13, N. 67° 15' N. 96 ¹/₂ poles to a tile in the line of lot N^o 8 of said sub-division: thence with the line of lot N^o 8 and lot N^o 7, S. 25° N. 73 ¹/₂ poles to the beginning containing 45 ¹/₂ acres more or less.

Lot N^o 13. We assign to Sarah Morse

Situate in Union Township, Union County, Ohio, and being a part of V. M. Survey N^o 7789.

Beginning at a tile in the line of lands owned by the heirs of James Fullington, deceased, and north-easterly corner of lot N^o 12 of the sub-division of the A. A. Woodworth estate: thence with the line of said Fullington land N. 25° E. 88 ¹/₂ poles to a tile in the line of Luther Whinget's land: thence with said Whinget's land line N. 75° 30' N. 90 poles to a tile corner to lot N^o 10 of said sub-division: thence with the lines of said lot N^o 10, and the line of lots N^o 8 and 9, N. 50° 30' N. 9 ¹/₂ poles to a tile: thence S. 25° N. 72 ¹/₂ poles to a tile corner to said lot N^o 12: thence with the north-easterly line of said lot N^o 12, S. 67° 15' E. 96 ¹/₂ poles to the beginning containing 47 acres more or less.

Excepting and subject to 40 feet in width from the most

westerly lot No. outlet of the

W^o Henry J. F. Ben N. O. Ben L. Hazen Dr. Whim Clint C. Geo. Ford W. O. Ben making

Entry

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westerly corner of said lot No. 13 to the most southerly corner of lot No. 7 which shall be fenced and kept open for a roadway or outlet for lot No. 12 as shown on the Plat of the sub-division of the said A. A. Woodworth estate.

Given under our hands this 18th day of September A. D. 1893.

W^m Howard
J. F. Bennett
Will P. Bightler } Commissioners

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|------------------------------|--------|
| W ^m Howard, Comm. | 6.00 |
| J. F. Bennett " " | 6.00 |
| W. O. Bightler " " | 6.00 |
| L. Hazen, Chain Carrier | 7.50 |
| Dr. Winner, " " " | 14.00 |
| Clint Evans " " " | 3.00 |
| Geo. Brandell, Assessor | 14.00 |
| W. O. Bightler, Surveyor | 72.00 |
| Making Plat. Report &c. | |
| | 141.50 |

Afterward, on the 25th day of September A. D. 1893, an Entry was made on the Journal

George Brandell
vs.
Jasper Woodworth et al | Journal 16, Page 446.

Entry

56.38

This day came the parties by their attorneys and submitted this cause to the Court upon the report of the Commissioners heretofore appointed to make partition of the lands in the petition described.

And the Court being fully advised in the premises finds that subsequent to the order of partition and before the same was actually issued to the Sheriff all the parties in interest, being of lawful age, entered into a writing which is attached to the report of said Commissioners whereby it was agreed that in lieu of assigning dower to said Hilah Woodworth, the said Commissioners should assign to her a lot of land to be of the value of \$26.00. and which she should hold in fee simple, and also in lieu of assigning to each of the children of Leusina Lee one-thirty-ninth part of said premises they should assign to them one-thirtieth part thereof in one body without division among them.

And the Court find that said agreement was fairly entered into and that the partition made by said Commissioners is in accord therewith and that it is for the best interest of all the parties that it should be confirmed.

And the Court find that the partition of said premises as made by said Commissioners is just and reasonable and in conformity to law and all parties consenting thereto it is ordered by the Court that the said agreement and report be and the same is hereby approved and confirmed and the said agreement ordered to be recorded as a part of said report.

It is ordered and decreed by the Court that said Hilah Woodworth stand seized in fee simple of the lot of land set off to her and described in said report and that she be divested of her dower to all the other lands described in said petition.

It is further ordered that each of the children of said A. A. Woodworth stand seized in fee simple free of dower of the parts and portions of said premises to them

respectively in said report assigned.

It is further ordered that the said A. C. Lee, Emma Bales, Clara Kennedy, heirs of Lusina Lee stand seized in fee simple free from dower of the portion of said premises set off to them.

It is further ordered that the costs of this case including a partition fee of \$400.⁰⁰ to J. L. Cameron and B. C. Bales, and a stenographer fee of \$25.⁰⁰ to Mable Cameron be paid by the said parties as follows: The whole costs including postponements or adjournments, and whether judgment has been entered or not shall be computed on the gross sum, and any available money in the hands of the receiver shall be applied to its payment, and if it be not sufficient then the balance shall be paid as follows: The said Hilah Woodworth shall pay 1/4 part thereof and each of the children of A. A. Woodworth 1/4 part thereof, and each of the children of Lusina Lee 1/2 part thereof, and in default for payment executions may issue as upon judgment at law.

Attest
R M Low
Clerk

Continued on page 566 of this volume.

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 September, 1893, on the 11th day of September in the year of our Lord one thousand eight hundred ninety three.

Be it remembered that, heretofore, to-wit, on the 6th day of May, A. D. 1893, Emma Lee filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Alfred E. Lee, to-wit:

Petition
6544

Emma Lee, Plaintiff

The State of Ohio,
Union County, ss:

vs.
Alfred E. Lee, Defendant

To the Court of Common Pleas.

The plaintiff says: That she has been a resident of the State of Ohio for the year last past and she is now a bona fide resident of the said County of Union.

On the 13th day of March 1866 she was married to the defendant, which marriage relation still exists.

There has been born to the plaintiff and defendant as the result of the said marriage relation two children, viz: Roland J. Lee aged 19 years, and Florence Lee aged 18 years.

Regardless of his duties as a husband the defendant has been guilty of extreme cruelty to the plaintiff, both by the use of vile and abusive language to her and also by repeated acts of physical violence, such as striking and beating the plaintiff. The abusive

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language has been habitual and continued for more than three years last past and has been of such constant and frequent occurrence that the plaintiff is unable to set out the times and occasions with particularity. His acts of physical violence have also been of frequent occurrence during the last three years and the plaintiff is unable to set them all out, but on one occasion during last winter while the plaintiff was at her household duties at home in company with her children the defendant came in the room and struck the plaintiff a violent blow with his fist, and was prevented from doing further violence by the interposition of his son; this assault was wholly without provocation on the part of the plaintiff.

Second: The defendant has also been guilty of gross neglect of duty to the plaintiff for the three years last past.

During the last three years the plaintiff and defendant have been residing at No. 718 E. Broadway St. Columbus Ohio. And the plaintiff has been compelled to labor beyond her strength in doing the household duties including washing, ironing, scrubbing and general drudgery.

The defendant has neglected and refused to provide the plaintiff with sufficient clothing to protect herself from inclement weather, and the defendant has exposed the health of the plaintiff by suffering her to go without sufficient clothing to keep her warm, and has neglected and wholly refused to provide the clothing necessary for plaintiff to have.

Defendant has also neglected and refused to furnish the plaintiff with any means or money to supply herself with any necessaries, and has forbidden merchants to trust her on his account.

The defendant has grossly neglected the plaintiff by withholding from her his society and the affection due her as a wife and by refusing to appear on the streets with her and by keeping her confined to closely at home to keep his house in order and cook his meals.

During the three years last past the defendant has had plenty of money and means to provide for the plaintiff and care for her as her station in life requires. He is the owner of a costly residence in a fashionable part of the City of Columbus, Ohio.

He has a large amount of money and personal property, and his neglect of the plaintiff has been willful on his part.

By reason of such neglect and cruelty the plaintiff has been compelled to separate from the defendant and she is now residing with her relatives in said County of Union.

The plaintiff is wholly without means on her part, as all the accumulation of property since said marriage has been in defendant's name, and the plaintiff is now dependent upon the charity of her relatives and friends for support.

Wherefore the plaintiff prays that she may be divorced from the defendant, and that she may have reasonable alimony

to be paid to her out of defendants estate in such manner as the Court may deem meet, and that the plaintiff may have alimony for her support and maintenance during this suit, and for all such other and further relief as may be right and the nature of the case may require.

J. L. Cameron, Attorney for Plaintiff.

And, at the same time, said Emma Lee filed the following praecipe in the words and figures, following:

Clerk: - - - Issue a Summons and copy of petition to the Sheriff of Franklin County, Ohio, returnable according to law.
J. L. Cameron, Attorney.

Summons

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

6544

The State of Ohio,

Union County, ss:

To the Sheriff of Franklin County:

You are commanded to notify Alfred E. Lee that Emma Lee has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with neglect and cruelty, 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 15th day of May A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 6th day of May, A. D. 1893.

(Seal)

R. M. Croy, Clerk.

And afterward, on the 15th day of May, A. D. 1893, the Sheriff of said County returned said Summons to the Clerks Office in said County which return is as follows:

Sheriff's Return

6544

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| Service | 50 |
| Mileage | 80 |
| Copy | 20 |
| Docket | 25 |
| Return | 25 |
| Total | \$2.00 |

The State of Ohio,
Franklin County, ss

Sheriff's Return.

Received this writ May 10th A. D. 1893 at 7 o'clock A. M. and on May 12th A. D. 1893, I served the same by personally handing a true copy thereof with all the endorsements thereon, together with a certified copy of the petition for divorce in this case, to the within named defendant Alfred E. Lee.

James Ross, Sheriff

W. W. Simmons, Deputy

Afterward, on the 19th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

6544

Emma Lee
vs
Alfred E. Lee.

Journal 16, Page 433-

This day came said parties by their attorneys, and this cause coming on to be heard upon the pleadings and evidence, the

plaintiff therein - and ar - lect of d - petition - case ar - petition

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plaintiff by her attorney withdrew from her petition the charge therein contained, of extreme cruelty, on the part of the defendant and rested her case solely upon the charge of gross neglect of duty on the part of the defendant contained in said petition; and thereupon the defendant withdrew from the case and the files, by leave of the Court his answer and cross-petition except the denials therein contained.

And the case came to a hearing on the plaintiff's said charge of gross neglect of duty and the defendant's denials thereof and the evidence adduced on said charge and issue.

And after hearing and considering said evidence and arguments of counsel, the Court find said issue in favor of the plaintiff, and 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 from the defendant as prayed for in her petition.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said plaintiff Emma Lee and the said defendant Alfred E. Lee be and the same hereby is dissolved and that said parties and each of them be and they are hereby released from all and singular the obligations of said marriage contract. It is further ordered and adjudged that said defendant pay to said plaintiff as and for her reasonable alimony and as and for and in satisfaction of her entire and full interest and estate in his the said defendant's property, real and personal, including her contingent right or estate of dower in all the real estate and lands and tenements of said defendant, the sum of thirty-two hundred dollars, in addition to the sum of three hundred dollars temporary alimony heretofore paid pending this suit, by the defendant to the plaintiff, said sum of thirty-two hundred dollars to be paid in the manner and in the installments and at the times following, to wit; the sum of one hundred dollars on the entering of this decree; the sum of one hundred dollars within thirty days after this date; the sum of two hundred dollars by the first day of December 1893; (said installments to be paid without interest) and the sum of twenty-eight hundred dollars residue by transferring to the plaintiff certificates of stock, for that sum, now owned by the defendant in the Central Building Loan and Savings Company of Columbus, Ohio, said transfer to include the dividend or interest from and after this present date. And said defendant is to be held as guarantor that said stock is of par value.

But the payment of said installments of alimony, including the transfer of said certificates of stock are to be made on the condition that upon said transfer of stock, and concurrent therewith, said Emma Lee shall execute and deliver to said Alfred E. Lee a deed of release conveying and releasing

to said Alfred E. Lee and to his heirs and assigns all her interest and estate, including any right of dower on her part in and all to all the property real and personal of said Alfred E. Lee now owned or hereafter acquired by him.

And it appearing to the Court that it would be for the best interests of said Emma Lee so to do it is ordered that Edward E. Cole be and he is hereby appointed a trustee for said Emma Lee to receive said installments of alimony and transfer of stock for the use and benefit of said Emma Lee and to hold said stock or convert the same into money, and to reinvest the same and also invest said money installments of alimony in such productive form as he may deem safe and best for said Emma Lee, paying over to her such profits as he may realize from such investments from time to time each year as her necessities may require.

Before entering upon the duties of said trust said Edward E. Cole shall execute a bond in the sum of three thousand dollars with surties to be approved by the Clerk of this Court payable to said Emma Lee and conditioned for the faithful discharge of said duties. Said bond to be deposited with said Clerk.

Provided however, that said Trustee on receiving said money installments of alimony, shall pay out of the same the sum of one hundred dollars to J. L. Cameron and the sum of twenty-five dollars to himself for their services in this case as counsel for said Emma Lee. The payment of said installments of alimony and the transfer of said stock to said Trustee shall be regarded a payment and transfer to said Emma Lee within the terms of this decree.

It is further ordered that said defendant pay the costs made in this case, to be taxed, and in default thereof after five days from this date, execution may issue for said costs.

Attest
P. M. Brown
Clerk

This Record is Continued on Page 557, this Book

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety three. Be it remembered that, heretofore, to-wit, on the 17th day of June A. D. 1893, Emma Williams filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Henry Williams to-wit:

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Petitioner Emma Williams, Plaintiff

Union County
Court of Common Pleas

6-5-94 Henry Williams, Defendant

The plaintiff says that she has been a resident of the State of Ohio for more than a year last past and is now a bonafide resident of Union County. That on the 13th day of August 1892, at Broadway, Ohio, she was married to the defendant whom she prays may be made a party hereto.

She further says that she has always been to him a faithful and obedient wife ready at all times to discharge any and all of the duties of a wife, but said defendant disregarding his duties to the plaintiff has been guilty of gross neglect of duty wholly neglecting to furnish the plaintiff any of the necessaries of life or a home in which to live and has abandoned her without any means of support whatever.

She therefore prays that upon the final hearing of this case she be granted a complete divorce from the defendant and that she be restored to her maiden name of Emma Jackson and for all proper relief in the premises.

Emma Williams

By her Attorney J. M. Kennedy.

And, at the same time, said Emma Williams filed the following Praecipe in the words and figures following:

Clerk: --- Issue summons and copy of petition to Sheriff Crawford County Ohio, for Henry Williams, indorsed divorce prayed for, gross neglect of duty charged.

Summons

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

6-5-94

The State of Ohio,

Union County, ss: To the Sheriff of Crawford County:

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

You will make due return of this summons on the 26th day of June A. D. 1893.

(Seals) Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 17th day of June A. D. 1893.
R. M. Leroy, Clerk.

And afterward, on the 26th 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:

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| Sheriff's Service | 60 |
| Return Copy | 30 |
| Milage | 2 72 |
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| Return | 30 |
| Total | 8 4 07 |

Received 3 o'clock P. M. on the 19th day of June A. D. 1893; and on the 21st day of June A. D. 1893, I served the same by handing to the within named Henry Williams a true copy thereof together with a copy of the petition.

L. F. Burk, Sheriff
By John Manshorn, Deputy.

Afterward, on the 13th day of September, A. D. 1893, an Entry was made on the Journal by the Clerk of said Court,

Emma Williams
vs.
Henry Williams

Journal 16, Page 427.

This day this cause came on to be heard on the petition of the plaintiff, the defendant being in default for answer and the Court after hearing the evidence and on consideration thereof find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than one year next preceding the same and was at that time a bona-fide resident of this County of Union and that the parties hereto were married as stated in said in said petition.

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

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Emma Williams and Henry Williams be and the same is hereby dissolved and both parties are released from the obligations of the same and that said Emma Williams be restored to her maiden name of Emma Jackson and recover her costs herein taxed at \$ 10.⁰⁰

Attest
R. W. Berry
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 22nd day of June A. D. 1893, D. W. Ayers filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Almada Browning, to-wit:

D. W. Ayers, Plaintiff
vs.
Almada Browning, Defendant

Court of Common Pleas,
Union County, Ohio.

Petition

65-56

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Petition

65-56

Defendant is indebted to plaintiff on a promissory note of which the following is a copy; there are no credits or endorsements thereon.

\$150.⁰⁰ Marysville, Ohio, March 10th, 1893.

Three months after date I promise to pay to D. W. Ayers or bearer the sum of one hundred and fifty dollars with interest at 8 per cent. for value received.

Almeda Browning.

There is due the plaintiff from the defendant on such note the sum of one hundred and fifty dollars which he claims with interest at 8 per cent. from March 10th, 1893 and for which sum with its said interest he asks judgment against the said defendant.

D. W. Ayers

Attorney for Plaintiff.

State of Ohio,
Union County, ss:

D. W. Ayers being first duly sworn says he is the plaintiff in the above entitled case, that the facts stated and allegations in his foregoing petition are as he believes true.

D. W. Ayers.

Sworn to before me and signed in my presence by D. W. Ayers this 21st day of June 1893.

(Seal)

J. L. Cameron

Notary Public.

And, at the same time said D. W. Ayers filed the following Praecipe, in the words and figures following:

Clerk: Issue Summons on the petition in the above case to the Sheriff of Union County Ohio for the defendant Almeda Browning returnable according to law.

Endorse: "Amount claimed \$150.⁰⁰ with interest at 8 per cent. from March 10th, 1893." D. W. Ayers.

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

Summons

65-56

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Almeda Browning that she has been sued by D. W. Ayers in the Court of Common Pleas of Union County, and must answer by the 22nd day of July 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 3rd day of July A. D. 1893.

Witness my hand and the seal of said Court, this 21st day of June A. D. 1893.

(Seal)

R. M. Leroy, Clerk.

And afterward, on the 26th day of June, 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

Sheriff's Return.

| | | |
|------------------|-------------|-----|
| Sheriff's Return | Ser. Return | 25 |
| Return | Mileage | 256 |
| | Copy | 13 |
| | Total | 279 |

Received this writ June 25th A. D. 1893 at 12 o'clock M. and served same by delivering a certified copy of this writ with the indorsements thereon to the within named Almeda Browning by leaving it at her usual place of residence on the 22nd day of June 1893.

Wm. H. Smodgrass, Sheriff

Indorsed: In action for Money Only. Amount claimed \$156⁰⁰ with 8 per cent. interest from March 10th 1893.

Entry
65-56

Afterwards, on the 12th day of September A. D. 1893, an entry was made on the Journal by the clerk of said Court.

D. W. Ayers
vs.

Journal 16, Page 424.

Almeda Browning

Now comes the plaintiff 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 there is due to the plaintiff on the note described in said petition the sum of one hundred and fifty dollars with interest at 8 per cent. from March 10th 1893.

It is therefore considered by the Court that the plaintiff recover from the said defendant the said sum of \$156⁰⁰ which said sum of \$156⁰⁰ shall bear interest at 8 per cent. from the first day of this term of said Court, to wit: September 11th 1893, and his costs herein expended taxed to \$--- and in default of payment herein for one day that execution issue therefor.

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 September, to wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 24th day of June A. D. 1893, Marcus Spigel, Surviving Partner filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William Otte, to wit:

Marcus Spigel, Surviving
Partner of the firm of
Dahlman, Spigel & Weil,
vs.
William Otte.

State of Ohio,
Court of Common Pleas.

Petition
65-58

Plaintiff says that he lives in the City of Buffalo, State of New York, that heretofore and at various times in the year 1889 the firm of Dahlman, Spigel and Weil at the special

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instance and request of William Otto sold and delivered to the said William Otto, goods, wares and merchandise consisting of cloths and tailors trimmings to the amount and of the value of five hundred and forty $\frac{3}{4}$ $\frac{17}{100}$ dollars, that no part of said sum has been paid excepting the sum of seven and $\frac{33}{100}$ dollars paid to apply on account of said purchase by return of merchandise; that there is now due and owing upon said account the sum of five hundred and thirty-three and $\frac{3}{4}$ dollars with interest thereon from January 1st, 1890, that said account is not secured by judgment or by any collateral security whatsoever.

That said firm of Dahlman, Spiegel and Neil was composed of Louis Dahlman Jacob M. Neil and Marcus Spiegel; that heretofore the said Louis Dahlman, and Jacob M. Neil departed their lives leaving the plaintiff, Marcus Spiegel the sole surviving member of said firm of Dahlman, Spiegel & Neil. That a copy of said account with all credits and indorsements is herewith attached marked "Exhibit A." That the bills of the several shipments of said goods, wares and merchandise are herewith attached marked Exhibit B, C, & D, respectively.

That the affidavit of Marcus Spiegel is herewith attached marked "Exhibit E."

Wherefore plaintiff asks judgment against the defendant William Otto in the sum of five hundred and thirty-three and $\frac{3}{4}$ dollars debt with interest thereon from the 1st day of January 1890 and his costs herein expended.

Burnham C. Bales,

Attorney for Plaintiff.

State of Ohio,
Union County, ss:

Burnham C. Bales being sworn says that he is the attorney for the plaintiff herein; that the said plaintiff is not a resident of the County of Union and State of Ohio but is a resident of the City of Buffalo, County of Erie and State of New York; and that he believes the facts stated and allegations made the plaintiffs petition are true.

Burnham C. Bales.

Subscribed and sworn to by the said Burnham C. Bales this 24th day of June 1893.

R. M. Croy, Clerk of Court.

Mr. William Otto, Marysville, Ohio.
To M. Spiegel, Buffalo, New York, Dr.

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"Exhibit A."

Buffalo, N. Y. Feby. 13th, 1889.
 Mr. William Otto, Marysville, Ohio.
 Bought of Dahlgren, Spiegel & Neil
 May 1st
 6 Months

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| Exhibit "B" | | | | | | | | 17521 |

Buffalo, N. Y. June 21st, 1889.
 Mr. William Otto, Marysville, Ohio.
 Bought of Dahlgren, Spiegel & Neil

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| Exhibit "C" | | | | | | | | |

Buffalo, New York July 24, 1889
 Mr. William Otto, Marysville Ohio.
 Bought of Dahlgren, Spiegel & Neil
 Oct. 1st
 6 Months

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State of New York
County of Erie
City of Buffalo

Marcus Spiegel, being duly sworn, deposes and says that he lives in the City of Buffalo aforesaid; that heretofore and at various times in the year 1889 the firm of Dahlman Spiegel & Weil, at the special instance and request of William Otte sold and delivered to the said William Otte, goods, wares and merchandise consisting of cloths and tailor's trimmings to the amount and of the value of five hundred forty and $\frac{67}{100}$ dollars, that no part of said sum has been paid excepting the sum of seven and $\frac{83}{100}$ dollars paid to apply on account of said purchases by return of merchandise; that there is now due and owing upon said account the sum of five hundred thirty-three and $\frac{83}{100}$ dollars with interest from January 1st, 1890; that said account is not secured by judgment or by any collateral security whatsoever.

That said firm of Dahlman Spiegel & Weil was composed of Louis Dahlman, Jacob M. Weil departed their lives, leaving deponent the sole surviving member of said firm of Dahlman, Spiegel & Weil.

Marcus Spiegel

Sworn to before me this 16th day of June, 1893.

(Seal)

Edward C. Jellinek,

Notary Public in and for Erie Co.

And, at the same time Marcus Spiegel filed the following Praecipe in the words and figures following:

To Clerk: Issue Summons upon the petition in the above case returnable according to law. Indorse: "Amount claimed \$533.⁸³ with interest from January 1st 1890, for the defendant William Otte.

Burnham C. Bales,
Attorney for Plaintiff.

And thereupon, on the 24th day of June A. D. 1893, a Summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio.

Summons Union County

To the Sheriff of Union County:

60-58 You are hereby commanded to notify William Otte that he has been sued by Marcus Spiegel, Surviving Partner of the firm of Dahlman, Spiegel & Weil in the Court of Common Pleas of Union County, and must answer by the 22nd day of July 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 3rd day of July A. D. 1893.

Witness my hand and the seal of said Court, this 24th day of June A. D. 1893

Seal

day of June A. D. 1893

R. M. Leroy, Clerk

Indorsed: "In action for Money. Amount claimed \$533.⁸³ with interest from January 1st 1890.

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Sheriff's Return

And afterward, on the 26th day of June A. D. 1893, the Sheriff of said County returned said Summons to the Clerk's Office in said County which return is as follows:

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| Sheriff's Return | 50 |
| Mileage | 32 |
| Copy | 13 |
| Total | \$ 97 |

The State of Ohio. Union County Sheriff's Return

Received this writ June 24th, A. D. 1893, at 1 o'clock P. M. and served same by delivering a true copy of this writ with the indorsements thereon to the within named William Otte personally on the 24th day of June 1893.

Wm. A. Smidgrass, Sheriff.

Entry

Afterward, on the 15th day of September A. D. 1893, an entry was made on the Journal by the Clerk of said Court, to wit: Marcus Spiegel Surviving Partner vs. William Otte Journal 16, Page 424.

6558

This day this cause was submitted to the Court by the plaintiff and the Court finds that the said defendant has been duly served by summons and is in default for answer or demurrer to the petition herein; the petition is taken as confessed by him. Wherefore it is adjudged by the Court that the said plaintiff Marcus Spiegel, Surviving Partner vs. recover against the said William Otte the sum of (\$651.56) six hundred and fifty-one and ⁵⁶/₁₀₀ dollars to draw interest at the rate of six per cent. per annum from the first day of the present term of this Court, to wit: September 11th, 1893 together with his costs in this behalf incurred taxed at \$--.

Attest
A. M. Brown
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of September, to wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 7th day of July A. D. 1893, Eliza L. Henry filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Hiram Henry, to wit:

Petition

Eliza L. Henry, Plaintiff
vs.
Hiram Henry, Defendant

Union County, Ohio,
Court of Common Pleas.

6561

The plaintiff says she has been a resident of the State of Ohio, for more than a year last past and is now a bona fide resident of said County of Union. That on the 7th day of January A. D. 1891, she was married to the defendant at the County of Champaign, Ohio. That immediately after

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the marriage and against the plaintiffs wish or consent the defendant abandoned her and refused to live with the plaintiff and has ever since refused to live with her and by reason of said refusal of said defendant to do his duty by the plaintiff and live with her as he had promised and agreed to do she was and became insane and deranged and was for a year or more wholly disqualified to care for herself at all, and had to have constant care and attention of some one.

Said defendant entirely refused and neglected to care for or support her the plaintiff and was thereby guilty of gross neglect of duty. She further says that her health is now very bad, she is often wholly unable to labor: that said defendant is worth in real and personal property about \$2000.⁰⁰ dollars.

She therefore prays that upon the final hearing of this petition she be granted a complete divorce from the defendant and that she have reasonable alimony out of his estate and that she be restored to her maiden name of Eliza L. Hubbard, and for all relief in the premises that is just and equitable.

Eliza L. Henry,
By J. M. Kennedy, Attorney.

And, at the same time Eliza L. Henry filed the following Praecipe, in the words and figures following:

To the Clerk: Issue Summons and copy of petition and copy of motion and notice to Sheriff Clark County, Ohio, for Hiram Henry, indorsed, "Divorce and Alimony and restoration to maiden name prayed for."
J. M. Kennedy,
Attorney for Plaintiff.

And thereupon, on the 7th day of July 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 ss: To the Sheriff of Clark County:
You are commanded to notify Hiram Henry that Eliza L. Henry has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with gross neglect of duty, and asking that she be divorced from him and that she be 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 18th day of July A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 7th day of July A. D. 1893.
R. M. Gray, Clerk.

"Divorce & Alimony"
And afterward, on the 13th day of July A. D. 1893, the Sheriff of said County returned said Summons to the Clerk's Office

Praecipe

65-61

Summons

65-61

(Seal)

Sheriff's Return
 in said County which return is as follows:
 Received 10 o'clock A. M. on the 8th day of July A. D. 1893
 and on the 11th day of July A. D. 1893, I served the same by de-
 livering to him personally a true copy thereof with all the in-
 -dorsements thereon and on the same day I served by deliver-
 ing to him personally the petitions in this case.
 T. E. Cott, Sheriff
 By Geo. L. Pearson, Deputy.

Motion
 6561
 Elizabeth Henry, Plaintiff
 vs.
 Hiram Henry, Defendant
 Union County, Ohio,
 Court of Common Pleas.
 Afterward, on the 7th day of July A. D. 1893, a motion
 was filed with the Clerk of said Court, to wit:
 Now comes the plaintiff and moves the Court here for
 an allowance of alimony pending the suit in the above case
 said motion will be supported by affidavits and otherwise.
 Said motion will be for hearing on the 24th day of July
 1893 at the Office of John A. Price at his Office at Bellefontaine,
 Ohio, County of Logan.
 J. M. Kennedy,
 Attorney for Plaintiff.

Entry
 6561
 Elizabeth Henry
 vs.
 Hiram Henry
 Journal 16, Page 417.
 Afterward, on the 24th day of July A. D. 1893, an Entry
 was made on the Journal by the Clerk of said Court:

This day this cause came on for hearing at Chambers
 at Bellefontaine, Ohio, on motion of plaintiff for an allowance of
 alimony pending suit. Upon consideration whereof it is
 ordered and decreed that the said defendant Hiram Henry do
 pay to the plaintiff Eliza Henry as and for alimony pendente
 lite the sum of \$100.⁰⁰ as follows: to wit: \$50.⁰⁰ in 30 days from
 this date; and \$50.⁰⁰ in 60 days from this date, and that in
 default of payment execution issue as upon judgment at law.
 This order to be entered on the Journal of the Court of
 Common Pleas of Union County.
 Done at Chambers at Bellefontaine, Ohio, this 24th day
 of July, 1893.
 John A. Price, Judge of
 Court of Common Pleas.

Entry
 6561
 Elizabeth Henry
 vs.
 Hiram Henry
 Journal 16, Page 428
 Afterward, on the 13th day of September A. D. 1893, an
 Entry was made on the Journal by the Clerk of said Court

This day this case came on for hearing on the petition
 and exhibits of the plaintiff, the defendant being in default for
 answer or demurrer and the Court after hearing the evidence
 do find for the plaintiff as follows, to wit: That said plaintiff
 had been a resident of the State of Ohio for more than a year
 last past and was at the time a bona-fide resident of Union
 County.
 The Court further finds from the evidence adduced

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Petition
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The defendant has been guilty of gross neglect and that by reason thereof the plaintiff is entitled to a divorce as prayed.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the parties the said Eliza Henry and Hiram Henry be and the same is hereby dissolved and both parties released from the obligations of the same and that the plaintiff be restored to her maiden name of Eliza L. Hubbard.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of four hundred dollars in addition to that already allowed as alimony pending suit and the same is made a lien upon all of the real estate of said defendant.

And in default of payment within ten days from this date Execution is allowed to issue therefor and for costs herein taxed at \$---

Attest
A. M. Crosby
Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of term of September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 10th day of July A. D. 1893 Nancy J. M. Tierman filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Frank Tierman

Petition
6563
Nancy J. M. Tierman, Plaintiff
or
Frank Tierman, Defendant
vs
The Court of Common Pleas
Union County, Ohio.

The plaintiff says: She has been a resident of the State of Ohio for more than the year last past and she is now a bona fide resident of said County of Union. On the 22nd day of April 1884 she was married to the defendant. There is one child living the result of said marriage, it is a male child aged 8 years and is called James. It has always been cared for by the plaintiff. Regardless of his marital duties the defendant has been guilty of wilful absence from the plaintiff for more than three years last past. The plaintiff has always conducted herself as a faithful wife.

Plaintiff prays that she may be divorced from the defendant and have the custody of said child.

Nancy J. M. Tierman
By J. L. Cameron, her Attorney.

Affidavit

6563

Afterward, on the 10th day of July A. D. 1893, an Affidavit for Publication was filed with the Clerk of said Court, to wit:

Nancy J. M. Tiernan

vs.

Frank Tiernan

In Union County Court of Common Pleas.

The State of Ohio, Union County, ss:

The plaintiff Nancy J. M. Tiernan being first duly sworn says that she has commenced an action in the above named Court against the said Frank Tiernan for divorce and that she has used due and reasonable diligence to ascertain the place of residence and P. O. address of said Frank Tiernan, but both his residence and post office are to affiant wholly unknown.

Said Frank Tiernan disappeared about five years ago and has concealed his place of residence from plaintiff ever since.

Plaintiff desires to make service on him by publication and further saith not.

Mrs. Nancy J. M. Tiernan.

Sworn to before me and signed in my presence this 10th day of July 1893. J. T. Arthur, Notary Public.

(Seal)

Proof of Publication

Afterward, on the 30th day of August A. D. 1893, a Proof of Publication was filed with the Clerk of said Court Divorce Notice

Frank Tiernan, whose residence is unknown will take notice that on the 10th day of July 1893 Nancy J. M. Tiernan filed her petition against him in the Court of Common Pleas of Union County, Ohio, praying for a divorce from the said Frank Tiernan, on the grounds of willful absence for more than three years, and for the custody of their minor child.

Said petition will be for hearing at the September term of the said Court A. D. 1893.

The State of Ohio, Union County, ss:

J. L. Cameron, Attorney for Plaintiff.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with July 12th 1893.

W. O. Shearer.

Sworn to and subscribed before me this 30th day of August 1893. (Seal) R. M. Brody, Clerk.

Afterward, on the 13th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court Nancy J. M. Tiernan

vs.

Frank Tiernan

Journal 16, Page 427.

Entry

6563

This day came this cause on to be heard upon the petition and the evidence; on consideration whereof the Court being fully advised in the premises finds that the

Motion

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defendant has been duly and legally notified of the filing and pendency of this petition.

The Court further finds that the plaintiff has been a resident of the State of Ohio, for more than a year next before the filing of her petition and was at the time of filing the same a bona fide resident of said County of Union and that the parties hereto were married as in said petition set forth. The Court further finds upon the evidence adduced, that the defendant has been guilty of willful absence for more than three years next before the filing of said petition and that by reason thereof the plaintiff is entitled to a divorce as prayed.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Nancy J. M. Guinan and Frank Guinan be and the same is hereby dissolved and both parties released from the obligations of the same.

It is further ordered that the custody care, education and control of said child be and the same is confided to the plaintiff.

And the defendant is enjoined from interfering in any manner with said child or the custody and control thereof. It is further ordered that the plaintiff recover of the defendant her costs herein expended.

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 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 26th day of July A. D. 1893 Andrew Sabine 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 Hylas Sabine et al, to-wit:

Motion

6567

Andrew Sabine, Plaintiff
vs.
Hylas Sabine and Hannah
Houston Executrix under Will
of the estate of John F. Sabine Decd.
Defendants

Court of Common Pleas
Union County.

Motion for Conditional Order
of Revivor of Dormant Judgment.

Andrew Sabine the above named plaintiff, moves herein for the allowance of a conditional order of revival of the judgment rendered in this action in favor of W. W. Woods, and afterwards for value received assigned by said W. W. Woods to this plaintiff, and against the said defendants at the February term A. D. 1879, of said Court, to wit: on the 11th day of February A. D. 1879 for the sum of ten hundred eight ⁷⁴/₁₀₀ (\$1008.⁷⁴) dollars, and (\$4.⁰⁰) four dollars costs, increase costs \$6.⁷⁰ with interest at the rate of 8 per cent. per annum from the 11th day of February A. D. 1879, which judgment is wholly unsatisfied and upon which no execution has been sued out since the 4th day of October A. D. 1880.

Said order to be for the sum of \$1008.⁷⁴ with interest from the 11th day of February A. D. 1879, costs \$4.⁰⁰ and increase costs \$6.⁷⁰.

D. T. Arthur.

Attorney for Plaintiff.

Afterward, on the 26th day of July A. D. 1893, an Entry was made on the Journal by the clerk of said Court, to wit: Andrew Sabine, Plaintiff

Entry

vs.

Haylas Sabine & Hannah Houston Executrix under the Will of the estate of John F. Sabine Decd

Conditional Order of Revivor of Dormant Judgment

Defendants

In this cause, on the motion of said plaintiff, 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 \$1008.⁷⁴ dollars, and \$4.⁰⁰ costs, increase costs \$6.⁷⁰ with interest at 8 per cent. from the 11th day of February A. D. 1879.

It is therefore ordered that said Haylas Sabine and Hannah Houston, as Executrix under Will of the estate of John F. Sabine, deceased, 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 26th day of August A. D. 1893, and in default of such showing, that said judgment do stand revived for said sums of money.

Witness my signature and the seal of said Court this 26th day of July A. D. 1893.

John A. Price, Judge of Court of Common Pleas.

The State of Ohio
Union County

We, the undersigned named as parties defendant in the foregoing named action hereby waive the issuing and service of process upon us in the action, and enter our appearance to the same July 28th, 1893,

Haylas Sabine

Hannah Houston as Executrix under Will of the estate of John F. Sabine, Deceased.

Entry

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Entry

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Afterward, on the 11th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Andrew Sabine

vs.

Haylas Sabine et al

Journal 16. Page 422.

This day this cause came on to be heard by the Court and the Court, finding that said defendants have (each and every of them) been duly served with a copy of the Conditional Order of Revivor heretofore issued herein, and have failed and still fail 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 ten hundred and eight and ¹⁰/₁₀₀ (\$1008.¹⁰) dollars and four (²⁰/₁₀₀) dollars costs, increase costs \$6.⁷⁰ with interest at the rate of 8 per cent. per annum be, and the same doth stand revived against the said Haylas Sabine and Hannah Houston, Executrix of estate of John F. Sabine, deceased, and every of them; and that the plaintiff recover against them, jointly and severally, his costs in and about this proceeding of revivor, incurred and expended taxed at \$-

Attest

A. M. Crow
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 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that heretofore to wit, on the 20th day of June A. D. 1892, John G. Wallace filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Morris W. Hill, to wit:

John G. Wallace, Plaintiff

Court of Common Pleas,
Union County, Ohio.

vs.

Morris W. Hill, Defendant

Petition

6395

The plaintiff says that upon the -- day of February 1890, he with one Joseph Darling entered into a written contract with the defendant, a copy of said contract being hereto annexed marked Exhibit "A." and made a part of this petition, whereby and by the terms of which, said plaintiff and said Darling were to convey to the defendant a certain stock of general merchandise and general store fixtures which were then located and situate in the village of Peoria in

Union County, Ohio, and to pay the sum of about \$87.⁰⁰ interest on a mortgage lien upon certain lands and the taxes amounting to \$25.⁰⁰ then due on said lands, then moved by the defendant, and that said defendant was to convey to the plaintiff and said Wallace, one hundred and thirty-one acres of land situate in said Union County, subject to a mortgage lien thereon amounting to \$2500. which the plaintiff and said Darling agreed and assumed to pay and discharge as a part consideration of said contract, but otherwise clear and free of dower or other incumbrance. And the defendant by the terms of said contract was to execute and deliver to said Wallace and Darling his promissory note for the sum of one thousand dollars.

Plaintiff says that after the execution of said contract he became the owner of said Darling's interest therein and that upon the execution of said contract and agreeably to the terms thereof and upon the request and demand of the defendant, he and said Darling delivered to the defendant said stock of general merchandise and store fixtures and that the plaintiff has always been ready and willing to pay said interest and taxes and mortgage lien heretofore referred to but the defendant refused to permit him or said Darling so to do.

And the plaintiff says that after defendant succeeded in getting possession of said stock of merchandise and store fixtures, defendant refused, failed and neglected and has ever since refused failed and neglected to carry out all or any of the provisions and terms of said contract by him to be performed and has wholly refused and failed and still refuses and fails to convey said real estate to plaintiff and said Darling or to execute said note and has wholly refused and neglected to pay to the plaintiff his damages sustained by the defendant's refusal to comply with the terms of said contract except the sum of three hundred dollars thereon and by reason of the premises the plaintiff has sustained damages in the sum of \$340 dollars for which sum as damages with interest thereon plaintiff prays judgment against the defendant and for proper relief.

John H. Wallace
 By J. L. Cameron and
 J. P. Eichelberger his Attorneys.

The State of Ohio,
 Champaign County, ss:

J. L. Cameron being by one first duly sworn says he is one of the attorneys of the plaintiff duly empowered in the premises; that said plaintiff is a non-resident of and now absent from Union County, Ohio, and that he believes the facts stated in the foregoing petition are true.

J. L. Cameron.
 Sworn to before me by J. L. Cameron and by him signed in my presence this 25th day of June A. D. 1892.
 (Seal) R. M. Leroy, Clerk of Courts

Answer
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And, at the same time John G. Wallace filed the following praecipe, in the words and figures following:
To the Clerk: Please issue Summons for the defendant to Sheriff of Union County returnable according to law, indorsed plaintiff prays judgment against the defendant for the sum of \$33.40 and interest as damages, costs of suit and other relief.

J. L. Cameron
J. F. Eichelberger, Attorneys for Plaintiff.

And thereupon on the 2^d day of July A. D. 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 M. W. Hill that he has been sued by John G. Wallace in the Court of Common Pleas of Union County, and must answer by the 30th 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 11th day of July A. D. 1892.

Witness my hand and the seal of said Court, this
(Seal) 2^d day of July, A. D. 1892.

R. M. Croly, Clerk.

Indorsed: "In action for money. Amount \$33.40. and interest as damages, costs of suit and other relief."

And afterward, on the 7th day of July A. D. 1892, the Sheriff of said County returned said Summons to the Clerk's Office in said County which return is as follows:

Sheriff's Return

| | |
|-------------|---------|
| Ser. Return | \$ 30 |
| Mileage | 3 20 |
| Copy | 20 |
| Total | \$ 3 70 |

The State of Ohio,
Union County | Sheriff's Return
Received this writ July 2^d A. D. 1892 at 10 o'clock A. M. and served same by leaving at the usual place of residence of the within named M. W. Hill, a true and certified copy of this writ with the indorsements thereon on the 5th day of July 1892.
Thomas Martin, Sheriff.

Afterward, on the 20th day of September A. D. 1892, an Answer was filed with the Clerk of said Court, to wit:

Answer

John G. Wallace Plaintiff
vs.
Morris W. Hill Defendant | Court of Common Pleas
Union County, Ohio.

The defendant for answer says: He admits the signing of the contract, and that he refused to carry out the provisions thereof, but says he did so relying upon the representations of the plaintiff to the effect that said stock of goods was mostly new, was not shop worn and was worth at least four thousand dollars, and would invoice more than that amount at cost prices all of which representations were false and untrue and plaintiff then and there knew

them to be false and untrue, but made the same for the purpose of deceiving and defrauding defendant and inducing him to sign said contract and make said trade. That said stock of goods was not new and clean and was not worth more than the sum of nine hundred and twenty dollars which plaintiff knew. That at the time of making said contract defendant was sick, was suffering from severe pains in the head and was totally unable and incompetent to make and enter into said contract all of which the plaintiff then and there knew, but which he sought to take advantage of.

Defendant further avers that immediately upon the discovery of said fraud, to wit: about three days after the signing of said pretended contract he notified plaintiff and said Darling that he would rescind the same on the grounds of said fraud and incompetency.

Defendant denies that he demanded or took possession of said stock or that he received anything whatever from said plaintiff or said Darling under or by virtue of said writing. Defendant also denies that said plaintiff became the owner of said Darlings interest as stated in the petition or that he ever was or is the owner thereof.

Defendant also denies that plaintiff has any interest whatever in said pretended contract. Defendant further avers that said pretended contract was annulled by said Darling while he was still a partner of said plaintiff more than two years ago when said Darling bargained a portion of said stock to other parties.

Defendant further avers that about the 20th day of September 1890 suit was brought in this Court by O. W. Wells et al. against said plaintiff and Darling and defendant being cause N^o 6064 in which said O. W. Wells et al. claimed to be creditors of said plaintiff and Darling and asked the appointment of a Receiver for said stock of goods; that said plaintiff was duly summoned in said case and judgment and decree was had against him, and the Receiver advertised and sold said stock of goods as the property of said plaintiff and said Darling and made his report to this Court which was duly confirmed and said Court ordered the proceeds to be applied upon the debts and to the creditors of plaintiff and said Darling all of which was done with full knowledge and without protest of plaintiff. And plaintiff and said Darling received the full benefit and proceeds of said stock less the costs in the manner above stated and plaintiff is now estopped from making any claim against debt under said pretended contract.

Defendant denies each and every other allegation in said petition contained and not herein specifically admitted wherefore he asks that he may go hence and recover his costs.

D. W. Ayers
Gardiner & Millar, Attorneys for Defendant.

motion
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Entry
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State of Ohio,
Union County ss:

M. W. Hill being sworn says the facts and allegations in the foregoing answer are true as he believes.

M. W. Hill,

Sworn to and subscribed before me this 20th day of September 1892.

Joseph Conner, J. C.

Afterward, on the 12th day of December A. D. 1892, a motion was filed with the clerk of said court, to wit:

John G. Wallace, Plaintiff

vs.

Morris W. Hill, Defendant.

Court of Common Pleas
Union County, Ohio.

motion

6393-

And now comes the plaintiff and moves the court to strike from the petition on the first page thereof the following words: "That at the time of making said contract defendant was sick, was suffering from severe pains in the head and was totally unable and incompetent to make and enter into said contract, all of which the plaintiff then and there knew, but which he sought to take advantage".

Defendant further moves to strike out from the answer as redundant, irrelevant and prejudicial matter all the averments of the second page of said answer beginning with the words "defendant avers further that on the 20th of September 1890 suit was brought in this court by O. W. Wells" and ending with the words "and said plaintiff and said Darling received the full benefit and proceeds of said stock, less the costs, in the manner above stated." And also to strike out the following words "the plaintiff is now estopped from making any claim from the said pretended contract."

The plaintiff moves the court for an order, if said motions above named be denied, upon the defendant separately to state and number his several defenses to the petition.

J. L. Cameron

Warnock & Eichelberger, Attorneys.

Afterward, on the 29th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said court.

John G. Wallace

vs.

Morris W. Hill

Journal 16, Page 454.

Entry

6393-

This day came the parties and settled this cause as follows: The defendant agreed to pay to the plaintiff the sum of sixty-two $\frac{5}{100}$ dollars and pay the cost of this cause in full settlement of all claims made in the petition and that judgment for that sum and cost should be entered and the plaintiff agreed to accept said sum and cost in full of all claims made in the petition.

It is therefore considered, ordered and adjudged by the court that the plaintiff recover of the defendant the said sum of sixty-two $\frac{5}{100}$ dollars and his cost herein expended.

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred & ninety three.

Be it remembered that, heretofore, to-wit, on the 4th day of August A. D. 1893, Armindia Stout filed in the Clerk's Office of the said Court of Common Pleas the following Petition against C. L. Stout, to-wit:

Petition

6570

To the Court of Common Pleas within and for the County of Union and State of Ohio.

Your petitioner Armindia Stout of the said County of Union represents she has been a resident of the said County of Union all of her life-time and is now and has been for the year last past a resident of the State of Ohio and in said County of said State.

Your petitioner further represents that on or about the 30th day of October A. D. 1888 at Richwood in the County of Union and State of Ohio, she was married to one C. L. Stout (whom she prays may be made a party defendant to this petition) And that she always conducted herself toward her said husband as C. L. Stout as a faithful and obedient wife yet the said petitioner avers that the said defendant disregarding his duties of a husband toward your petitioner has been guilty of habitual drunkenness for the three years last past.

Your petitioner further represents that the defendant is a man of vicious, vulgar habits and was and has been guilty of gross neglect of his marital duties toward your petitioner.

Your petitioner therefore prays that the said C. L. Stout may be notified of the filing of this petition according to law that he may be required to answer the same and that on the final hearing of this cause she may be divorced from the said C. L. Stout and for such other and further relief as the nature of her case and equity may require.

Armindia Stout

By C. B. Mather, her Attorney.

The State of Ohio,
Logan County, ss:

Armindia Stout being duly sworn says that the facts stated and allegations in the foregoing petition are true as she verily believes.

Armindia Stout.

Sworn to before me and subscribed to in my presence this first day of August A. D. 1893.

Peter M. Keller, Notary Public, in and for Logan County, Ohio, as aforesaid.

Summons

6570

Summons
The State
of Ohio

Armindia Stout
Court of
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(Seal)

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Summons

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And thereupon, on the 4th day of August A. D. 1893, a
Summons 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 C. L. Stout that
Armindia Stout has filed in the office of the Clerk of the
Court of Common Pleas of Union County, and State of
Ohio, (a true copy of which is herewith delivered to you to
be served on him), charging him with habitual drunk-
enness 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 14th day of August A. D. 1893.

Witness my signature as Clerk of our said Court
of Common Pleas, and the seal of said Court
at Marysville this 4th day of August A. D. 1893

(Seal)

R. Milerory, Clerk.

Sheriff's
Return

6570

Afterward, on the 10th day of August A. D. 1893, the Sheriff
of said County returned said writ to the Clerks Office in said
County which return is as follows:

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|---------|------|
| Service | 50 |
| Copy | 15 |
| Mileage | 5 45 |
| Return | 25 |
| Total | 6 35 |

Received 10 o'clock A. M. on the 7th day of August A. D.
1893, and on the 10th day of August A. D. 1893, I served the
same by handing a true copy thereof with the indorse-
ments thereon with a copy of the petition to the within
named C. L. Stout personally.

Entry

6570

Afterward, on the 25th day of September, A. D. 1893, an Entry
was made on the Journal by the Clerk of said Court, to wit:

Armindia Stout

vs.

C. L. Stout

Journal 16, Page 447.

Now comes the plaintiff, the defendant having been
duly served with summons and a copy of the petition
hereto and having failed to appear the Court find him
in default for demurrer and answer 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 adduc-
ed that the defendant has been guilty of habitual drunkenness
for three years last past, and of gross neglect of duty as charg-
ed in said petition and that by reason thereof the plaintiff
is entitled to divorce as prayed for.

It is therefore ordered and adjudged by the Court that
the marriage contract heretofore existing between the said

Arminia Stout and L. B. Stout be and the same are hereby dissolved, and both parties are released from the obligations of the same.

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 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that heretofore, to-wit, on the 7th day of August A. D. 1893, Sarah E. Poling filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Thomas J. Poling, to-wit:

Petition

Sarah E. Poling, Plaintiff
or
Thomas J. Poling, Defendant. | Court of Common Pleas,
Union County.

6574

The plaintiff alleges: - 1st That she has been a resident of the State of Ohio for the year last past, and is at present a bona fide resident of the said County of Union.

2^d: That on the 15th day of July 1889, at Broadway in the County of Union and State of Ohio, she was married to defendant, and has ever since conducted herself toward said defendant as a faithful, chaste, and obedient wife.

3^d: The defendant disregarding his duties as a husband, on the 15th day of July 1889, (being the day of said marriage) willfully deserted the plaintiff, and for more than three years last past, has been willfully absent from her without a reasonable or just cause.

4^d: There being one child, Lealie Odessie Poling of the age four years as the issue of said marriage.

5^d: The plaintiff further represents that said defendant is a man of vicious and vulgar habits, and is wholly unfit to be intrusted with the care, custody and education of children.

6^d: The plaintiff therefore prays that she may be divorced from said defendant, and that she may be given the custody of said child, and that she may have such other relief as equity may require.

F. A. Thompson, Plaintiff's Attorney.

And, at the same time said Sarah E. Poling filed the following Praecipe, in the words and figures, to-wit:

To Clerk: Issue Summons upon the petition in the above case directed to the Sheriff of Champaign County returnable according to law.

F. A. Thompson, Attorney for Plaintiff.

Summons

6574

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Sheriff's
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And thereupon on the 7th day of August A. D. 1893, a Summons in the following words and figures was issued in said cause indorsed as follows:

The State of Ohio.

Union Countyss: To the Sheriff of Champaign County:

Summons

You are commanded to notify Thomas J. Poling that Sarah E. Poling 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 absence, and asking that she be divorced from him, and that she be decreed the custody of child and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

6574

You will make due return of this summons on the 21st day of August A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 7th day of August A. D. 1893.
R. W. Leroy, Clerk.

(Seal)

Sheriff's Return

And afterward, on the 18th day of August A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6574

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|---------|--------|
| Service | 25 |
| Copy | 12 |
| Mileage | 256 |
| Return | 25 |
| Total | \$3 18 |

Received 9 o'clock A. M. on the 8th day of August A. D. 1893, and on the 12th day of August A. D. 1893, I served the same by handing the within named Thomas J. Poling a true copy of this writ. And at the same time I served him with a copy of petition filed in this case.
R. N. Miller, Sheriff.

Entry

Afterward, on the 28th day of September, A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Sarah E. Poling vs. Thomas J. Poling | Journal 16, Page 452.

6574

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

The Court also find that the plaintiff was at the time of filing her petition a bona-fide resident of this County of Union.

The Court find from the evidence that the defendant has been guilty of gross neglect of duty and willful absence for more than three years last past, and that by reason thereof the plaintiff is entitled to divorce as prayed for.

It is therefore ordered and adjudged that the marriage contract heretofore existing between the said Sarah E. Poling and Thomas J. Poling be, and the same is hereby

dissolved and both parties are released from the obligations of the same. It is further ordered that the plaintiff pay the costs of this action.

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 September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 10th day of August A. D. 1893, Catherine Newhouse filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Owen Newhouse to-wit:

Petition
6576
Catherine Newhouse, Plaintiff
vs.
Owen Newhouse, Defendant
Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff Catherine Newhouse and says that she is an actual resident of the said County of Union, and that she has been a bona-fide resident of the State of Ohio, and County aforesaid continuously for one year last past.

That she and the defendant Owen Newhouse were married to each other on or about the 10th day of December 1889 at Marysville Ohio. And to said marriage was born one son Frederick Newhouse aged three years. That she has always conducted herself as a true and faithful wife to said Owen Newhouse.

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

The defendant has been guilty of gross neglect of duty in refusing to provide for her either food, clothing or shelter during the entire time of their marriage.

The plaintiff asks she be adjudged and decreed a divorce from her said husband Owen Newhouse and that the bonds of their said marriage may be absolutely dissolved; that she be decreed the custody of their said minor child subject to the reasonable right of said Owen Newhouse to visit him as may be decreed by the Court.

A. H. Kollfrath
Attorney for Plaintiff.

And, at the same time said Catherine Newhouse filed the following Praecipe, in the words and figures following:
To Clerk: Issue Summons to Sheriff of Union County, Ohio, upon the petition in the above case indorse "Divorce, custody of minor child, and copy of petition returnable according to law."
A. H. Kollfrath, Attorney

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And thereupon, on the 10th day of August A. D. 1893, a Summons in the following words and figures was issued in said cause in-
dorsed as follows:

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

6576

You are commanded to notify Owen Newhouse that Catharine Newhouse 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 willful absence and asking that she be divorced from him, and that custody of minor child and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this Summons on the 21st day of August A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Marysville this 10th day of August A. D. 1893.

R. W. Leroy, Clerk.

And afterward, on the 14th day of August A. D. 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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|---------|----|-----|
| Service | \$ | 50 |
| Copy | | 15 |
| Mileage | | 96 |
| Return | | 25 |
| Total | \$ | 186 |

Received 4 o'clock P. M. on the 10th day of August A. D. 1893, and on the 12th day of August A. D. 1893, I served the same by leaving a true copy thereof with the indorsements thereon with a copy of the petition at the usual place of residence of the within named Owen Newhouse. Wm. G. Snodgrass, Sheriff.

Entry

6576

Afterward, on the 28th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Catharine Newhouse

vs.

Owen Newhouse

Journal 16, Page 451.

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default and the Court having heard all the proof and evidence adduced by the parties respectively, and the arguments of counsel; and being fully advised in the premises doth find that the said defendant Owen Newhouse is guilty of wilfully absent for more than three years last past and gross neglect of duty, and that all and singular the facts alleged in the petition are true.

Whereupon by reason of said admissions on the part of said Owen Newhouse, the said Catherine Newhouse is granted an absolute divorce from her said husband and the said marriage between them annulled.

Ordered and adjudged further that the said Catherine Newhouse have and keep the custody of said minor child aged 3 years. And it is further adjudged that the said

plaintiff pay costs of this action.

Attest
A. M. Crony
Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the term of September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 14th day of September A. D. 1893, Dyer Reed, Agent, filed in the Clerk's Office of the said Court of Common Pleas the following Petition in Cognovit against Jacob M. Fisher, to-wit:

The State of Ohio,
Union County, ss: In the Court of Common Pleas.
Dyer Reed, Agent, Plaintiff
vs.
Civil action for money only.
Jacob M. Fisher, Defendant

Petition
6601

Dyer Reed the above named plaintiff says that there is due to him from Jacob M. Fisher, defendant, on a promissory note made by the defendant dated the 17th day of March A. D. 1890, which note, with the warrant of attorney thereto annexed, is hereto attached, the sum of one hundred and ninety-nine and ²/₁₀₀ dollars with 8 per cent. interest thereon payable annually from the 19th day of April A. D. 1890. The plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid, except a credit of \$15.⁰⁰ May 6th 1890, and a credit of \$40.³⁷ September 12th 1890.

Whereupon, the plaintiff asks judgment against said defendant for the sum of one hundred and ninety-nine and ²/₁₀₀ dollars with 8 per cent. interest payable annually from the 19th day of April A. D. 1890 subject to said payments aforesaid.

John M. Brodrick,
Attorney for Plaintiff.

The State of Ohio,
Union County, ss: John M. Brodrick, the duly authorized attorney of the above named plaintiff being duly sworn, says that he believes the statement in the foregoing petition to be true.

He further says that this action is founded upon a written instrument for the payment of money only, which written instrument is now in affiant's possession.

John M. Brodrick,
Subscribed by John M. Brodrick in my presence, and sworn to by him before me, this 14th day of September A. D. 1893
R. McLeroy
Clerk.

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\$ 189.²⁰ Milford Centre, Ohio, Mch. 17th 1890.
Thirty days after date, as principal debtors, we jointly and severally promise to pay to the order of Dyer Reed Agent One hundred and ninety-nine ²⁰/₁₀₀ dollars for value received.

And we hereby dispense with demand of payment of this note, and authorize any attorney-at-law to appear for us, or either of us, at anytime after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us or either of us, in favor of the holder or holders of this note, for the amount of said note with eight per cent. interest payable annually after the same shall become due together with costs of suit, and release all errors and waive all right of appeal in this behalf. Witness our hands and seals this 17th day of Mch. 1890.

Jacob M. Fisher.

Endorsed: "Paid \$10⁰⁰ May 6th 1890: "Paid \$40⁰⁰ Sept. 12th 1890.
Dyer Reed, Agent

Answer

vs.
Jacob M. Fisher

In Court of Common Pleas
Union County, ss:

6601

And now comes Jacob M. Fisher the above named defendant, by the undersigned his Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition and against the above named defendant for the sum of one hundred and eighty-nine dollars and thirty-two cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendants right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case is hereby waived.

September 14th A. D. 1893.

J. L. Cameron,

Attorney for Defendant.

Dyer Reed, Agent

Journal 16. Page 430.

Entry

vs.
Jacob M. Fisher

6601

This day came the plaintiff by his Attorney, and thereupon came J. L. Cameron one of the attorneys of record of this Court, who by virtue of a warrant of Attorney duly executed and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiffs petition, the sum of \$189.³²

It is therefore considered that said plaintiff do recover of said defendant the said sum of \$189.³² so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney

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all errors are released, and all right of appeal, and all right to file a petition in error are waived.

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 September, A.D. 1893, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to wit, on the 14th day of September A.D. 1893, the following Transcript was filed with the Clerk of said Court, to wit:

The State of Ohio,
Union County ss:
D. H. Southard Admr. of
John Penhollow, Decd.

Before John Bonham, J. P.
in & for Washington Township
Union County, Ohio.

Amount claimed \$ 45.⁰⁰

Transcript
6602

vs.
William Wellwood.

July 11th, 1893, the plaintiff filed his Bill of Particulars as follows: "April 14th, 1890. Sixty days after date I promise to pay to Suplar & Southard the sum of thirty-eight dollars at 6 per cent. interest from date. Value received.
W^m Wellwood.

July 11th, 1893 issued Summons for the defendants appearance for July 15th, 1893 at One o'clock P. M. The defendant waived process of Summons and entered his appearance at the time required.

July 15th, 1893, at and on the same day the defendant at noon filed in this Court \$ 5.²⁵ as a Tender to the plaintiff and 62 cents costs claiming the note should only be 28 or 29 dollars and that he had paid \$ 25.⁰⁰ on note.

The plaintiff refused to accept the \$ 5.²⁵ as payment of the note as tendered for the amount due. July 15th, 1893 the parties to this action entered their appearance and proceeded to trial as follows: The plaintiff and --- Van Vorhuse was sworn and testified on part of plaintiff. The defendant's witnesses was sworn --- Suplar, David Logan testified on part of the defense. And after hearing the evidence I deferred my decision until July 18th 1893 at 6 o'clock A. M.

July 18th, 1893 at 6 A. M. after considering the evidence in this action it is therefore considered by me that the plaintiff D. H. Southard Admr. recover of the defendant William Wellwood the sum of \$ 40.⁰⁰ and interest at 6% and cost that has or may accrue.

John Bonham J. P.
Transcript to W^m Wellwood August 7th, 1893

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Issued execution August 22nd 1893 for \$45.⁰⁰ and delivered the same to J. T. Haines, Constable.

Execution returned by order. J. T. Haines, Constable.

Transcript to L. H. Southard Sept. 7th 1893.

Received \$1.⁰⁰ for Transcript of L. H. Southard.

J. O. W. \$4.⁰⁰, Cons. Fee. 45⁰⁰; Wit. Fee. 75⁰⁰;

Undertaking

Whereas, on the 15th day of July A. D. 1893, the said L. H. Southard Admr. obtained a judgment against William Wellwood on the docket of John Bonham J. O. for \$40.⁰⁰ and costs 3.⁰⁰ and the said William Wellwood intends to appeal therefrom to the Court of Common Pleas of Union County.

Now therefore J. S. L. Wright of Union County promise and undertake to the said L. H. Southard Admr. in the sum of eighty-seven (87) dollars, that the said appellant if judgment be adjudged against him on the appeal will satisfy such judgment with interest and costs and costs that may accrue and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

J. S. L. Wright.

Executed and acknowledged before me and surety approved this 28th day of July A. D. 1893. John Bonham, J. O.

Received of John Bonham J. O. Five $\frac{3}{4}$ dollars money left as a tender. L. H. Southard.

September 9th 1893, this is to certify that the within is a true copy of the within proceedings had in this Court on the 15th day of July 1893 at One o'clock P. M. as it appears on Page 342. John Bonham, J. O.

Washington Twp. Union County, Ohio.

Motion

6602

Afterward, on the 14th day of September A. D. 1893, a Motion was filed with the Clerk of said Court, to wit: L. H. Southard, Admr. Plaintiff

vs.

William Wellwood Defendant In Union County, Court of Common Pleas.

The plaintiff L. H. Southard, Administrator of John Bonham, deceased, now comes and moves the Court to enter judgment in his favor against the said William Wellwood for the sum of forty dollars and three cents with interest from July 15th 1893, and for all costs shown on the transcript filed in this case, and for costs in this Court and for grounds of his motion says:

That on the 15th day of July 1893 he recovered a judgment in this action against the said defendant before John Bonham, a Justice of the Peace of said County for said sum of \$40.⁰⁰ dollars and cost and said defendant gave good bond for appeal but failed to file transcript or perfect his appeal for more than thirty days from the rendition of said judgment and this plaintiff has now had such appeal docketed

and filed transcript herein and asks this relief under Section 6578 Revised Statutes of Ohio.

Entry 6602 J. L. Cameron, Attorney for Plaintiff
Afterward, on the 15th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court L. W. Southard, Admr.
vs. Journal 16, Page 431.
William Wellwood

It appearing to the Court that on July 18th, 1893, the plaintiff recovered a judgment against the defendant before John B. Baham, a Justice of the Peace of said County for the sum of forty dollars and three cents costs of suit taxed on the transcript filed herein, and that on the 28th day of July 1893, the defendant gave an undertaking for appeal, but that he neglected for more than 30 days after the rendition of said judgment to file a transcript in this Court or have his appeal docketed.

And it further appearing that the plaintiff has at this term of this Court (it being next after said judgment) has filed a transcript of said judgment and proceedings and had the appeal docketed herein, and that the plaintiff now applies to this Court to render the same judgment that was rendered by said Justice of the Peace and for all cost that has accrued in this action.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of the defendant the said sum of forty dollars and three cents with interest from July 18, 1893 amounting now to forty dollars and forty cents, and also all costs in this action expended, including costs before said Justice of the Peace.

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 September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Petition 6571 Be it remembered that, heretofore, to-wit, on the 4th day of August A. D. 1893, Josie Kennedy filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Winfield S. Kennedy, to-wit:
Josie Kennedy, Plaintiff
vs.
Winfield S. Kennedy, Defendant.

In the Court of Common Pleas,
Union County, Ohio

Summons

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Sheriff's
Return

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| Copy | 40 |
| Postage | 12 |
| Total | 52 |

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona-fide residence in the County of Union. On or about the 5th day of June 1879, she was married to the defendant. The following children were born of such marriage: Harold Kennedy aged 12 years, and Willard Kennedy aged 11 years.

Defendant, for more than one year last past, has failed and willfully neglected to provide plaintiff with the common necessaries of life, so that plaintiff has been compelled to live upon the charity of friends and her own exertions because of his idleness, profligacy, and dissipation.

Defendant has been guilty of habitual drunkenness for more than three years last past.

Plaintiff therefore prays that she may be divorced from the defendant; that she may be decreed to have reasonable alimony; the custody of said children and such other relief as is proper.

John M. Brodrick,
Attorney for Plaintiff.

And, at the same time said Josie Kennedy filed the following Praecipe in the words and figures, following:

Clerk: Issue Summons with copy of Petition for defendant to Sheriff of Hamilton County, Ohio, indorse "Action for divorce, alimony and custody of children."

John M. Brodrick, Attorney for Plaintiff

And thereupon, on the 4th day of August A. D. 1893, a Summons was issued in said cause indorsed as follows:

The State of Ohio,
Union County, ss: To the Sheriff of Hamilton County:
You are commanded to notify Winfield S. Kennedy that Josie Kennedy 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 drunkenness and neglect and asking that she be divorced from him, and that alimony and custody of children be decreed her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 14th day of August A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 4th day of August A. D. 1893.
R. M. Leroy, Clerk.

Afterward on the 14th day of August, A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Received 10 o'clock A.M. on the 5th day of August A. D. 1893 August 12th 1893 the within named defendant Winfield S. Kennedy not found.
R. M. Archibald, Sheriff
By Robt. Ewing, Deputy.

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| Copy | 40 |
| Postage | 12 |
| Total | \$ 52 |

Sheriff's Return

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Affidavit for Publication Josie Kennedy, Plaintiff

6571

Winfield S. Kennedy Defendant
The State of Ohio,
County of Union, ss:

In the Court of Common Pleas
Union County, Ohio.

Afterward, on the 14th day of August, 1893, an Affidavit was filed with the clerk of said Court, to wit:
John M. Brodrick, being first duly sworn says that he is the duly authorized attorney for said plaintiff in this action. Affiant further says that the residence of the defendant is unknown and cannot, with reasonable diligence be ascertained. And further affiant saith not.

John M. Brodrick.

Sworn to by said John M. Brodrick before me and signed by him in my presence this 14th day of August A. D. 1893.
(Seal) R. M^{rs} Leroy, Clerk.

Proof of Publication

6571

Afterward, on the 28th day of September A. D. 1893, a Proof of Publication was filed with the Clerk of said Court, to wit:
Divorce Notice

Winfield S. Kennedy, residence unknown, will take notice that on the 4th day of August A. D. 1893, Josie Kennedy filed her petition in the Court of Common Pleas of Union County Ohio, being cause N^o 6571, praying a divorce from said Winfield S. Kennedy, on the ground of habitual drunkenness and gross neglect of duty, and for alimony and the custody of their children, and that said cause will be for hearing on and after six weeks from the first publication of this notice August 16th, 1893.

John M. Brodrick,

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 6 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with August 16th, 1893.

W. O. Shearer.

Sworn to and subscribed before me, this 28th day of September 1893. (Seal) R. M^{rs} Leroy, Clerk.

Entry

6571

Afterward, on the 28th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:
Josie Kennedy

vs.

Winfield S. Kennedy

Journal 16, Page 450.

This day this cause came on to be heard on the petition and the evidence, and the Court finds that the defendant has been legally summoned by publication and failed to appear. The Court on said petition and the evidence adduced finds that said 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

Petition

6605-

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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 habitual drunkenness, 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 existing between the said Jorie Kennedy and Winfield S. Kennedy 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, viz; Harold Kennedy and Willard Kennedy be, until further order, confided to the said plaintiff Jorie Kennedy, exclusively.

And the said defendant Winfield S. Kennedy, is hereby enjoined from interfering in any manner with either of said children or with the said plaintiff in her custody of them.

It is further considered by the Court that the said plaintiff recover from the said defendant her costs herein expended, and execution is awarded.

Attest
R M Lunny
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred & ninety-three.

Be it remembered that, heretofore, to-wit, on the 14th day of September A. D. 1893, Kirby & Greenawalt filed in the Clerk's Office of the said Court of Common Pleas the following Petition in Cognovit against G. E. Kinney, to-wit:

| | | |
|-------------------|---|---|
| Petition 6605- | The State of Ohio, Union County, ss: Kirby & Greenawalt vs. Plaintiff G. E. Kinney, Defendant | In the Court of Common Pleas. Civil Action for money only. |
|-------------------|---|---|

Kirby & Greenawalt the above named plaintiffs say that there is due to them from G. E. Kinney, defendant, on a promissory note made by the defendant G. E. Kinney dated the 18th day of February A. D. 1891, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of One hundred and nine dollars and ninety-three cents, with interest

thereon at eight per cent. from the 18th day of February A. D. 1891.

The plaintiffs further say that they are legal owners and holders of said note, that the same is due and unpaid. Whereupon, the plaintiffs ask judgment against said defendant for the sum of one hundred and nine dollars and ninety three cents, with interest at 8 per cent. from the 18th day of February, A. D. 1891.

The State of Ohio,
Union County, ss:

John M. Brodrick,
Attorney for Plaintiffs.

John M. Brodrick the duly authorized attorney for the above named plaintiffs, being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that this action is founded upon a written instrument for the payment of money only; which written instrument is now in affiant's possession.

Subscribed by John M. Brodrick in my presence, and sworn to by him before me, this 14th day of September A. D. 1893.
(Seal) R. M. Leary, Clerk of Court.

Copy of Note.

Marysville, Ohio, February 18th, 1893.
One day after date, for value received, we or either of us, promise to pay Kirby & Greenawalt, or order, One hundred and nine ³³/₁₀₀ dollars at Marysville, Ohio, with eight per cent. interest from date and 8 per cent. after due.

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

G. E. Kinney.

Answer Kirby & Greenawalt

6605

G. E. Kinney

In Court of Common Pleas,
Union County, ss:

And now come G. E. Kinney the above named defendant by the undersigned his Attorney, and waives the issuing and service of process in this case, and consents that judgment be entered herein in favor of the above named plaintiffs, the holder of the note described in plaintiffs petition, and against the above named defendant for the sum of One hundred and twenty eight dollars and sixty-five cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and defendant's right to appeal and to the appraisal of real estate levied on by virtue of any execution issued on the

Entry

6605

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Petition

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judgment in this case is hereby waived.
September 14th, A.D. 1893.
Kirby & Greenawald

Entry
6605

vs.
H. E. Keimney

Journal 16, Page 430.

This day came the plaintiff by his Attorney, and thereupon came J. L. Cameron one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of \$128.⁶⁵ It is therefore considered that said plaintiff do recover of said defendant the said sum of \$128.⁶⁵ so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of eight per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest
A. M. Brown
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the 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 11th day of September in the year of our Lord one thousand eight hundred ninety three.

Be it remembered that, heretofore, to-wit, on the 29th day of September A. D. 1893 Sarah H. Dawson filed in the Clerk's Office of the said Court of Common Pleas the following Petition in Cognovit against J. A. Culbertson et al.
Sarah H. Dawson, Plaintiff

Petition
6609

vs.
J. A. Culbertson and
Mattie A. Culbertson, Defendant

Court of Common Pleas,
Union County, Ohio.

There is due plaintiff from defendants on a certain promissory note, a copy of which, with all credits and endorsements thereon, is hereto attached marked "Exhibit A." and made part of this petition, the sum of four hundred and thirty-three and ³⁰/₁₀₀ dollars, which she claims with interest at the rate of six per cent. per annum, from the 29th day of September A. D. 1893.

Wherefore plaintiff prays judgment against said defendants

for the said sum of four hundred thirty-three and ³⁰/₁₀₀ dollars with interest thereon at the rate of six per cent. per annum, from the 29th day of September A. D. 1893, and for costs of suit.

Robinson & Woodburn,

Attorney 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 29th day of September A. D. 1893.

R. M. Leroy, Clerk.

By W. W. Winger, Deputy.

Copy of \$415.³⁷ Marysville, Ohio, January 5th, 1893.

Note. Six months after date, as principal debtors, we jointly and severally promise to pay to the order of Sarah H. Dawson four hundred and fifteen and ³⁷/₁₀₀ dollars for value received with six per cent. interest from date.

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

Witness our hands and seals this --- day of ---

J. A. Culbertson,
Mattie A. Culbertson.

Sarah H. Dawson, Plaintiff

Court of Common Pleas,
Union County, Ohio.

Answer

J. A. Culbertson and
Mattie A. Culbertson Defendant

I, F. A. Thompson 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 defendants, on the note attached to said petition, for the sum of four hundred and thirty-three and ³⁰/₁₀₀ 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.

F. A. Thompson,

Attorney for Defendants.

Entry

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Petition

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July 15th
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Entry

Journal 16, Page 453.

vs.
J. A. Culbertson et al

6609

This day came the plaintiff by her attorney; also came F. A. Thompson, an attorney-at-law of this Court, on behalf of the defendants, and by virtue of a warrant of attorney duly executed by said defendant, and now produced to the Court, and a copy of which is filed with the Clerk of this Court, entered the appearance of said defendants, waived the issuance of service of process in this action, and with the assent of the plaintiff, confessed that the said defendants justly indebted to the said plaintiff in the sum of four hundred and thirty-three and $\frac{3}{4}$ dollars; and also released and waived all exceptions, errors and right of appeal herein.

It is therefore considered by the Court that the said plaintiff recover from said defendants the said sum of four hundred and thirty-three and $\frac{3}{4}$ dollars, together with her costs herein expended, taxed at \$- - with interest at 6 per cent.

Attest
A M. Brown
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, A.D. 1893, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered, that, heretofore, to-wit, on the 19th day of January A. D. 1893, Reuben Huffman filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Lester Clark, to-wit:

Petition

Reuben C. Huffman, Plaintiff
vs.
Lester Clark, Defendant.
Court of Common Pleas,
Union County, Ohio.

6314

This cause comes into this Court on Appeal from the Docket of Esq. L. M. Leray, a Justice of the Peace in and for said County. The plaintiff says there is due him from said defendant the sum of \$159.⁰⁰ as shown by the following Account, to-wit:

| | | | | |
|-----------------------|--------------------------------------|--------------------|--|------|
| 1891. | Lester Clark, Dr. | To R. Huffman. | | |
| May 20 th | To hauling logs | \$ 2 ⁵⁰ | : July 8 th . To $\frac{1}{2}$ da. in hay harvest | .50 |
| July 15 th | " " " machine | 1.25 | : " " " $\frac{1}{2}$ " " " " " | .50 |
| July 8 th | " $\frac{1}{2}$ day in wheat harvest | .50 | : " " " $\frac{1}{2}$ " " " " " | .50 |
| " " | " $\frac{1}{2}$ " " hay | .50 | : " " " 1 " " " " " | 1.00 |
| " " | " $\frac{1}{2}$ " " " " " | .50 | : " " " horse and team | 1.00 |

| | | | | |
|-----------|----------------------------------|-------|------------------------------|-------|
| July 1991 | To self and wife work in harvest | 50 | To cleaning out well | 200 |
| " | " cutting weeds | 1.50 | To 1 day cutting weeds | 1.00 |
| " | To self and team | 2.50 | " 3 " making fence | 3.00 |
| " | " thrashing | .40 | " 2 " work for horse | 1.00 |
| " | " cutting weeds | .50 | " 1 " " " wife & 1 horse | |
| " | " hauling | 1.00 | " in mowing hay | 1.00 |
| " | " " " " | 1.50 | " 2 1/2 " for wagon | .65 |
| " | " " " " | 1.00 | " getting paint on plow | .40 |
| " | " hauling gravel | 1.00 | " use of shovel plow 4 da. | .40 |
| September | putting in ditch | 1.00 | " cutting 2 cords wood | .80 |
| " | " hauling rails | .50 | " cash for 2 hogs sold to | |
| " | " separating hogs | .50 | John --- about Dec. 1891 | 11.00 |
| " | " husking 144 bu. corn | 4.32 | " cash for hog sold to W. K. | |
| " | at .03 per bu. | | " " Caryl about Dec. 1891 | 4.00 |
| " | " husking 142 bu. corn | 5.68 | " 1 hog December 1891 | 5.00 |
| " | at .04 per bu. | | " cash for pasture from John | |
| April | " cleaning house by | | Spain & Henry Clark | 5.00 |
| " | wife 9 da. @ \$1.00 | 9.00 | " damage on farm rent 1891 | 50.00 |
| October | " Work on ditch | 25.00 | | |
| | To watering stock from June | | | |
| | 10/91 to Sept 10, 1891 | 10.00 | | |

Plaintiff prays judgment for the sum of \$159.¹⁵ and interest at 6% from December 10, 1891, and costs of suit.

W. J. Hoopes, Attorney for Plaintiff.

State of Ohio,
Union County, ss:

R. Huffman being sworn says he is the foregoing plaintiff and the allegations are as he believes true.
Renben C. Huffman.

Sworn to this 12th day of September and subscribed in my presence. (Seal) J. E. Griffith, Notary Public.

Afterward, on the 28th day of March A. D. 1893, a motion was filed with the clerk of said court, to wit:

Renben C. Huffman, Plaintiff

vs.
Lester Clark, Defendant

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

And now comes the said defendant and moves the court to strike out of plaintiff's petition the following items of plaintiff's account as set up in said petition, on the 2nd page thereof lines 5 & 6 "April, to cleaning house by wife nine days @ \$1.00 per day, \$9.00" lines 8 & 9 "to watering stock from June 10, 1891 to September 10, 1891, \$10.00" to and including lines 25, 26, & 27, "to cash for pasture from John Spain and Henry Clark about September 1891 \$5.00" and also lines 28 & 29 "to damage on rent of farm for 1891 - \$50.00". For grounds thereof defendant says that said items on lines 5 & 6 aforesaid does not show a right of action in said plaintiff. That this is an appeal from the judgment of a Justice of the Peace for Allen Township in said county, and said items from said line 8 to said line 27 inclusive, were not contained in said plaintiff's Bill of Particulars

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filed before said Justice of the Peace, although concurrent in dates with the items contained therein and that the said item on said lines 28 and 29 is not the proper subject of book account, and the said item does not state facts sufficient to constitute a cause of action.

John M. Brodrick, Attorney for Defendant

Afterward, on the 21st day of April, A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to-wit:

Reuben C. Huffman

Journal 16, Page 380.

vs.
Lester Clark

Entry

This day this cause came on for hearing on motion of the defendant to strike out the items in plaintiff's petition set forth in said motion, and the same was argued by counsel and submitted to the Court. On consideration whereof the Court do sustain said motion.

Thereupon the plaintiff asked and obtained leave of Court to file an amended petition herein with leave to ask for more than was asked for before the Justice of the Peace.

To which leave of Court defendant by his counsel then and there objected and to which decision in granting such leave defendant then and there excepted.

Afterward, on the 24th day of April A. D. 1893 an Amended Petition was filed with the Clerk of said Court, to-wit:

Reuben Huffman, Plaintiff

Court of Common Pleas,
Union County, Ohio.

vs.
Lester Clark, Defendant

This cause comes into this Court on appeal from the Docket of Esq. L. M. Erary, a Justice of the Peace in and for said County and State.

The plaintiff says there is due him from said defendant the sum of \$79.⁶⁸ as shown as follows, to-wit:

| | | | |
|-----------------------|--------------------------|--------------------|---|
| 1891. | Lester Clark, Dr. | To Reuben Huffman. | |
| May 2 nd | To hauling logs | \$2. ⁵⁸ | July, To hauling gravel 1/2 da. 1 ⁰⁰ |
| June 15 th | " " " machine | 1. ²⁵ | September, To putting in ditch 1 ⁰⁰ |
| July 8 | " 1/2 da. wheat harvest | .50 | To hauling rails .50 |
| " | " 1/2 da. hay harvest | .50 | " separating hogs .50 |
| " | " " " " " | .50 | " husking 144 bu. @ .03 per bu. 4. ³² |
| " | " " " " " | .50 | " " " 142 " @ .04 " " 5. ⁶⁸ |
| " | " " " " " | .50 | October, To work on dike 25. ⁰⁰ |
| " | " 1 " " " " | 1. ⁰⁰ | " watering stock from June 10 th 1891, to September 10 th 1891. 10. ⁰⁰ |
| " | " horse & team | 1. ⁰⁰ | To cleaning out well 2. ⁰⁰ |
| " | " self 3/4 work in house | .50 | " 1 da. cutting weeds 1. ⁰⁰ |
| " | " cutting weeds | 1. ²⁰ | " 3 " making fence 3. ⁰⁰ |
| " | " self 3/4 team | 2. ⁰⁰ | " 2 " work for horse 1. ⁰⁰ |
| " | " thrashing | .40 | " 1 " " " " .50 |
| " | " cutting weeds | .50 | " 2 1/2 da. for use of wagon .65 |
| " | " hauling | 1. ⁰⁰ | " getting point on plow .40 |
| " | " " " " | 1. ⁵⁰ | " use of shovel plow 4 days .40 |
| " | " " " " | 1. ⁰⁰ | |

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 " cash for hog sold to W. S.
 Garyl about December 1891 4.⁰⁰
 " 1 hog December 1891 5.⁰⁰

To cash for pasture from
 John Spain and Henry
 Clark about September 1891
 \$5.⁰⁰

Plaintiff prays judgment for the sum of \$99.⁰⁰ and
 interest at 6% from December 10th 1891 and costs.

W. T. Hooper, Attorney for Plaintiff.

State of Ohio,
 Union County, ss:

Reuben Huffman being sworn says he is the plaintiff
 herein and that the allegations of the foregoing petition are
 as he believes true. Reuben C. Huffman.

Sworn to and subscribed in my presence this 24th day
 of April 1893. (Seal) R. M. Leroy, Clerk.

Afterward, on the 26th day of April A. D. 1893, an Entry
 was made on the Journal by the Clerk of said Court.

Reuben C. Huffman

vs.

Journal 16, Page 386.

Bester Clark

Entry

6314

This day this cause came on for hearing on the
 application of the defendant for continuance on the ground
 of said defendant being unable to prepare his answer and
 cross-petition in time for trial at this term, and the same
 was argued by counsel and submitted to the Court.

On consideration whereof the Court do grant said
 application. Thereupon the defendant asked and obtain-
 ed leave of the Court to file his answer and cross-petition
 herein within thirty days from the rising of Court and
 cause continued.

Afterward, on the 5th day of July A. D. 1893, an Answer
 was filed with the Clerk of said Court, to wit:

Reuben C. Huffman Plaintiff

Answer

6314

Bester Clark, Defendant

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

And now comes said defendant and for answer to
 plaintiff's petition herein filed says:

First Defense: That said defendant admits the following items of
 plaintiff's account as set up in said petition, viz:

| | |
|--|---------------------------------------|
| 1891. May 2 nd To hauling logs 2. ⁵⁸ | July To horse & team 1. ⁰⁰ |
| June 15 " " machine 1. ²⁵ | " " self & work in house .50 |
| July 8 th " 1/2 da. wheat harvest .50 | " " cutting weeds 1. ⁵⁰ |
| " " 1/2 " hay " .50 | " " self & team 2. ⁰⁰ |
| " " 1/2 " " " .50 | " " threshing .40 |
| " " 1/2 " " " .50 | " " cutting weeds .50 |
| " " 1/2 " " " .50 | " " hauling 1. ⁰⁰ |
| " " 1 " " " 1. ⁰⁰ | " " " " 1. ⁵⁰ |

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To husking 144 bu. @ .03 per bu: \$4.32 : To husking 142 bu. @ .04 per bu. \$5.⁶⁸
 " cash for pasture from John Spain and Henry Clark about Sept. 1891. \$5.⁰⁰
 And defendant denies each and every other allegation in said petition contained.

Second Defense: For further defense to said petition defendant says that he admits the following items, viz: "To cash for hog sold to W. S. Caryl about December 1891. \$4.⁰⁰: To 1 hog December 1891 \$5.⁰⁰" but defendant says that said items were fully settled between said plaintiff and defendant on or about November 24th, 1891 by credit given to said plaintiff by said defendant on a note then owing to defendant by plaintiff, and which note was afterward paid.

Third Defense: The defendant further answering and by way of cross-petition says that said plaintiff is indebted to said defendant on an account, of which the following is a copy:

| | | | | |
|---------------------------|---|--------------------|--|-------------------|
| May 27 th 1891 | To 3 bu. $\frac{3}{4}$ 35 lbs. red corn | \$3. ⁷⁵ | To 4 bu. corn | 2. ⁰⁰ |
| " " | " " $\frac{1}{2}$ " | .50 | " 1 " plums | 1. ²⁵ |
| " 30 | planting corn | 3. ⁰⁰ | " pasture | 8. ⁰⁰ |
| June 6 | corn $\frac{3}{4}$ red corn | 1. ⁵⁰ | November 8 th To house rent | 3. ⁵⁰ |
| June 12 | 2 bu. corn | 1. ⁵⁰ | " 8 " cow pasture | 2. ⁵⁰ |
| " 19 | 13 lbs. meat | 1. ⁰⁰ | " 13 " 2 bu. wheat | 2. ⁰⁰ |
| " 26 | 3 bu. wheat | 3. ⁰⁰ | " 3 " " | 3. ⁰⁰ |
| July 4 th | " 1 " " | 1. ⁰⁰ | " 30 " cow $\frac{3}{4}$ horse pasture | 21. ⁵⁰ |
| " 8 | house rent | 3. ⁵⁰ | " 5 $\frac{1}{2}$ cords wood | 4. ⁵⁰ |
| " " | cow pasture & horse pasture | 3. ⁷⁵ | " use of corn planter | 2. ⁰⁰ |
| August 8 th | " " " " | 3. ⁷⁵ | " " " plow | 3. ⁰⁰ |
| " 8 | house rent | 3. ⁵⁰ | " cash paid to wife | 2. ⁰⁰ |
| September 8 th | " " " | 3. ⁵⁰ | " 24 bu. seed wheat | 24. ⁰⁰ |
| " 8 | To cow pasture | 2. ⁵⁰ | " threshing wheat | 10. ⁰⁰ |
| October 8 | house rent | 3. ⁵⁰ | | |
| " 8 | cow pasture | 2. ⁵⁰ | | |
| " " | horse pasture | 2. ⁵⁰ | | |

Defendant therefore asks judgment against plaintiff for the sum of seventy-five and $\frac{2}{100}$ dollars with six per cent. interest thereon from November 30th, 1891.

John M. Brodrick. Attorney for Defendant.

The State of Ohio,
 County of Union ss:

Lester Clark, the above named defendant, being sworn makes oath that the facts stated in the foregoing Answer are, as affiant believes true.

Lester Clark.

Sworn to by said Lester Clark before me and signed by him in my presence this 7th day of July A. D. 1893.
 (Seal) R. M. Croy, Clerk.

Afterward, on the 20th day of September A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:

Reuben Huffman Plaintiff
 or
 Lester Clark, Defendant.

Court of Common Pleas,
 Union County, Ohio.

Now comes the plaintiff herein and for reply says: He

Reply
 6314

denies that the items mentioned in defendants second defense were settled between said plaintiff and defendant by credit given to said plaintiff by said defendant on a note then owing to defendant by plaintiff or in any other way.

The said plaintiff further says he admits the following items in defendants third defense.

| | | | | | |
|----------------------|---|--------------------|------------|----------------------------|------------------|
| May 27 th | To 3 bu. ² / ₃ 135 lbs. | \$3. ⁵⁰ | July 8 | cow and horse/pasture | 3. ²⁵ |
| " " | " 1/2 " | .50 | August 8 | house rent | 3. ²⁰ |
| 30 | " planting corn | 3. ⁰⁰ | Septembers | " " | 3. ²⁰ |
| June 6 | " corn and red corn | 1. ³⁰ | " " | cow pasture | 2. ⁵⁰ |
| 12 | " 2 bu. corn | 1. ⁵⁰ | October 8 | house rent | 3. ²⁰ |
| 19 | " 13 lbs. meat | 1. ³⁰ | " " | 1 bu. plums | 1. ²⁵ |
| 26 | " 3 bu. wheat | 3. ⁰⁰ | " " | cash paid to wife | 2. ⁰⁰ |
| July 8 | " house rent | 3. ⁵⁰ | Novembers | 8 th house rent | 3. ²⁰ |

Plaintiff says that he used said defendants corn plant and plow but at the time he used it said defendant did not intend to charge for the same and did not charge for same and that the use of same was not worth amount charged if defendant had the right now to charge and plaintiff says that it was an after thought and that said defendant is not now entitled to recover for the same and that if he should he should not recover amount charged.

Plaintiff says he owed said defendant for 24 bushel of wheat but the same was to be taken out of certain wheat raised on the defendants farm by this plaintiff and that said wheat was only worth 60 cents per bushel and plaintiff therefore denies the charge of \$24.⁰⁰ for wheat, but admits \$14.⁰⁰ and said plaintiff denies each and every other allegation in said answer and each and every item in said defense not herein admitted.

Wherefore said plaintiff prays that after giving defendant credit for items herein admitted that he may have judgment as prayed for in his said petition.

State of Ohio, Union County ss: W. T. Hoopes, Attorney for Plaintiff.

R. Huffman being sworn says the facts in the foregoing reply are as he believes true.

Sworn to and subscribed in my presence this 16th day of September 1893. (Seal) J. B. Griffith, Notary Public.

Afterward, on the 20th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court: Reuben C. Huffman

vs. Bester Clark Journal 16, Page 441.

This day again came the parties by their attorneys also came the jury heretofore impaneled and sworn herein, and the said jurors having heard the remaining evidence, arguments of counsel and charge of the Court retired to their rooms

Entry 6314

for deliberation said jury by their verdict issues in amount of \$58.⁰⁰.

After made on the Reuben C. Huffman vs. Bester Clark

Entry 6314

This term and assessment trial have concluded that said defendant with his

Attest

Marysville Court, of in the vicinity - At the 27th day the Clerk signing Peter Henry C. Benjamin George A. his wife, Robert Hoopes

Petition 6450

for deliberation in charge of the Sheriff. Now comes the said Jury into open Court with their verdict in writing signed by their Foreman and say:

"We, the Jury being duly impaneled and sworn find the issues in this case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of \$58.01."
W. S. Burgoon, Foreman.

Afterward, on the 29th day of September A. D. 1893, an Entry was made in the Journal by the Clerk of said Court, to wit:

Entry
6314
Reuben Huffman
vs.
Lester Clark
Journal 16, Page 454.

The Jury in this action, having on a former day of this term, rendered a verdict for the plaintiff Reuben C. Huffman and assessed his damages at \$58.01, and no motion for a new trial having been made. It is therefore considered by the Court that the said plaintiff Reuben C. Huffman recover from said defendant Lester Clark the said sum of \$58.01 together with his costs herein 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 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 9th 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 27th day of October A. D. 1892, Henry C. Eisenmenger filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Benjamin Wood et al.

Petition
6450
Henry C. Eisenmenger, Plaintiff
vs.
Benjamin Wood, Alice Wood his wife,
George A. Converse, Dessie B. Converse
his wife, Lemuel Langstaff, W. H. Conkright
Robert Howe, Hayman Kenline, Defendants

Civil Action
Court of Common Pleas,
of
Union County, Ohio

The plaintiff for his first cause of action says:
That on or about the first day of January 1889, the defendants George A. Converse and Dessie B. Converse executed and delivered to the defendant Lemuel Bangstaff, their certain promissory note, and thereby promised to pay to the order of said Lemuel Bangstaff the sum of \$122.⁵⁰ in two years and six months from date with interest from date payable annually.

Plaintiff further says that before the maturity of said note, and for a full and valuable consideration, the said Lemuel Bangstaff indorsed and guaranteed the payment of said note. A copy of said note, with all credits and endorsements thereon, is hereto attached marked "Exhibit A"

Plaintiff is the legal owner and holder of said note and there is due him thereon from the defendants George A. Converse and Dessie B. Converse as principals, and from said defendant Lemuel Bangstaff as indorser and guarantor the sum of \$122.⁵⁰ with interest thereon from January 1st, 1891 payable annually.

The plaintiff for his second cause of action says:
That on or about the first day of January 1889, the defendants George A. Converse and Dessie B. Converse executed and delivered to the defendant Lemuel Bangstaff, their certain promissory note, and thereby promised to pay to the order of said Lemuel Bangstaff, the sum of \$122.⁵⁰ in three years from date with interest from date payable annually.

Plaintiff further says that before the maturity of said note, and for a full and valuable consideration the said Lemuel Bangstaff indorsed and guaranteed the payment of said note. A copy of said note, with all credits and endorsements thereon, is hereto attached marked "Exhibit B."

Plaintiff is the legal owner and holder of said note, and there is due him thereon from the defendants George A. Converse and Dessie B. Converse as principals, and from the said defendant Lemuel Bangstaff as indorser and guarantor the sum of \$122.⁵⁰ with interest thereon from January 1st, 1891 payable annually.

The plaintiff for his third cause of action says:
That on or about the said first day of January, 1889, to secure the payment of said notes and others, the said George A. Converse and Dessie B. Converse executed and delivered to the said defendant, Lemuel Bangstaff, their mortgage deed and thereby conveyed to said Lemuel Bangstaff the premises described as follows, to wit: "Situate in the village of Richwood, County of Union and State of Ohio; and being all of the north half of in lot N^o 61 in the said village of Richwood.

For a more specific description see the Records in the Recorder's Office in Marysville, Ohio.

Said mortgage contained a condition, that if said George A. Converse and Dessie B. Converse, his wife, should pay or cause to be paid, according to the tenor thereof, their ten

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Exhibit, \$122.⁵⁰

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promissory notes, each for \$122.⁵⁰ with interest at six per cent. per annum payable annually, dated January 1st, 1889, one falling due at the end of each and every period of six months thereafter until all are due, then said conveyance to be void.

Said mortgage was on the 23rd day of January 1889, at 12^o o'clock P. M. filed for record, and was on the 5th day of February, 1889, duly recorded in Volume N^o 27 at Page 392, Mortgage of Records of Union County, Ohio.

On or about the --- day of --- the said Lemuel Langstaff transferred and assigned said mortgage to the defendant W. H. Conkright for the benefit of all of the then unpaid notes secured thereby, which transfer was duly recorded on the margin of the said record of said mortgage.

Said mortgage is the first and best lien on said premises and the said notes of plaintiff are the first unpaid notes coming due secured thereby.

Plaintiff avers that the said W. H. Conkright claims to own and hold some of the notes secured by said mortgage, and the said Robert Howe and Grayman & Henline claim some lien on said premises but the exact nature and amount thereof the plaintiff is unable to give and demands proof thereof. The said Benjamin Wood is the sole owner in fee simple of said premises, subject to the valid liens thereon, and said Alice Wood is his wife.

Wherefore plaintiff prays judgment against said George A. Converse and Dessie B. Converse as principals and against Lemuel Langstaff as indorser and guarantor for the sum of \$245.⁰⁰ with interest thereon from the first day of January 1891, that all of said defendants be duly notified, that said mortgage be foreclosed, said premises be ordered sold the priority of liens determined, and for such other and further relief as in equity the plaintiff may be entitled to.

Gardiner & Millar,

State of Ohio,

Attorneys for Plaintiff.

Union County, ss:

S. S. Gardiner being duly sworn says that he is one of the attorneys for plaintiff herein; that plaintiff is a non-resident of Union County, Ohio, and is now absent therefrom; and that the facts stated and allegations made in the foregoing petition are true as he verily believes.

S. S. Gardiner.

Sworn to before me and subscribed in my presence this 24th day of October, 1892. (Seal) R. M. Leroy, Clerk of Court.

Exhibit \$122.⁵⁰ January 1st, 1889.

"A" Two years and six months after date, we promise to pay to the order of L. Langstaff One hundred and twenty-two and ⁵⁰/₁₀₀ dollars at Bank of Richwood. Value received, with interest from date payable annually.

(Signed)

George A. Converse
Dessie B. Converse

| | | | |
|------------------|------|---------------|------|
| Sheriff's Return | 6450 | Ser. & Return | 30 |
| | | Adl. Wfts | 30 |
| | | Milage | 3 20 |
| | | Copies | 60 |
| | | Total | 1140 |

The State of Ohio,
Union County

Sheriff's Return.

Received this writ October 24th 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 1st day of November 1892.

Thomas Martin, Sheriff.

Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio.

Union County

To the Sheriff of Union County:

You are hereby commanded to notify George A. Converse and Dessie B. Converse (impleaded with others) that they have been sued by Henry C. Eisenmenger in the Court of Common Pleas of Union County, and must answer by the 26th 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 7th day of November A. D. 1892.

Witness my hand and the Seal of said Court, this 24th day of October A. D. 1892.

R. Mileroy, Clerk.

And on the 4th day of November A. D. 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 | 6450 | Milage | 2 40 |
| | | Copies | 40 |
| | | Total | 2 80 |

The State of Ohio,
Union County

Sheriff's Return.

Received this writ October 24th A. D. 1892, at 10 o'clock A. M. The within named defendants were not found in any County.

Money. Amt claimed \$245⁰⁰ & Int. from Jan. 1st 1891, & Foreclosure & Eq. Relief.

Afterward, on the 18th day of November A. D. 1892, a Summons was issued by the Clerk of said Court, indorsed as follows:

The State of Ohio.

Union County

To the Sheriff of Madison County:

You are hereby commanded to notify George A. Converse and Dessie B. Converse (impleaded with others) that they have been sued by Henry C. Eisenmenger in the Court of Common Pleas of Union County, and must answer by the 17th 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 28th day of November A. D. 1892.

Witness my hand and the Seal of said Court, this 18th day of November A. D. 1892.

R. Mileroy, Clerk.

Indorsed: "In action for Money. Amount claimed \$245⁰⁰ & interest from January 1st 1891, and Foreclosure of Mortgage and Equitable Relief.

And on the 28th day of November A. D. 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 | 70 |
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| Copy | 50 |
| Total | 7 40 |

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

Received this writ November 23rd A. D. 1892 at 9 o'clock A. M. I hereby appoint E. C. Chapman

to serve this writ. Benj. Emery, Sheriff, Madison County. I, E. C. Chapman being sworn say that on the 23rd day of November 1892, I served the within named defendants George A. Converse and Dessie B. Converse personally, by handing to each of them a true and certified copy of this writ with the indorsements thereon.

E. C. Chapman.
Sworn to and subscribed before me this 23rd day of November 1892. A. J. Martin, J. C.

Answer
of
H. H. Conkright

Afterward, on the 25th day of November A. D. 1892, an Answer & Cross-Petition was filed with the Clerk of said Court. Henry C. Eisenmenger, Plaintiff

vs. Benjamin Wood et al. Defendants

In Union County Court of Common Pleas.

Now comes the defendant H. H. Conkright and for his separate answer to the petition says: He denies that the plaintiff is the owner of either of the notes mentioned in the petition and denies that plaintiff has any lien upon the premises in the petition described.

Second, and by way of Cross-Petition this defendant says: There is due him from the defendants Dessie B. Converse and George A. Converse as makers and the said Lemuel Langstaff as guarantor and from Benjamin Wood who for a valuable consideration assumed payment the sum of one hundred and twenty-two and ²⁰/₁₀₀ dollars with six per cent. interest thereon payable annually from January 1st 1892, upon the following described note, viz: "January 1st 1889, three years and six months after date, we promise to pay to the order of L. Langstaff One hundred and twenty-two and ²⁰/₁₀₀ dollars at Bank of Richmond. Value received with interest from date payable annually.

George A. Converse
Dessie B. Converse.

On which note there is the following indorsements: Demand and notice waived, payment guaranteed. Interest paid to January 1st 1891. Interest paid to January 1st 1892.

L. Langstaff.

There are no other indorsements. The said note was executed by the makers as part payment of the premises described in the petition and the said Benjamin Wood afterward received a deed of conveyance for said premises and in consideration thereof assumed and agreed to pay said note.

Wherefore this defendant asks judgment against the said Dessie B. Converse, George A. Converse, L. Langstaff and Benjamin Woods for said sum of One hundred and twenty-two

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and $\frac{20}{100}$ dollars with interest payable from January 1st, 1892.
 Third: Further answering this defendant says: On the 22nd day of December 1888 the said L. Langstaff sold and conveyed the premises in the petition described to Dessie B. Converse and in part payment thereof said Dessie B. Converse and her husband George A. Converse executed and delivered to said L. Langstaff ten promissory notes of the date of January 1st 1889 due at intervals of six months and each note being for the sum of \$122. $\frac{10}{100}$ with interest from date payable annually.

To secure the payment of said notes the said Dessie B. and George A. Converse executed and delivered to said L. Langstaff their certain mortgage deed and thereby conveyed the premises in the petition described to the said L. Langstaff subject however to the condition that if said notes were paid when they became due, and said premises were kept insured then said mortgage to be void.

On the 23rd day of January 1889, said mortgage was left with the Recorder of said County for record and was by him recorded in Book 27, on Page 372 of his Mortgage Records.

On the 2nd day of May 1890, the said Benjamin Wood purchased and received a deed of conveyance for said premises and as part consideration therefor assumed and agreed to pay said mortgage indebtedness, and pay and take up said notes as they become due.

On the 11th day of November, 1890 there were still seven notes of said series unpaid and for a valuable consideration the said L. Langstaff sold and delivered them to this defendant, writing on each note the following indorsement: "Demand and notice waived, payment guaranteed. L. Langstaff," and at the same time the said L. Langstaff in writing on said mortgage assigned the same to this defendant.

The notes mentioned in the second defense and cross-petition is one of said notes and by its non payment the condition of said mortgage is broken and this defendant is thereby entitled to an order of foreclosure said mortgage.

This defendant is also the owner of last three notes of said series one of which will be due January 1st, 1893, one due July 1st, 1893, and the other due January 1st, 1894, all of which bear interest payable annually from January 1st, 1892.

This defendant prays the Court for an order that if the money due upon the note mentioned in his second defense and cross-petition be not paid in a short day to be named by the Court that an order of sale issue to the Sheriff of said County commanding him to sell said premises to pay the same and as to the notes not due such order may be made as may be equitable and just and for all such other relief in the premises as the nature of the case may require.

Fourth: Further answering the plaintiff's petition this defendant says that the notes mentioned in the petition are part of the seven notes that were transferred to him by said

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to Langstaff. This defendant at the time he purchased said notes knew said Wood had received a conveyance for said premises and had assumed the payment of said notes, but both said Woods and the makers of said notes were financially irresponsible and this defendant relied upon his said mortgage security and the guaranty of payment.

Said premises were declining in value and were scarcely adequate security but the terms of said mortgage entitled this defendant to foreclose upon failure to pay any note and he could thereby have foreclosed before said property greatly declined in value.

That when the notes in the petition described became due the plaintiff came to this defendant and represented that said Wood (who occupied said premises for saloon purposes) was a customer of his, and that he was furnishing said Wood supplies for his saloon and receiving money from him from time to time, and that he, plaintiff wanted to pay off said notes for said Wood so as to keep him in the saloon business and retain his custom.

And the plaintiff did pay off said notes to this defendant for said Wood, and took them up for him, but there was no understanding or agreement that he was to hold said notes as a lien on said property prior to this defendant or in any way.

This defendant did not sell and would not have sold said notes to the plaintiff, but the payment of each note as it became due strengthened the security for the remaining notes.

This defendant believes and therefore avers that Benjamin Wood continued to pay plaintiff money after plaintiff had paid off said notes for him and that he has fully paid plaintiff more than the amount of said notes, and that his attempt to hold said notes as a lien on said property is in the interest of said Wood, who is insolvent.

This defendant asks that his said mortgage indebtedness be declared the first and best and only lien on said premises, and that if the said premises are sold under the order of this Court that the proceeds of said sale be first applied to the payment of the note due and the notes to become due this defendant and for all proper relief.

J. L. Cameron, Attorney for
The State of Ohio, | W. H. Conkright, Defendant.
Union County, etc. |

W. H. Conkright being first duly sworn says the facts stated and allegations made in his foregoing answer and cross-petition are as he believes true.

W. H. Conkright.
Sworn to before me and signed in my presence this 23rd day of November 1892.

W. S. Winters, Notary Public.
(Seal)

Answer
of
L. Langstaff

6450

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Answer
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Afterward, on the 26th day of November A. D. 1892, an Answer was filed with the Clerk of said Court, to wit:

Henry C. Eisenmenger, Plaintiff
vs.
Benjamin Wood et al. Defendants

In Union County
Court of Common Pleas.

Now comes L. Langstaff and for his separate answer to the plaintiff's petition says: Further answering this defendant says that the notes mentioned in the petition are the first two of a series of seven notes that were executed and delivered to him in part payment of the premises in the petition described.

That afterwards the said Ben Wood bought said premises and as part consideration assumed and agreed to pay said notes. After Ben Woods had assumed the payment of said notes this defendant sold and delivered all seven of the notes (including the ones described in the petition) to W. H. Conkright and indorsed them, but it was a part of the terms of said sale that if said notes were not promptly paid as they become due said Conkright was to notify this defendant so that foreclosure proceedings might be had to stop interest and save rent.

When said notes in the petition described become due plaintiff went to said W. H. Conkright and said he was selling said Wood supplies and wanted to keep him in the saloon business, and that he would pay said notes for said Wood and save foreclosure proceedings, and keep said Wood in business and retain his custom, and that Wood would make it all right with him.

Thereupon plaintiff did pay off said notes for said Wood, and prevented said property from being sold and secured to said Wood the use and rent of said premises which he was occupying for saloon purposes and plaintiff secured the further custom of said Wood, who paid plaintiff money from time to time.

This defendant was fully informed of said transaction and was informed that said notes in the petition described had been paid off, and so this defendant remained satisfied and did not and could not disturb said Wood and did not and could not bring foreclosure proceedings or obtain possession of the said property.

The said plaintiff when he paid off the said notes for his customer Ben Wood did not assume or claim to hold them against the land or against this defendant but looked wholly to said Wood for payment and said Wood continued until long after to be his customer and to pay him money from time to time. The plaintiff in consideration of such custom paid said notes for said Wood.

This defendant says that if he had known that the plaintiff claimed to have bought said notes or that he claimed to hold this defendant liable thereon, that he would promptly have taken them up and

commenced proceedings in foreclosure and would have bid in said premises and saved the said notes running at interest and prevented the said Wood from receiving the said use of said premises without pay.

The defendant therefore alleges that the said plaintiff is estopped from claiming anything from this defendant upon said notes or either of them but by the said action of the said plaintiff he wholly released this defendant from any liability thereon.

This defendant says that when he indorsed said notes to said Conkright it was agreed that said Conkright would not sell them, and the said Conkright did not sell them, but merely received payment therefor and when he delivered said notes to the plaintiff he understood they were paid and the delivery was for said Wood.

Wherefore this defendant asks to go hence without day and recover his cost and for all proper relief.

J. L. Cameron, Attorney for Defendant.

The State of Ohio,
Union County, ss.:

L. Langstaff being first sworn says that he believes the facts stated in his foregoing answer are true.

L. Langstaff

Sworn to before me this 26th day of November 1892.

R. M. Leroy, Clerk.

Reply to (Seal)
Answer

of
W. H. Conkright

Afterward, on the 4th day of January, A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:

Henry C. Eisenmenger, Plaintiff

vs.

Benjamin Wood et al. Defendant

Court of Common Pleas,
Union County, Ohio.

Plaintiff for reply to the fourth paragraph of the answer and cross-petition of the defendant W. H. Conkright says: He admits that the notes set up in the petition are part of a series of seven notes transferred by the defendant L. Langstaff to the defendant W. H. Conkright, but he denies each and every other allegation in said fourth paragraph of said answer and cross-petition contained.

For further reply plaintiff says he purchased said notes set up in the petition of the said defendant W. H. Conkright and paid him a full and valuable consideration therefor, and said notes are the first coming due, and are the first and best lien on said premises, and no part thereof has been paid.

Wherefore plaintiff prays judgment and order of sale as in the petition.

State of Ohio,
Union County, ss.:

S. S. Gardiner & Millar

Attorneys for Plaintiff.

S. S. Gardiner being duly sworn says, he is the attorney of record of the plaintiff herein; that the plaintiff is a non-resident of Union County, Ohio, and is now absent

Reply to
Answer
of
Langstaff

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therefrom, and the facts and allegations in the foregoing reply are true as he believes. S. S. Gardiner.

Reply to
Answer
of
Langstaff

Sworn to and subscribed before me this 4th day of January 1893. (Seal) R. M. Leroy, Clerk of Court.
Afterward, on the 4th day of January, A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:
Henry C. Eisenmenger, Plaintiff

6430

vs. Benjamin Wood et al. Defendant
Court of Common Pleas, Union County, Ohio.
Plaintiff for reply to the answer of Lemuel Langstaff says: He admits that the notes set up in the petition are the first of a series of seven notes, executed to said defendant, and guaranteed and transferred by him to W. H. Conkright that said defendant Benjamin Wood afterwards bought said premises and assumed the payment of said notes; but plaintiff denies each and every other allegation in said answer contained.

Plaintiff further says, that he purchased the notes set up in the petition of W. H. Conkright and paid him a full and valuable consideration therefor.

Wherefore plaintiff prays judgment and order of sale as in the petition.

Gardiner & Millar, Attorneys for Plaintiff.

State of Ohio,
Union County, ss:

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

Sworn to and subscribed before me this 4th day of January 1893. (Seal) R. M. Leroy, Clerk of Court.

Entry

6430

Afterward, on the 7th day of February A. D. 1893, an Entry was made on the Journal by the Clerk of said Court.

Henry C. Eisenmenger

Journal 16, Page 315.

vs. Benjamin Wood et al

This day came the parties and their attorneys and submitted this cause to the Court upon the pleadings and the evidence.

On consideration whereof the Court being fully advised in the premises finds the facts stated in the cross-petition of the said W. H. Conkright to be true, and that to the extent of the four notes mentioned in his said cross-petition he has the first and best lien upon the lands in the petition described.

The Court further finds that the notes mentioned in the petition of said plaintiff are the second best lien on said lands and that they are entitled to be next paid after the payment of said four notes to said Conkright.

The Court finds in favor of the said L. Langstaff and against the plaintiff as to him.

The Court finds that said Benjamin Wood purchased said real estate subsequent to the record of said mortgage and assumed the payment of all said notes as part of his purchase money.

The Court finds the amount now due from said Wood to said W. H. Conkright upon the first two notes mentioned in the said cross-petition including interest to the first day of this term is Two hundred and sixty dollars and that the other two notes are not due but they amount to Two hundred and forty five dollars with interest from January 1st, 1892 and that they bear interest and that if said premises are sold it will be equitable to pay from the proceeds of said sale the said notes due, and not due with interest to the date of payment.

The Court finds that said L. Langstaff is liable to said W. H. Conkright as guarantor upon the notes mentioned in the cross-petition.

The Court finds the amount due the plaintiff from said Woods upon the notes mentioned in the petition including the interest to the first day of this term of Court is two hundred and seventy-five dollars.

The Court finds that said Robert Howe and Heyman & Henline have duly entered their appearance herein and that any lien they may have is postponed to the lien of said Conkright and said plaintiff.

It is therefore considered, adjudged and decreed by the Court that unless the said Benjamin Wood shall within three days pay to said W. H. Conkright the said sum of two hundred and sixty dollars with interest from the first day of this term of Court, and to the clerk of this Court the cost of this case then that an order issue to the Sheriff of this County commanding him to appraise, advertise and sell the real estate in the petition described and that he bring the proceeds of such sale into Court for further order.

It is further adjudged and decreed by the Court that unless the said Benjamin Woods shall within three days pay to the plaintiff the sum of two hundred and seventy-five dollars with interest from the first day of this term of Court and the cost hereof then that an order issue to the Sheriff of this County commanding him to appraise, advertise and sell the said premises in the petition described and that he bring the proceeds of said sale into Court for further order.

And it is adjudged that said W. H. Conkright recover of said L. Langstaff the sum of \$260.00 with interest from the first day of this term of Court.

It is ordered that any sale made under this order shall be free of the dower of said Alice Wood.

The plaintiff excepts and gave notice of his intention to

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appeal this case to the Circuit Court and the Court fix the bond for appeal at \$200.

Afterward, on the 8th day of February A. D. 1893, a Motion was filed with the Clerk of said Court, to wit:

6450 motion

Henry C. Eisenmenger, Plaintiff

vs.

Benjamin Wood et al, Defendant

Court of Common Pleas Union County, Ohio.

The plaintiff moves the Court to set aside the decision in this case and grant a new trial for the following reasons: First: Said decision is not sustained by sufficient evidence and is contrary to law.

Second: There was error of law occurring at the trial and excepted to by plaintiff.

Gardiner & Millar, Attorneys for Plaintiff.

6450 Praecipe

To Clerk:

Pleas issue Order of Sale to Sheriff in case of H. C.

6450

Eisenmenger vs. B. Wood et al.

Filed February 21st, 1893.

S. S. Gardiner, Attorney.

6450 Order of Sale

Afterward, on the 21st day of February A. D. 1893, an Order of Sale was issued by the Clerk of said Court, to wit:

6450

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 7th day of February 1893 Henry C. Eisenmenger obtained a Judgment and Decree against Benjamin Wood for the sum of two hundred and seventy-five dollars and costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Benjamin Wood within three days from the 7th day of February A. D. 1893 pay unto the said Henry C. Eisenmenger the said sum of two hundred and seventy-five dollars with interest from the 9th 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, according to the Statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition;

And Whereas, the three days aforesaid have fully expired, and the said sum of two hundred and seventy-five dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the Statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, to wit: In the village of Richwood, and being all of the north half of In Lot N^o 61 in the said village of Richwood.

For a more specific description See Record in the Recorder's Office in Marysville, 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 21st day of February A. D. 1893.
 (Seal) A. Mileroy, Clerk.

By W. M. Winger, Deputy.

And, on the 1st day of April A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County

| | | | |
|-------------------|-------|--------------------|---|
| Service | 25 | The State of Ohio. | Sheriff's Return Received this writ the 21 st day of February A. D. 1893, and on the 23 rd day of February A. D. 1893, I called an inquest of C. M. Huffman, B. L. Tralmage and C. E. Hill three disinterested freeholders and residents of the County, and caused the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof, (to wit: \$1400. ⁰⁰) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court. |
| Sum. Aprs. | 1 00 | Union County, ss: | |
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| Writing April. | 25 | | |
| Copy of " " | 25 | | |
| Notice to Ctr. | 25 | | |
| Affidavit to Ctr. | 25 | | |
| Writing Notice | 25 | | |
| Mileage | 2 64 | | |
| Return | 25 | | |
| Appraisers fee | 5 00 | | |
| Printer's fee | 11 50 | | |
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Thereupon I caused public notice of the time and place of sale of said real estate to be given for more than thirty days (to wit: five consecutive weeks) before the day of sale by advertisement in the Richwood Gazette a newspaper printed in said Union County, and of general circulation therein, as will appear by a copy of said advertisement hereto attached.

And on the 1st day of April 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:
 Did not sell for want of bidders.

W^m G. Snodgrass, Sheriff.

Proof of Publication

Henry C. Eisenmenger

Sheriff's Sale

On Order of Sale

Benjamin Wood et al

Court of Common Pleas, Union County, Ohio

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville Ohio on Saturday April 1st 1893, at or about the hour of One o'clock P. M. on said day, the following described real estate, to wit: Situated in Clairborne Township, Union County, State of Ohio, and in the village of Richwood and being all of the north half of Inlet

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N^o. 61 in the said village of Archwood. For a more specific description see Record in the Recorder's Office in Marysville, Ohio

Appraised at \$1400.⁰⁰ Terms of Sale. Cash.
Gardiner & Millar, Attys. W^o. G. Snodgrass, Sheriff
The State of Ohio. Union County, Ohio.
Union County ss:

I, Geo. W. Worden, publisher, being duly sworn, says that the notice hereto attached was published in the Archwood Gazette, on the 2^d day of March, 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 19th day of May 1893. (Seal) J. F. Millar, Notary Public.

Entry

Afterward, on the 13th day of March A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

6450

Henry C. Eisenmenger
or
Benjamin Wood et al | Journal 16, Page 333.

Leave was this day granted the defendant Alice Wood to file Answer and Cross Petition herein instantler.

Answer

Afterward, on the 13th day of March, A. D. 1893, an Answer & Cross-Petition was filed with the Clerk of said Court:

Cross-Petition

Henry C. Eisenmenger, Plaintiff
or

Alice Wood

Benjamin Wood, Alice Wood, George A. Converse, Derris B. Converse, Lemuel Langstaff, W. H. Conkright, Robert Howe & Hayman & Henline
Defendants

Court of Common Pleas
Union County, Ohio.

6450

The said Alice Wood says that on or about the 1st day of January 1889 the defendants George A. Converse and Derris B. Converse executed and delivered to Lemuel Langstaff their certain promissory note and promised to pay to the order of the said Lemuel Langstaff the sum of \$122.⁵⁰ in two years from date at 6% interest payable annually and that at the same time and date there were a number of other notes given seven or eight in number by the same parties and for the same amounts on which the interest was payable annually.

Said Alice Wood further says that before the maturity of said notes and for a good, full and valuable consideration the said notes were indorsed by the said Lemuel Langstaff and payment guaranteed by him and the same became the property of the said W. H. Conkright.

The said Alice Wood says that she is the legal owner and holder of said note given on the 1st day of January 1889 and due on the 1st day of January 1891, for the sum of \$122.⁵⁰ and interest at 6% payable annually that she purchased said note before the same became due and for

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a good, full, and valuable consideration and there is due said Alice Wood said sum of \$122.⁵⁰ with interest at 6% from the 30th day of December 1890 from the said George A. Converse and Dessie B. Converse as principal and Lemuel Langstaff as indorser and that the note with the other notes given at the same time and referred to by the petition and answers and cross-petition in this case were secured by mortgage on the premises described in the petition in this action.

The said Alice Wood says that the note referred to as belonging to her is lost and that she is not able to set out an exact copy but says that said note was substantially as the copy set out in said petition except that the said note was due on the 1st day of January 1891.

Wherefore said Alice Wood prays judgment against the said George A. Converse and Dessie B. Converse as principal and Lemuel Langstaff as indorsers and that the Court may settle the priority of liens under said mortgage and for all other relief.

Second Cause of Action:

Said Alice Wood says there is due her for interest paid on the 30 day of December 1890, on notes referred to here before the sum of \$57.²⁵ which amount said Alice Wood paid and which amount is now due said Alice Wood from said George A. Converse and Dessie B. Converse as principal and Lemuel Langstaff as indorser.

Plaintiff further says that said interest was secured by said mortgage referred to in said petition and on the lands therein described.

Wherefore said Alice Wood prays for judgment against said George A. Converse and Dessie B. Converse as principal and Lemuel Langstaff as indorser, and that the priority of liens may be determined by the Court under said mortgage and for all other relief.

W. T. Hooper, Attorney for Alice Wood.

State of Ohio,
Union County ss

Alice Wood being sworn says the facts stated in the foregoing answer and cross-petition are as she believes true.

Alice Wood.

Sworn to and subscribed in my presence this 11th day of March 1893. (Seal) J. M. Sanders, Notary Public.

Alias
Order of
Sale

Afterward, on the 8th day of April A. D. 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, At a term of Court of Common Pleas, holden at the Court House within and for said County upon the 7th day of February 1893, Henry C. Eisenmenger obtained a Judgment or Decree against Benjamin Wood for the sum of Two hundred

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and seventy-five dollars, and costs of suit: And Whereas, it was then and there by said Court ordered, adjudged and decreed that the said Benjamin Wood within three days from the 7th day of February A. D. 1893 pay unto the said Henry C. Eisenmenger the sum of Two hundred and seventy five dollars with interest from the 9th day of January 1893, and costs aforesaid, and upon default to pay the same, that an order of sale issue to the Sheriff of said County, commanding him to proceed according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiff's petition to:

And whereas, the three days aforesaid, have fully expired, and the said sum of \$275⁰⁰ and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

And whereas, under a former order of sale issued out of this Court, on the 21st day of February A. D. 1893 the following lands and tenements were appraised, advertised and offered for sale, to wit: "Situate in Union County, Ohio, in the village of Richwood, and being all of the north half of Tr Lot N^o 61 in the said village of Richwood. For a more specific description, see Record in the Recorder's Office in Marysville, Ohio.

And whereas, no sale was had under said order, we therefore command you, that you proceed without delay to advertise and sell according to the statute regulating sales on judgments and executions at law. The said premises above described under the appraisement had under the said former order of sale, herein, were appraised at the sum of \$1400⁰⁰ and the money arising from said sale, and your proceedings herein, have you before our Court of Common Pleas next to be holden in and for said County and make return of this order within sixty days from the date thereof.

Witness, R. M^o Croy, Clerk of the Court of Common Pleas of said County and seal of said Court, at Marysville, this 8th day of April A. D. 1893.
R. M^o Croy, Clerk.

And on the 13th day of May, A. D. 1893, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Sheriff's Return

6450

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|----------------|-------|
| Notice to Ctr. | 25 |
| Affidavit of " | 25 |
| Writing Notice | 25 |
| Mileage | 2 56 |
| Return | 25 |
| Total | 3 56 |
| Printer's fee | 10 30 |

The State of Ohio,
Union County, ss: Sheriff's Return.
In obedience to the command of the order of sale hereto annexed, I did on the 8th day of April 1893, cause to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale at the door of the Court House of said County, on the 13th day of May 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:

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5 consecutive weeks; and in pursuance to said notice I did, on said 13th 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 - - said land did not sell for want of bidders.

W^m L. Snodgrass, Sheriff.

Proof of Publication

Henry C. Eisenmenger
or
Benjamin Wood 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 13th, 1893, at or about the hour of one o'clock P. M. on said day, the following described real estate, to-wit:

Situated in Clairborne Township, Union County, State of Ohio, and in the village of Richwood and being all of the north half of In Lot N^o 61 in the said village of Richwood.

For a more specific description see Record in the Recorder's Office in Marysville, Ohio.

Appraised at \$1400.⁰⁰

Terms of Sale, Cash.

Gardiner & Millar
Plaintiffs Attorneys.

W^m L. Snodgrass, Sheriff,
Union County, Ohio.

The State of Ohio,
Union County, ss:

I, Geo. W. Worden, publisher, being duly sworn, says that the notice hereto attached was published in the Richwood Gazette on the 13th 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 19th day of May 1893.
(Seal) J. F. Millar, Notary Public.

Entry

Afterward, on the 2nd day of May, A. D. 1893, an Entry was made on the Journal by the Clerk of said Court.

6450

Henry C. Eisenmenger
or
Benjamin Wood et al

Journal 16, Page 403

Now comes J. L. Cameron, Attorney of Record herein for the defendant W. H. Conkright, and suggests the decease of said defendant since the beginning of this action, and that Henry C. Conkright has been duly appointed and qualified as his Administrator; and the Court being satisfied thereof, do on consent of the parties, order that said Administrator be made a party to this action in the stead of W. H. Conkright, deceased, and that it stands so revived.

Entry

Afterward, on the 5th day of June A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to-wit:

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Henry C. Eisenmenger
or
Benjamin Wood et al

Journal 16, Page 406.

It appearing to the Court that the real estate taken on

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Order of Reappraisal and Sale

Appraisal The State of Ohio Union

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Sheriff's Return

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execution herein have been twice advertised and offered for sale and still remains unsold for want of bidders, now on motion of the plaintiff, the appraisement heretofore made is hereby set aside and a new one ordered and that said real estate be again offered for sale under the new appraisement.

Order of Re-appraisement and Sale

Afterward, on the 17th day of June A. D. 1893, an Order of Re-appraisement & 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 an order of our Court of Common Pleas, within and for said County, at the January Term thereof A. D. 1893, in a certain foreclosure proceeding wherein Henry C. Eisenmenger is plaintiff, and Benjamin Ward et al are defendants, a writ issued out of said Court for the sale of the premises hereinafter described: And whereas no sale being had under said order an alias writ issued for the sale thereof on the 8th day of April A. D. 1893.

6450

And whereas, no sale being had under said order, the said Court has therefore ordered a re-appraisement and sale of the same; We command you to proceed without delay, and cause to be appraised and advertised, and to sell according to law, the following described real estate, situate in the County of Union, and State of Ohio, and in the village of Richwood, and being all of the north-half of In Lot N^o 61, in the said village of Richwood.

For a more specific description see Record in the Recorder's Office in Mariysville, Ohio.

To satisfy a judgment rendered in favor of said plaintiff against said defendant for the sum of two hundred and seventy-five dollars with interest at the rate of 6% per cent. from the 7th day of February 1893 until paid 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, this
(Seal) 17th day of June A. D. 1893.
R. M. Leroy, Clerk.

Sheriff's Return

And on the 1st day of August A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6450

The State of Ohio,
Union County, ss: Sheriff's Return.
In obedience to the command of the Order of Sale hereto annexed, I did on the 21st day of June 1893, summon R. S. Gann, John Ogan, and J. C. Strubert three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and after

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ward, on the 21st day of June A. D. 1893, said appraisers returned to me, under their signatures, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at nine hundred dollars.

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| Sum. Aprs. | 1 20 |
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| Writing Aprl. | 2 5 |
| Copy of " | 2 5 |
| Notice to Otr. | 2 5 |
| Affidavit of Otr. | 2 5 |
| Mileage | 2 50 |
| Return | 2 5 |
| Total | 5 26 |

Re-certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 21st day of June 1893, I caused to be advertised in the Richwood Gazette (a newspaper printed and published and of general circulation in said County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 22nd day of July 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: 5 consecutive weeks, and in pursuance to said notice, I did on said 22nd day of July 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 then and there came Henry C. Eisenmenger and Emma Eisenmenger who bid for the same the sum of Seven hundred and twenty-five dollars, and said sum being more than two thirds of the appraised value thereof and said Henry C. Eisenmenger and Emma Eisenmenger being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for said sum of Seven hundred and twenty-five (\$725.⁰⁰) dollars.

W^m S. Snodgrass, Sheriff.
 Henry C. Eisenmenger | Sheriff's Sale
 or. | On Order of Sale
 Benjamin Wood et al | Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday July 22nd, 1893, at or about the hour of One o'clock P. M. on said day, the following described real estate, to-wit:

Situated in Blairbourne Township, Union County, State of Ohio, and in the village of Richwood and being all of the north half of In Lot N^o 61, in the said village of Richwood. For a more specific description see Record in the Recorder's Office in Marysville, Ohio.

Appraised at \$900.⁰⁰ Terms of Sale, Cash.
 W^m S. Snodgrass, Sheriff Union County, Ohio.

Gardiner & Millar Attys.
 The State of Ohio,
 Union County, ss:

I, Geo. W. Worden, publisher, being duly sworn, says that the notice hereto attached was published in The Richwood Gazette, on the 21st day of June 1893 and continued therein five consecutive times, during all of which time said news-

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Geo. W. Warden.

Sworn to and subscribed before me, this 22nd day of July
A. D. 1893. (Seal) J. P. Millar, Notary Public.

Entry

6450

Afterward, on the 29th day of September A. D. 1893, an
Entry was made on the Journal by the Clerk of said Court.
Henry C. Eisenmenger

vs.

Journal 16. Page 457.

Benjamin Wood et al

On motion of the Administrator of W. H. Conkright
cross-petitioner herein, and upon 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 the same are hereby approved and confirmed.

And it is further ordered that the said Sheriff con-
vey to the purchaser Henry Eisenmenger by deed in fee sim-
ple the lands and tenements so sold.

And the Court coming now to distribute the proceeds
of said sale amounting to \$725.⁰⁰ it is ordered that the
Sheriff out of the money in his hands pay

First: The costs of this action taxed at \$92.³⁸

Second: To the Treasurer of said County the taxes that may
be due upon said premises amounting to \$27.²⁰

Third: To Henry Conkright as Administrator of W. H. Conkright
the sum of \$572.¹⁶

Fourth: The balance of the purchase money to Henry
Eisenmenger to apply on his claim.

Attest

R. M. Cross
Clerk

Pleas continued and held at the Court House in
Marysville within and for the County of Union, in the Tenth
Judicial District of the Court of Common Pleas of the State
of Ohio, before the Honorable John A. Price, Judge of said
Court of the term of September, to-wit, on the 11th day of Septem-
ber in the year of our Lord one thousand eight hundred and
ninety-three.

Be it remembered that, heretofore, to-wit, on the 17th day of
July A. D. 1893, Michael P. Wood filed in the Clerk's Office of the
said Court of Common Pleas the following Petition against
Laura M. Wood, to-wit:

Petition Michael P. Wood, Plaintiff
vs.

Union County, Ohio.
Court of Common Pleas.

6565 Laura M. Wood, Defendant

The plaintiff Michael P. Wood says that he has been a resident of the County of Union for more than a year last past and is now a bona fide resident of said Union County.

That on the 24th day of February 1864 he was married to the defendant Laura M. Wood whom he prays may be made a party hereto. That he has always been to the defendant a faithful and provident husband, yet she disregarding her marital duties has been wilfully absent from the plaintiff for more than three years without any fault of the plaintiff whatever and without his consent thereto.

Plaintiff therefore prays that upon the final hearing of this petition he be divorced from the defendant and for all proper relief in the premises.

Michael P. Wood, by

J. M. Kennedy, his Attorney

And, at the same time said Michael P. Wood filed the following Waiver, in the words and figures following:
To the Clerk:--

Issue Summons and copy of Petition directed to Sheriff Lawrence County, State of Illinois for Laura M. Wood returnable according to law, indorsed "Divorce prayed for."

J. M. Kennedy, Attorney for Plaintiff.

And thereupon a Summons in the following words and figures was issued in said cause indorsed as follows:
The State of Ohio.

Summons Union County, ss. To the Sheriff of Lawrence County, Illinois.

6565

You are commanded to notify Laura M. Wood that Michael P. Wood has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her) charging her with wilful absence, and asking that he be divorced from her.

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 31st day of July A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 17th day of July A. D. 1893.
(Seal) R. M. Erory, Clerk.

Indorsed: "In action for Divorce."

And afterward, on the 21st day of July A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Received 8 o'clock A. M. on the 19th day of July A. D. 1893; and on the 19th day of July A. D. 1893, I served the same by reading and delivering a true copy thereof to the within named Laura M.

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Petition

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| Service | 2.00 | Wood, and also on the 19 th day of July A. D. 1893. I |
| Mileage | 2.00 | served on the said Laura M. Wood a copy of the petition |
| Docket | .25 | in said case by reading and delivering the same to |
| Return | .10 | her. W. A. Cochran, Sheriff Lawrence Co., Ill. |
| Total | 4.35 | Subscribed and sworn to before me this 20 th day of |

Entry
6565

July 1893. Alfred J. Judy, Notary Public. (Seal)
 Afterward, on the 22nd September A. D. 1893, an Entry was
 made on the Journal by the Clerk of said Court, to wit:
 Michael P. Wood
 vs.
 Laura M. Wood
 Journal 16, Page 445.

This day this cause came on to be heard upon the
 petition of the plaintiff the defendant being in default for
 answer and the Court after hearing the proofs in the case
 submitted and arguments by counsel do find that at the
 time of the filing of the petition in this case the plaintiff
 had been a resident of the State of Ohio for more than a year
 and was a bona-fide resident of Union County.

The Court further finds that said defendant had
 been wilfully absent for more than three years last past
 and that due notice of the pendency of this petition had
 been served upon her.

It is therefore ordered and adjudged by the Court
 that the marital relation heretofore existing between the
 plaintiff and defendant be wholly dissolved and held for
 naught, each party released from the obligations thereof
 and that a complete divorce be granted said plaintiff
 Michael P. Wood.

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 September, to wit, on the 11th day of September in
 the year of our Lord one thousand eight hundred & ninety three.

Be it remembered that, heretofore, to wit, on the 4th day
 of August A. D. 1893, Dora May filed in the Clerk's Office of the
 said Court of Common Pleas the following Petition against
 Samuel May, to wit:

Petition Dora May, Plaintiff
 vs.
 Samuel May, Defendant
 State of Ohio, Union County,
 Court of Common Pleas.

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Dora May the above named plaintiff says that she is an actual resident of said Union County, Ohio; and that she has been an actual bona-fide resident of said State of Ohio continuously for more than one year last past. That she and the said defendant Samuel May were married to each other on or about the 16th day of October 1890 at Reenselaer Indiana; that there are no children of said marriage; and that she has always conducted herself as a true and faithful wife to said Samuel May and that on or about the 1st of October 1891, he left her and refused to provide for her the necessaries of life or to furnish her either money or clothing, or in any way provide for her.

That at the time he left her she was sick in bed and had been for several weeks; that he left her without any means of support except the charity of others who were not bound for her support; that for more than a year after he left she was unable to work and support herself and had to depend entirely upon the charity of others.

That since that time he has not offered to support her or to render her any assistance whatever.

That he left her without any cause on her part, that she has at all times conducted herself as a true and faithful wife.

Wherefore the plaintiff prays that she be adjudged and decreed a divorce from her said husband Samuel May and that the bonds of their said marriage may be absolutely dissolved.

State of Ohio,
Union County, ss:

Burnham C. Bales,
Attorney for Plaintiff.

Dora May being sworn say that she is the plaintiff in this action and the facts stated and matters alleged therein are true as she verily believes.

Dora May.

Subscribed and sworn to this 4th day of August 1893.

(Seal)

R. Mileroy, Clerk.

State of Ohio,
Union County Court of Common Pleas.

Dora May, Plaintiff
vs.

Samuel May, Defendant

Affidavit for Publication.

Dora May the above named plaintiff swears that service of a summons and a copy of the petition herein cannot be made within this State upon the said defendant Samuel May and that his place of residence is unknown to her and that this action is brought by the said Dora May against the said Samuel May in this Court for divorce according to the Statute in such case made and provided, and further saith not.

Dora May.

Subscribed and sworn to before me this 4th day of August 1893.

(Seal)

R. Mileroy, Clerk.

Proof of Publication

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Entry

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Legal Notice.

Samuel May, whose place of residence is unknown, late of Remington, Indiana, will take notice that on the 4th day of August 1893, in the Court of Common Pleas of Union County, Ohio, where the action is now pending being cause N^o 6572, the undersigned Dora May filed her petition against Samuel May, praying for divorce. The said Samuel May is required to answer the petition in said action not later than 6 weeks after the 10th day of August 1893, the date of the first publication of this notice, or such divorce may be granted.

Burnham C. Bales, Attorney for Plaintiff

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

The undersigned, being duly sworn, say 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 10th, 1893.

A. J. Heare.

Sworn to and subscribed before me this 26th day of September 1893.

John M. Brodrick, Notary Public.

(Seal)

Union County, Ohio.

Afterward, on the 29th day of September A. D. 1893, an Entry was made on the Journal by the clerk of said Court.

Dora May

Journal 16, Page 458.

Entry

vs. Samuel May

6572

This day this cause came on to be heard upon the petition of the plaintiff, the defendant being in default; and the Court having heard all the proofs and evidence adduced by the parties and being fully advised in the premises doth find that the said defendant Samuel May is guilty of wilful desertion and gross neglect of duty and that all and singular the facts alleged in the petition are true.

Wherefore by reason of said aggressions on the part of said defendant Samuel May the said Dora May is hereby granted an absolute divorce from her said husband and the said marriage between them annulled.

Attest
A. M. Brown
Clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Southern Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Rice, Judge of said Court, of the term of September, term, on the 9th 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 10th day of January A. D. 1893, Lacy Smedgrass filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Malissa Converse et al. to-wit:

Lacy Smedgrass, Plaintiff

Petition

Court of Common Pleas.

6494

Malissa Converse, Stephen A.

Douglass, Cora T. Douglass,

C. Minnie Douglass, Thurman P.

Douglass, Daisy L. Douglass,

Samuel Willis, Defendants

Union County, Ohio.

Plaintiff has a legal right to and is seized in fee simple as daughter and one of the heirs at law of Perry Douglass deceased of the undivided one-seventh ($\frac{1}{7}$) part of the following real estate situated in this the said County of Union and bounded and described as follows:

Beginning at a stone in the line of 303 acres of land conveyed by Joseph Sager to Perry Douglass and Farrow Clemens thence N. 68 $\frac{1}{2}$ ° E. 47 poles to a stone; thence S. 36° E. 48 poles and 5 links to a stone; thence N. 54° E. 260 poles to a stone; thence N. 30° 4' poles to a stone; thence N. 36° - W. 35 poles and 18 links to a stone; thence S. 51° - W. 38 poles to an elm; thence 37 $\frac{1}{2}$ ° - E. 11 poles and 7 links to a stump on the bank of the creek; thence down the creek following the meanderings thereof 22 poles to a stone; thence N. 54° - E. 13 poles and 15 links to a stone; thence S. 21° - E. 20 poles to the beginning corner containing one hundred and fifty-one and one-half acres ($151\frac{1}{2}$) more or less.

Also another tract or parcel of land bounded and described as follows: Survey N^o 3686. Beginning at two beeches in the north-east line of said Survey N^o 3686 and north-east corner to Perry Douglass; thence with the original line of said Survey N. 35° - W. 15 $\frac{1}{2}$ ° poles to a stone corner to a lot of 38 acres deeded by said Douglass to said Rickard; thence with a line of said lot S. 54° - 24' - W. 302 $\frac{7}{10}$ poles to a stone corner to said lot in a County road; thence with said road S. 27 $\frac{1}{2}$ ° - E. 15 $\frac{7}{10}$ poles to a stake corner to said Douglass; thence with his line N. 54° - E. 305 $\frac{68}{100}$ poles to beginning containing twenty-eight acres and twelve poles more or less.

The defendants Malissa Converse, Stephen A Douglass Cora T. Douglass, C. Minnie Douglass, Thurman P. Douglass, who is a minor aged about 10 years, Daisy L. Douglass who is a minor aged about 16 years are tenants in common with plaintiff in said premises in the following proportions, to-wit: To the plaintiff one-seventh; to Malissa Converse one-seventh;

Summons

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to S. A. Douglass one-seventh: to Cora T. Douglass one-seventh:
L. Minnie Douglass one-seventh: Thurman P. Douglass one-
seventh: Daisy L. Douglass one-seventh.

The said Perry Douglass from whom the lands before
described descended to the plaintiff and the defendants has
been deceased more than one year previous to the commence-
ment of this writ: since the 9th day of January 1892.

The plaintiff desires to have her interest set off to her
in severalty and prays that partition may be made of said
premises or if that cannot be done without manifest injury
that such proceedings may be had as are authorized by law.

D. W. Ayers, Attorney for

State of Ohio,
Union County, ss:

D. W. Ayers being first duly sworn says he is the Attorney
of the above named plaintiff duly authorized in the premises
and that she is now absent therefrom and that the facts
stated and allegations in the foregoing petition are as
affiant believes true.

D. W. Ayers.

Sworn to before me and signed in my presence by
the said D. W. Ayers this 10th day of January 1893.

(Seal)

J. W. Dilton, Notary Public.

And, at the same time said Lacy Snodgrass filed
the following Praecipe, in the words and figures following
To Clerk:

Issue Summons on the petition in the above case
to the Sheriff of Union County, Ohio for Malissa Converse,
S. A. Douglass, Cora T. Douglass, L. Minnie Douglass, Thurman P.
Douglass, a minor under fourteen (14) years of age, who lives with
S. A. Douglass (see Section 5047) Daisy L. Douglass a minor over
fourteen (14) years of age, and Samuel Willis, returnable according
to law. Indorse, Action for Partition.

D. W. Ayers.

Attorney for Plaintiff.

Summons

6494

And thereupon, on the 10th day of January 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:

You are hereby commanded to notify Malissa Converse,
Stephen A. Douglass, Cora T. Douglass, L. Minnie Douglass,
Thurman P. Douglass, (a minor under fourteen (14) years of age
who lives with S. A. Douglass) Daisy L. Douglass (a minor
over fourteen (14) years of age) and Samuel Willis that they
have been sued by Lacy Snodgrass in the Court of Common
Pleas of Union County, and must answer by the 11th 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 23^d day of January A. D. 1893. Witness my hand and the seal of said Court, this 10th day of January A. D. 1893.

(Seal) R. M. Leroy, Clerk.

Indorsed: In action for Partition.

And afterward, on the 23^d 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:

| | |
|------------------|--------|
| Sheriff's Return | 1.30 |
| Mileage | 1.92 |
| Copy | 1.03 |
| Total | \$4.25 |

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

Received this writ January 10th, A. D. 1893 at 2 o'clock P. M. and served same by delivering a true copy of this summons to each one named in person.

W^o G. Snodgrass, Sheriff.

Afterward, on the 10th day of February A. D. 1893, an Answer & Cross-Petition was filed with the Clerk of said Court, to-wit:

Lacy Snodgrass, Plaintiff

Court of Common Pleas, Union County, Ohio.

vs. Malissa Converse, et al. Defendants

And now comes the defendant, Samuel Willis, and files this his answer and cross-petition, and by way of cross-petition says: That on the 10th day of July, 1890, Perry Douglass, then in full life, made and delivered to this defendant, his promissory note of that date and thereby promised to pay to this defendant the sum of one thousand five hundred (\$1500.00) dollars, in two (2) years from said date, with interest thereon payable annually at the rate of 8 per cent. per annum for value received.

On August 1st, 1891, there was received on said note the sum of (\$500.00) five hundred dollars. There are no other or further credits.

That on the said 10th day of July 1890, to secure payment of said promissory note and interest, said Perry Douglass, the father of this plaintiff and these defendants, except Samuel Willis, executed and delivered to this defendant his mortgage deed, and then and there conveyed to this defendant, his heirs and assigns forever, the following described real estate, situate in the township of Jerome, in the County of Union and State of Ohio, bounded and described as follows, to-wit:

Beginning at a stone in the line of 303 acres of land conveyed by Joseph Sager to Perry Douglass and Farrow Clemens; thence N. 68^o 3/4 - E. 47 poles to a stone; thence S. 36^o - E. 48 poles and 5 links to a stone; thence N. 57^o - E. 260 poles to a stone; thence N. 36^o - W. 304 poles to a stone; thence N. 36^o - W. 35 poles and 18 links to a stone; thence S. 51^o - N. 38 poles to an elm; thence 37^o 1/2 - E. 11 poles and 7 links to a stump on the bank of the creek; thence down the creek, following the meanderings thereof 22 poles to a stone; thence N. 54^o - E. 13 poles and 15 links to a stone; thence S. 21^o - E. 20 poles to the beginning, corner containing one hundred and fifty one and one-half (151 1/2) acres, more or less, and being the same piece of land conveyed to Perry Douglass by Farrow Clemens and wife by quit claim deed June 7th, 1893.

The condition contained in said

Sheriff's Return

Answer & Cross-Petition of Samuel Willis

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mortgage is in substance as follows: that if the said Perry Douglass shall well and truly pay or cause to be paid to the said Samuel Willis, on the 10th day of June, 1892, the sum of fifteen hundred (\$1500.⁰⁰) with 8% interest; the same made payable by a promissory note of even date herewith; then the said mortgage to be null and void.

Said mortgage was delivered to the Recorder of Union County, Ohio, to be by him recorded on July 28th 1890 at 9-15 o'clock A. M. and the same was recorded on August 12th, 1890 in mortgage Book N^o: 30 Page 4; and at the time of said filing said mortgage became a valid, subsisting lien upon said premises, and the first and best lien thereon. No payments have been made upon said note save as heretofore mentioned viz: \$500.⁰⁰ August 1st, 1891.

At the time of said payment there was due on said note the sum of \$1627.⁰⁰ made up as follows, viz:

| | |
|--|--|
| \$1500. ⁰⁰ at 8% for one year | \$120. ⁰⁰ |
| \$1500. ⁰⁰ at 8% for 20 days | \$ 6. ⁶⁶ |
| \$120. ⁰⁰ at 8% for 20 days | \$.40 |
| Total | <u>\$127.06 + \$1500.⁰⁰</u> |

Principal and Interest \$1627.06
 From which amount subtract the payment \$ 500.⁰⁰
 New Principal August 1st, 1891 \$1127.⁰⁶

One year's interest has become due on the said \$1127.⁰⁶ to wit: \$90.¹⁶, which sum of \$90.16 bears interest at the rate of 6% from August 1st, 1892: there is further due the said principal sum of \$1127.⁰⁶ with interest thereon at the rate of 8% per annum from August 1st, 1892, interest payable annually.

The condition contained in said mortgage is broken and the same has become absolute.

This defendant therefore asks that if said premises shall be sold by the order of this Court, that his mortgage lien aforesaid be protected and that the amount of said indebtedness be ordered paid out of the proceeds of said sale and for all other proper relief.

Howard C. Black, Attorney for Defendant.

The State of Ohio,
County of Madison, ss:

Samuel Willis, the defendant above named, being duly affirmed says that the facts stated and allegations contained in his foregoing answer and cross petition are true, as he verily believes.

Samuel Willis.

Affirmed before, a Notary Public, in and for said County and State and subscribed in my presence this 26th day of January, 1893.

(Seal) J. J. Black, Notary Public

Afterward, on the 11th day of February A. D. 1893, an Answer was filed with the Clerk of said Court, to wit:
Wacy Snodgrass, Plaintiff

vs.
Malissa Converse, et al. Defendants

In Common Pleas Court
Union County, Ohio.

Answer

6494

S. A. Douglas, Cora F. Douglas, & Winnie Douglas, of lawful age say that they are tenants in common with the plaintiff and each is owner of an undivided one-seventh interest of said property in fee: also Thurman P. Douglas and Daisy L. Douglas each minors over fourteen years old are tenants in common with said plaintiff and are owners of an undivided one-seventh part of said property in fee.

State of Ohio,
Village of Plain City
Madison County, ss:

S. A. Douglas, being duly sworn says that he is one of the defendants in the foregoing case and that the facts set forth in the foregoing answer are true as he verily believes.

S. A. Douglas.

Sworn to before me and subscribed in my presence this 9th day of February 1893.

Seal

D. D. Keith, Mayor of the Incorporated Village of Plain City, Madison County, Ohio.

Entry

6494

Afterward, on the 13th day of March A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Lacy Snodgrass

Journal 16, Page 330.

vs.
Malissa Converse et al

It appearing to the Court that Thurman P. Douglas, and Daisy L. Douglas defendants herein are minors of the age of fourteen years and have neglected for twenty days from the return of Summons served upon them to apply for a Guardian ad litem on motion of the plaintiff N. N. Merchant is hereby appointed Guardian for the suit for said minor defendants.

And now comes - - - and in open Court accepts said appointment.

Answer

of Guard. ad litem

Afterward, on the 13th day of March, A. D. 1893, an Answer was filed with the Clerk of said Court, to wit:

Lacy Snodgrass, Plaintiff

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

Thurman P. Douglas and Daisy L. Douglas minor defendants by N. N. Merchant their guardian ad litem for answer to the petition deny all the allegations therein contained and say that they are of tender years and ask the Court to protect their rights and to grant them such relief as is proper.

N. N. Merchant.

Entry

6494

Afterward, on the 13th day of March A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Lacy Snodgrass

Journal 16, Page 331.

vs.
Malissa Converse et al

And now this cause came on to be heard on the petition the answer of S. A. Douglas, Cora F. Douglas, & Winnie Douglas.

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and Thurman P. Douglass and Daisy L. Douglass, and the answer and cross-petition of Samuel Willis, and the answer of Guardian ad litem for Thurman P. Douglass and Daisy L. Douglass and the evidence. And the Court finds that the defendants have all had due legal notice of the pendency and demand of the said petition.

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 there is no dower to be assigned in said premises the said Perry Douglass having left no widow. The plaintiff Lacy Snodgrass has a legal right to one-seventh of said estate, the defendants Malissa Converse one-seventh (1/7) of said estate. That S. A. Douglass, Vera T. Douglass, C. Minnie Douglass, Thurman P. Douglass, and Daisy L. Douglass are each entitled to the one-seventh (1/7) of said estate. And that the plaintiff is entitled to have partition made of said premises as prayed for in her petition.

It is therefore ordered adjudged and decreed that partition of said estate be made as prayed for in the petition of the plaintiff, and that Ray G. Morse, Marlon Hopkins and L. B. Harway three judicious and disinterested freeholders of the vicinity are appointed commissioners to make the same.

And it is ordered that if said estate is entire and cannot be divided by metes and bounds that the said estate be appraised. 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 herein before severally found entitled. And of his proceedings herein the Sheriff is ordered to make due return.

Afterward, on the 13th day of March A. D. 1893, a writ of Partition was issued by the Clerk of said Court, to wit:

The State of Ohio. To the Sheriff of said County.

Cursant 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 Lacy Snodgrass is the plaintiff, and Malissa Converse et al. the defendants, you are hereby commanded, that by the oaths of M. Hopkins, Ray G. Morse, L. B. Harway 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: Beginning at a stone in the line of 303 acres conveyed by Joseph Sager to Perry Douglass and Farrow Clemens: thence N. 68 1/2 E. 47 poles to a stone; thence S 36 E. 47 poles and 5 links to a stone; thence N. 57 E. 260 poles to a stone; thence

Writ of Partition

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N. 36 - W. 304 poles to a stone: thence N. 36 - W. 35 poles and 18 links to a stone; thence S. 51 - W. 37 poles to an elm; thence 37 1/2 - E. 11 poles and 2 links to a stump on the bank of the creek: thence down the creek following the meanderings thereof 22 poles to a stone; thence N. 54 E. 13 poles and 15 links to a stone; thence S. 21 - E. 20 poles to the beginning corner containing 137 1/2 acres more or less.

Also another tract or parcel of land bounded and described as follows: Survey N^o 36 76. Beginning at two beeches in the north-east line of said Survey N^o 36 76 and north-east corner to Perry Douglass; thence with the original line of said Survey N. 35 - W. 13 2/3 poles to a stone corner to a lot of 37 acres deeded by said Douglass to said Richard; thence with a line of said lot S. 54 - 24 - W. 312 2/3 poles to a stone corner to said lot in a County road; thence with said road S. 24 1/2 - E. 15 1/2 poles to a stake corner to said Douglass; thence with his line N. 54 - E. 305 5/10 poles to the beginning containing 27 acres and 12 poles more or less.

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 13th day of March A. D. 1893. R. M^o Leroy, Clerk.

And afterward, on the 13th 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:

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| Service | 25 |
| Mileage | 1 76 |
| Ret. Writ | 25 |
| Swear Com. | 25 |
| Report Com. | 25 |
| Convey. " | 2 00 |
| Return | 25 |
| Total | 5 01 |
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As commanded by the foregoing Writ of Partition I have executed the same by the oaths of M. Hopkins Ray S. Morse, L. B. Harvey, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 13th day of March A. D. 1893. W^m H. Snodgrass, Sheriff.

Lacy Snodgrass vs. Malissa Converse et al

Union County, ss: Court of Common Pleas,

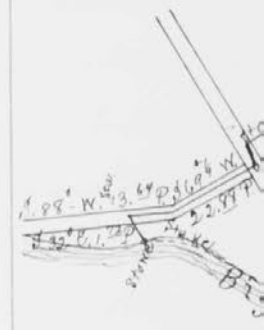
According to the command of the Writ of Partition in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the same at Sixty five dollars per acre.

Given under our hands this 13th day of March A. D. 1893.

Commissioners { M. Hopkins, Ray S. Morse, L. B. Harvey

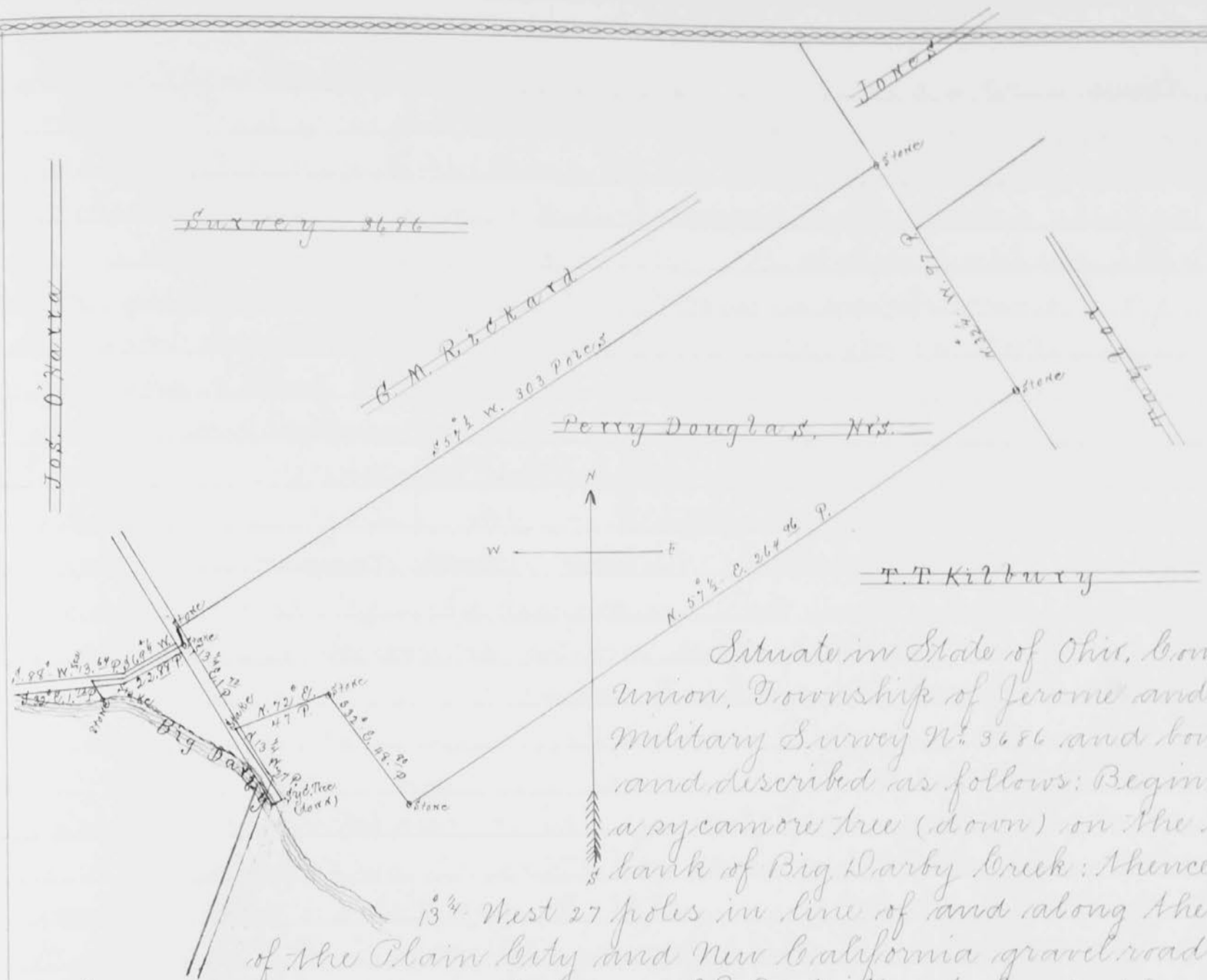
Comm. Report 6494

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Entry was made 6494 Lacy Snodgrass vs Malissa Converse et al of the e appointe and bon there is



Situate in State of Ohio, County of Union, Township of Jerome and Virginia Military Survey No. 3686 and bounded and described as follows: Beginning at a sycamore tree (down) on the east bank of Big Darby Creek: thence north 13 3/4 West 27 poles in line of and along the center of the Plain City and New California gravel road to a stake at the south-west corner of T. T. Kilbury's land: thence with the lines of said Kilbury's lands N. 72° E. 47 poles to a stone: thence S. 32° E. 48 7/10 poles to a stone: thence N. 57 1/2° E. 264 3/4 poles to a stone in the east line of said survey and at the north-east corner of said Kilbury land: thence with said survey line N. 32 1/4° W. 97 poles to a stone at the north-east corner of George M. Richards land: thence with said Richards line S. 57 1/2° W. 303 poles to a stone in the center of said Plain City and New California gravel road thence with the center of said gravel road S. 13 3/4° E. 1 7/10 poles to a stake at the point of intersection of said gravel road with the Plain City and Marysville gravel road: thence with the center of the last named gravel road S. 69 3/4° W. 22 28 poles and S. 88° W. 13 6/10 poles to a stake: thence S. 32° E. 1 7/10 poles with Joseph O'Harris line to a stone on the bank of said Big Darby Creek: thence with the east bank of said creek at low water mark and the various meanderings thereof to the place of beginning containing one hundred seventy-four and one-fourth (174 1/4) acres more or less.

Entry
6494
Lacy Snodgrass
vs.
Malissa Converse et al

Afterward, on the 13th day of March A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit: Journal 16, Page 332.

This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on the motion to confirm the same and it appearing that said estate cannot be divided by metes and bounds without injury to the value thereof (and that there is no dower interest in said premises) and that said

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Commissioners have made and returned their appraisement thereof in the sum of \$6.50 per acre.

The Court find that said return and proceedings in all respects correct and in conformity 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 premises be sold at public auction at the door of the Court House and that an order issue therefor to the Sheriff of Union County, Ohio, on the terms of one-third of the purchase money in cash on the day of sale, and the balance of said purchase money in two equal annual payments to be secured by mortgage on said premises.

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

Præcipe

6494

To the Clerk:

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

Dated March 13th 1893.

D. W. Ayers, Attorney for Plaintiff.

Order of Sale

6494

Afterward, on the 14th day of March A. D. 1893, an Order of Sale in Partition was issued by said 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 Lacy Snodgrass, plaintiff, and Malissa Converse, Stephen A. Douglass, Nora T. Douglass, C. Minnie Douglass, Thurmman P. Douglass and Daisy E. Douglass, defendants, we command you that without delay, you proceed to sell at public auction the lands and tenements in said petition described, to-wit:

Beginning at a stone in the line of 303 acres of land conveyed by Joseph Sagar to Perry Douglass and Harrow Clemens thence N. 68³/₄ - E. 47 poles to a stone; thence S. 36 - E. 48 poles and 5 links to a stone; thence N. 54 - E. 26.0 poles to a stone; thence N. 36 - N. 304 poles to a stone; thence N. 86 - N. 85 poles and 18 links to a stone; thence S. 51 - N. 38 poles to an elm; thence 37³/₈ - E. 11 poles and 7 links to a stump on the bank of the creek; thence down the creek following the meanderings thereof 22 poles to a stone; thence N. 54 - E. 13 poles and 15 links to a stone; thence S. 21 - E. 20 poles to the beginning containing one hundred and fifty-one acres and one-half acre (151¹/₂) more or less.

Also another tract or parcel of land, bounded and described as follows: Survey N^o 3686. Beginning at two beeches in the north-east line of said Survey N^o 3686 and north-east corner to Perry Douglass; thence with the original line of said survey north 35 - N. 13²/₁₀₀ poles to a stone corner to a lot of 38 acres deeded by said Douglass to said Rickard; thence with a line of said lot S. 54 - 24 - N. 302⁷/₁₀₀ poles to a

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Appraised at \$65⁰⁰ per acre free of 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
 (Seal) Marysville this 14th day of March A. D. 1893.
 R. M^r. Leroy, Clerk.

And afterward, on the 15th 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:

6-494

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| Service | 25 |
| Mileage | 1 76 |
| Copy to Ctr. | 25 |
| Poundage | 31 04 |
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| Total | 33 55 |
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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 news-paper printed and in general circulation in Union County, Ohio; and on the 15th day of April A. D. 1893, 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 same to S. H. Kuhlen for the sum of Eight thousand four hundred and sixteen^{dollars} and twenty-seven cents (\$8416.²⁷) said sum being more than two-thirds the appraised value; and he being the highest and best bidder, he was declared the purchaser.

W^m. G. Snodgrass, Sheriff, Union County, Ohio.
 Sheriff's Sale,
 Sale in Partition.

Proof of Publication
 Malissa Converse et al

6-494

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 15th 1893, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit: Beginning at a stone in the line of 303 acres of land conveyed by Joseph Sager to Perry Douglass and Farrow Clemens thence north 68 $\frac{3}{4}$ ° - east 47 poles to a stone; thence south 36° - east 45 poles and 5 links to a stone; thence north 54° - east 260 poles to a stone; thence north 86° - west 304 poles to a stone; thence north 36° - west 35 poles and 18 links to a stone; thence south 51° - west 38 poles to an elm; thence 37 $\frac{1}{2}$ ° - east 11 poles and 7 links to a stump on the bank of the creek; thence down the creek following the meanderings thereof 22 poles to a stone; thence north 54° - east 13 poles and 15 links to a stone; thence south 21° - east 20 poles to the beginning containing one hundred and fifty-one acres and one-half acre (151 $\frac{1}{2}$) more or less. Also another tract or parcel of land

bounded and described as follows: In Survey N^o. 3686.
 Beginning at two beeches in the north-east line of said Survey N^o. 3686 and north-east corner to Perry Douglass; thence with the original line of said Survey north 35° west 13 ⁷/₁₀ poles to a stone corner to a lot of 38 acres deeded by said Douglass to said Richard; thence with a line of said lot south 54°-24' west 302 ⁷/₁₀ poles to a stone corner to said lot in a County road thence with said road south 27°- east 15 ⁴/₁₀ poles to a stake corner to said Douglass; thence with his line north 54° east 305 ⁹/₁₀ poles to the beginning containing 28 acres and 12 poles more or less.

Appraised at \$65.00 per acre, free of dower estate.
 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.

Wth S. Smodgrass, 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 March 15th 1893.

W. O. Shearer.

Sworn to and subscribed before me, this 18th day of April 1893. (Seal) R. McCreary, Clerk.

Afterward, on the 21st day of April A. D. 1893, an Entry was made on the Journal by the Clerk of said Court.

Dacy Smodgrass

Journal 16, Page 381.

Malissa Converse et al

On motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under 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 confirmed and approved.

And the Sheriff is ordered by deed duly executed to convey said premises to S. H. Ruhlen the purchaser.

It is further ordered that the Sheriff out of the proceeds of sale pay-- First: To the Treasurer of Union County the taxes and penalty due on said premises.

Secondly: To the Clerk of this Court the costs of this action including a counsel fee to W. W. Ayers of \$180.00

State of Ohio,

Probate Court,

Union County

Filed in Common Pleas Court June 13th, 1893.

In the Matter of the Estate of Perry C. Douglass, Deceased.

I, Leonidas Piper, Sole Judge and Ex-officio Clerk of the Probate Court, within and for said County aforesaid, do hereby certify that I have ascertained from a statement of Stephen A. Douglas Admr. of the estate of Perry C. Douglas

Certificate

Petition

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deceased, that the sum of Forty-six hundred and eighty-three $\frac{22}{100}$ dollars (\$4683.²²) in addition to the available assets will be necessary to pay the indebtedness and expense of administering said estate.

In Witness Whereof, I have herewith set my hand and affixed the seal of said Probate Court, at Marysville, Ohio, this 13th day of June 1893.

Leonidas Piper, Judge
Ex-officio Clerk.

Afterward, on the 13th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, Dacy Snodgrass

Entry
6494

Malissa Converse et al | Journal 16, Page 428.

This day came Stephen A. Douglass, Administrator of Perry C. Douglass and having filed in this Court the certificate of the Probate Court of said County showing that the personal estate of said decedent is insufficient to pay his debts and that the sum of forty-six hundred and eighty three $\frac{22}{100}$ dollars in addition to the available assets will be necessary to pay the indebtedness and expense of administering said estate.

It is therefore ordered by the Court that the Sheriff out of the proceeds of the sale in partition in this case (net after paying costs and expenses of sale and taxes) pay to said Stephen A. Douglass as such Administrator the sum of forty-six hundred and eighty-three $\frac{22}{100}$ dollars to be by him applied in settling the said estate.

Attest
A. M. Perry
Clerk

Continued to page 556

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 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 27th day of April A. D. 1893, Orway January filed in the Clerk's Office of the said Court of Common Pleas the following Petition against H. L. Green et al. to-wit:

Petition
6536

Orway January, Plaintiff
vs.
H. L. Green, & Brothers and
William Melwood, Defendants

Court of Common Pleas,
Union County, Ohio.

This case having been appealed to this Court from the

judgment of a Justice of the Peace, and plaintiff files his petition and says that there is due him from said defendants as makers on the note a copy of which is hereto attached with all the endorsements thereon, the sum of thirty-one dollars and forty cents with eight per cent. interest thereon from the 25th of October A. D. 1892. That plaintiff is the bona-fide owner of said note and said sum and interest is due plaintiff from said defendants on said note and for which sum and interest plaintiff prays judgment against the defendants.

Robinson & Wardburn,

Attorneys for Plaintiff.

The State of Ohio,
Union County, ss:

Osway January, plaintiff being duly sworn deposes and says the allegations of the foregoing petition are as he believes true.

Sworn to before me and signed in my presence this 29th of April 1893. (Seal) R. W. Leroy, Clerk.

Copy of Note

West Mansfield, October 24th, 1892.
On the 24th day of October A. D. 1890, I, or we or either of us promise to pay Nickliff January or bearer the sum of one hundred and thirty dollars, value received with 8 per cent. interest after due to be paid annually and 6 per cent. before due.

H. L. Green & Brothers
Wm. Kellwood.

Endorsed on the back of said note:

February 16th, 1892, paid on the within \$122.²⁵/₁₀₀. Balance due October 25th, 1892 \$31.⁷⁵/₁₀₀.

Entry

6536

Afterward, on the 20th day of September A. D. 1893, an entry was made on the Journal by the Clerk of said Court, Osway January,

vs.
L. H. Green & Brother
William Kellwood

Journal 16, Page 438.

This day came the plaintiff but the defendants came not but made default. Whereupon the plaintiff by leave of the Court waived the right of trial by jury and submitted this case to the Court.

Whereupon the Court being fully advised in the premises upon the evidence find for the plaintiff that said defendants H. L. Green & Brothers and William Kellwood doth owe plaintiff on the note in his petition described the sum of thirty-three dollars and eighty-five cents as alleged.

It is therefore considered, ordered and adjudged by the Court that the plaintiff recover of said defendants said sum of thirty-three & ⁸⁵/₁₀₀ dollars and costs of suit, and said judgment to draw 8 per cent. interest from this date September 20th 1893.

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Petition

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 24th day of March A. D. 1893, Fannie Shuler filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Millie H. Thompson et al, to-wit:

Fannie Shuler, Carrie Palen
Alice Cady, Plaintiffs

Petition

vs.

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Millie H. Thompson, widow of
N. P. Thompson, Mand Hawley,
Ora Thompson, Nellie Thompson (a minor
over 14 years of age) Sarah E. Thompson (a minor
over 14 years of age) Walter Thompson (a minor under
14 years of age, Imogene Thompson (a minor under 14
years of age, Ezra Thompson (a minor under 14 years of
age, James W. Robinson, Executor of Nelson P. Thompson
Deceased, Defendants.

Now come the plaintiffs and complain of the defendants Millie H. Thompson, Mand Hawley, Ora Thompson, Nellie Thompson, Sarah E. Thompson, Walter Thompson, Imogene Thompson, Ezra Thompson, and James W. Robinson as the Executor of Nelson P. Thompson late of the County of Union and State of Ohio, deceased, the above named defendants and say: That on or about the 23rd day of December A. D. 1892 the said Nelson P. Thompson died, and the said James W. Robinson has been duly appointed, has qualified and is now acting as the Executor of the said Nelson P. Thompson.

The plaintiffs further says that a certain paper writing, purporting to be the last will and testament of the said Nelson P. Thompson, deceased, and bearing date the 3rd day of November A. D. 1892, was probated in the Probate Court of said Union County, Ohio, on the 2nd day of January A. D. 1893, a duly certified copy of such said purported last Will and Testament, with the order of probate thereof, in said Probate Court, is hereto attached, filed herewith and made part hereof, marked "Exhibit A."

The plaintiffs further aver that said defendants Millie H. Thompson widow of the said Nelson P. Thompson deceased, is the sole devisee of said purported Will and the plaintiffs Fannie Shuler, Carrie Palen, and Alice Cady and the defendants Mand Hawley, Ora Thompson, Nellie Thompson, Sarah E. Thompson, Walter Thompson, Imogene Thompson and Ezra Thompson are the sole heirs at law of the said Nelson P. Thompson, deceased.

Plaintiffs further aver that said paper writing,

purporting to be the last Will and Testament of the said Nelson P. Thompson is not his valid last Will & Testament. The plaintiffs also say: That said paper writing was not signed by the said Nelson P. Thompson as he was in- saw at said time, and that it was not attested and sub- scribed in the presence of the said Nelson P. Thompson by no witnesses who saw him subscribe his name or heard him acknowledge the same.

Second Cause of Action:

Plaintiffs further say, that at the time of the alleged making of said paper writing the said testator was not of sound and disposing mind and memory from a fatal disease and that he, the said alleged testator, had no knowledge of what he was doing or what he had done.

Third Cause of Action:

Plaintiffs further say, that at the time of making the alleged paper writing purporting to be the last Will and Testa- ment of the said Nelson P. Thompson deceased, that the said Nelson P. Thompson was under undue influence and restraint and that from disease and weakness of mind the defendant Millie H. Thompson and her brother Robert M. Henderson and others to these plaintiffs now unknown, by threats, fraud and importunement caused the said Nelson P. Thompson, deceased, to make said purported last Will and Testament.

Wherefore the plaintiffs ask that said order of probate be set aside and held for naught and that said alleged last Will and Testament of said Nelson P. Thompson, deceased, be adjudged to be not the valid last Will and Testament of the said deceased: for costs and all relief to which the plaintiffs may be entitled in the premises.

W. W. Merchant
John M. Brodrick
J. B. Fulton, Attorneys for Plaintiff.

State of Ohio,
Union County ss:

Alice Body being first duly sworn says: That the facts stated in the foregoing petition and order of probate and Will and allegations made are, as she verily believes, true.

Alice Body.

Sworn to before me and by the said Alice Body subscribed in my presence this 24th day of March A. D. 1893.

(Seal)

John M. Brodrick, Notary Public
Union County, Ohio.

To the Clerk:-

Issue Summons of the within named defendants to the Sheriff of Union County, Ohio, returnable according to law, indorse writ Contest Will.
March 24th, 1893.

W. W. Merchant
J. B. Fulton, Attorneys for Plaintiff.

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Last Will and Testament of Nelson O. Thompson, Deceased,
In Probate Court of Union County, Ohio.

Tuesday December 27th, A. D. 1892.

In the Matter of the Will of
Nelson O. Thompson, Deceased. No. 4150. Will Produced.

This day an instrument of writing, purporting to be the last Will and Testament of Nelson O. Thompson, late of Dover Township, in this County, deceased, was produced in open Court for Probate, and it is now ordered that the said Will be filed in this Court, and that due notice thereof and of the application to admit the same to probate and record be given to Nellie Thompson widow of said Nelson O. Thompson deceased, Alice Cody, Fannie Shuler, Carrie Palen, Maud Hawley, Ora Thompson, Nellie Thompson, E. Thompson, Walter Thompson, Imogene Thompson and Ezra Thompson next of kin of the testator, resident of the State of Ohio, five days prior thereto, that said application will be for hearing before this Court, on the 2nd day of January A. D. 1893 at One o'clock P. M.

Leonidas Piper, Probate Judge.

The State of Ohio. | Notice to Next of Kin.

Union County, ss: | In Probate Court. No. 4150.

In the Matter of the last Will and Testament of Nelson O. Thompson, Deceased: } To Robert M. Henderson

You are hereby commanded to notify Nellie Thompson widow of said Nelson O. Thompson, deceased, Alice Cody, Fannie Shuler, Carrie Palen, Maud Hawley, Ora Thompson, Nellie Thompson, E. Thompson, Walter Thompson, Imogene Thompson and Ezra Thompson - last 4 named being under 14 years of age living with their mother, giving at least five days notice, that on the 27th day of December A. D. 1892, an instrument of writing, purporting to be the last Will and Testament of Nelson O. Thompson, late of Dover Township, in said County, deceased, was produced in open Court, and an application to admit the same to probate was on the same day made in said Court.

Said application will be for hearing before this Court, on the 2nd day of January A. D. 1893, at One o'clock P. M.

Heir or fail not, but of this writ and service thereon, make due return.

Witness my signature as Judge of the Probate Court, and the Seal of said Court, this 27th day of December 1892.

(Seal)

Leonidas Piper, Probate Judge.

Return The State of Ohio.

Union County, ss: | Return.

4150

Robert M. Thompson being duly sworn, says that on the 27th day of December A. D. 1892, he served the within notice by delivering a true copy thereof to the within named Nellie Thompson, Alice Cody, Fannie Shuler, Carrie Palen, Maud Hawley, Ora Thompson, Nettie Thompson, E. Thompson

Walter Thompson, Imogene Thompson and Ezra Thompson, last 4 named under 14 years. I served notice on their mother with whom they live.

Robert M. Henderson.

Signed in my presence, and sworn to before me this 2^d day of January A. D. 1893. Leonidas Piper, Probate Judge.

And afterwards to wit; on said 2^d day of January A. D. 1893, the findings and orders of this court, relative to the last Will and Testament of Nelson P. Thompson, deceased, were entered on the Journal in words and figures following, to wit:

In the Matter of the Will of Nelson P. Thompson, Deceased. Monday, January 2^d, A. D. 1893. Will Probated. N^o. 4150.

Be it Remembered, That, heretofore, to wit; on the 27th day of December A. D. 1893, an instrument of writing, purporting to be the last Will and Testament of Nelson P. Thompson, late of Dover Township, in this County, deceased, was produced in open court and offered for probate, and was then filed. And it being shown to the satisfaction of the court, that due notice of the filing of said Will and of the application to admit the same to probate and record in this court, has been given to the next of kin of the testator, resident of the State of Ohio, pursuant to a former order of this court; thereupon on this day came Robert W. Thompson, Robert L. Woodburn and Robert M. Henderson, the subscribing witnesses to said Will, who being duly sworn, testified to the due execution and attestation of said Will; which testimony was reduced to writing, by them respectively subscribed, and filed with said Will.

Whereupon the court finds that the aforesaid instrument of writing is the last Will and Testament of said Nelson P. Thompson, deceased; that the same was duly executed and attested; and that the said Testator, at the time of making, signing, and sealing the same, was of full age, of sound mind and memory, and not under any restraint. It is therefore, by the court ordered, that the said Will be admitted to probate, and that the same, together with the testimony of the witnesses above named, be entered of record in this court.

Leonidas Piper, Probate Judge.

Know all Men, That I, Nelson P. Thompson of Union County Ohio being of sound mind and memory but in poor health of body, do make this my last Will and Testament. Item First: I wish all of my debts paid and in order to save expense authorize and direct the Executor of my Will hereinafter named to sell so much of my land as may be necessary with my personal estate to pay all my debts, and I authorize him to sell the said land at private sale on such terms as he may find best and make good and sufficient deeds of conveyance for the same and if the Executor named does not qualify or dies before completing the settlement the Administration

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tor who shall be appointed in his stead shall have the same power as the Executor named will have; but said Executor or Administrator shall give bond according to law and report his proceeding to the Probate Court and in selling said lands I direct that my 143 acre farm in Dover Township of said County which I bought of the Sheriff in the partition case of Mary L. Rogers, vs. Robert W. Thompson and others in the Court of Common Pleas of said County be first sold and then the 4^{1/2} acres which I bought of Lewis Thompson and then the 173 acre farm known as the Morgan Savage farm in said Township situated on the Hannawatt and Richey pike or so much that can be sold to advantage and sufficient to pay my debts leaving last of all my home place on which I now reside in said Township.

Second Item: - - I give to my beloved wife all the household furniture, books, clothing and property in our dwelling house and necessary for the use of our family and one years allowance to be set off to her and the family according to law and I give to her for the use of herself and the education care and support of my minor children the lands that shall remain unsold for the term of 10 years from my death; if she so long lives and I require my home place and other lands to remain together for 10 years from my death under the care of a trustee and so much as may be needed be used for the support of my minor children.

Third Item: I am security for my son-in-law Richard Leedy on a note of about \$1000⁰⁰ which I hope he will pay but I desire that in case I or my estate have the same or any part to pay that the amount so paid by me or my estate shall be charged up to his wife - my daughter Alice - upon her share of my estate when divided as hereinafter mentioned.

Fourth Item: Whatever remains of my estate at the end of the 10 years I wish to be divided among all of my children share alike subject to Item Third of this Will and subject to the rights of widow in said lands as to dower to; but I require as a condition to this and the Second Item that my beloved wife release her dower in the lands that may be sold to pay our debts so that they may sell to the best advantage.

Fifth Item: I appoint J. W. Robinson of Car ----- of said County the Executor of this my Will with power to do whatever may be necessary to carry my Will into effect.

Item Sixth: I appoint my beloved wife Millie Thompson the guardian of my minor children until our youngest reaches 14 years of age.

Item Seventh: I wish my wife to consult with her brother W^{ro} Henderson in regard to her management of lands for the 10 years but she is to exercise her own best judgment finally as to its management.

Item Eighth: The erasure of a name and the insertion of the

name of J. N. Robinson of Paris Township and of Marysville was inserted before my signing.

Witness my hand and seal this 3rd day of November 1892.
Nelson P. Thompson. (Seal)

Signed sealed and published as the Will of Nelson P. Thompson by him in our presence.

Robt. W. Thompson,
Robt. Woodburn
Robert M. Henderson.

And on the 2nd day of January A. D. 1893, the testimony in relation to the execution of said Will was taken in words and figures following, to wit:

The State of Ohio. | Testimony of Witnesses to Will.
Union County, ss: | In Probate Court. No. 4130.

Personally appeared in open Court Robert W. Thompson, R. L. Woodburn and Robert M. Henderson the subscribing witnesses to the last Will and Testament of Nelson P. Thompson, late of Dover Township, in said Union County, 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 bearing date the 3rd day of November A. D. 1892, purporting to be the last Will and Testament of Nelson P. Thompson now deceased, is the Will of said deceased Nelson P. Thompson that they were present at the execution of said Will, and at the request of the Testator, respectively subscribed their names to the same as witnesses, in his presence; that they saw the said Nelson P. Thompson deceased, sign and seal said Will, and heard him acknowledge the same to be his last Will and Testament, and that the said Nelson P. Thompson, at the time of making, signing and sealing said Will, was of full age, of sound mind and memory, and not under any restraint.

R. L. Woodburn,
Robert W. Thompson,
Robert M. Henderson.

Sworn to and subscribed by said witnesses, in open Court this 2nd day of January A. D. 1893.

(Seal) Leonidas Piper, Probate Judge.

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

I, Leonidas Piper, Judge and ex-officio Clerk of the Probate Court, within and for said County, hereby certify the foregoing to be a complete and true copy of the last Will and Testament of Nelson P. Thompson, deceased, as the same remains on file and record in said Court, together with the entry of probate thereof, and the testimony of witnesses to prove the same, as recorded in Record of Wills, Vol. F. Page 74.

Witness my official signature, and the seal of said Court, at Marysville, Ohio, this 2nd day of January A. D. 1893.
(Seal) Leonidas Piper, Judge & ex-officio Clerk of the Probate Court, Union County, Ohio.

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Afterward, on the 24th day of March A. D. 1893, 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 Willie H. Thompson (widow of Nelson P. Thompson) Mandi Kewley, Ora Thompson, Nellie Thompson, minor over 14 years, Sarah E. Thompson, minor over 14 years, Walter Thompson, minor under 14 years, Imogene Thompson minor under 14 years, Ezra Thompson minor under 14 years, and James W. Robinson, Executor of the estate of Nelson P. Thompson, deceased, that they have been sued by Fannie Shuler, Carrie Palen, and Alice Leedy in the Court of Common Pleas of Union County, and must answer by the 22nd 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 3rd day of April A. D. 1893.

Witness my hand and the seal of said Court, this 24th day of March A. D. 1893.

R. M. Leroy, Clerk.

Endorsed: "Contest of Will."

And afterward, on the 1st 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:

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| Ser. Return | 1.90 |
| Mileage | .96 |
| Copy | 1.50 |
| Total | \$4.66 |

The State of Ohio

Union County

Sheriff's Return.

Received this writ April 1st, A. D. 1893, at One o'clock P. M. and served the same by delivering a certified copy of this writ with the endorsements thereon to the within named defendants personally and a copy to the mother of Walter Thompson and Imogene Thompson and Ezra Thompson their father being dead and they having no guardian, on the first day of April 1893.

Wm. S. Snodgrass, Sheriff.

Answer

Afterward, on the 5th day of June A. D. 1893, an Answer was filed with the Clerk of said Court, to wit:

Fannie Shuler et al

vs.

Court of Common Pleas,

Willie Thompson et al

Union County, Ohio.

63-31

Now comes J. W. Robinson as Executor of the Will of N. P. Thompson, deceased; also Willie Thompson one of the defendants and for their answer to plaintiff's petition say that they admit that said N. P. Thompson now deceased executed the paper mentioned in said petition and purporting to be his last Will and Testament and that the same was duly admitted to probate and said J. W. Robinson qualified as the Executor of said Will, and said Willie Thompson is the widow of said N. P. Thompson, deceased, and a devisee in said Will and she admits that the remaining defendants are heirs at law of said N. P. Thompson and are devisees under said

Will, and that plaintiffs are heirs at law of said N. P. Thompson deceased and devises in said Will.

But said defendants deny all the other allegations of said petition and especially deny that said N. P. Thompson at the time he signed and executed said last Will was for any cause incapable of making a valid Will, and was under any unlawful restraint or that he was persuaded or improperly influenced by said Millie Thompson or any other person and on the contrary said defendants say said N. P. Thompson was at the time of making said Will in sound mind and memory and in every way capable of making said Will and he did the same of his own free will and accord without any coercion or undue influence whatever.

Robinson & Woodburn, Attorneys for Defendants

The State of Ohio,
Union County, ss:

J. H. Robinson being duly sworn deposes and says he believes the allegations of the foregoing Answer are true.

J. H. Robinson,

Sworn to before me and signed in my presence this 5th of June 1893. (Seal) R. M. Leroy, Clerk of Court.

Answers of
Guard.
Ad Litem

Afterward, on the 5th day of June A. D. 1893, an Answer was filed with the Clerk of said Court, to wit:

Frannie Shuler et al vs. Millie Thompson et al
Court of Common Pleas,
Union County, Ohio.

6531

Now come the minor defendants named in the plaintiffs petition and by their guardian ad litem A. L. Woodburn answer said petition and say they have no knowledge of the facts alleged and ask the protection of the Court and deny all the allegations of said petition which injuriously affect said defendants.

A. L. Woodburn, Guardian Ad Litem.

Notice

Afterward, on the 16th day of September A. D. 1893, a Notice was filed with the Clerk of said Court, to wit:

The State of Ohio,
Union County, ss: To the Honorable, the Probate Court,
of Union County, Greeting:

6531

Notice is hereby given that, on the 24th day of March A. D. 1893, in the Court of Common Pleas of said Union County, Frannie Shuler, Carrie Palen and Alice Body filed their certain petition against Millie H. Thompson, widow of N. P. Thompson, deceased, and others, the same being cause N^o: 6531 in said Court, and which is still there pending, to contest the validity of the Will of Nelson P. Thompson, deceased, lately probated in your Court, and admitted to record therein.

You will therefore as required by law, forthwith transmit to our said Court of Common Pleas, the said Will the testimony adduced on the probate thereof, and all papers relating thereto, with a copy of the order of probate, attaching the same together, and certifying the same under the seal of your

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Honorable Court.

In Witness Whereof, I have hereto set my hand and affixed the seal of our said Court of Common Pleas, this 16th day of September A. D. 1893.

(Seal)

R. M. Leroy, Clerk.

Entry

6531

Afterward, on the 19th day of September, A. D. 1893, an entry was made on the Journal by the Clerk of said Court, to wit: Frannie Shuler et al

vs.

Millie H. Thompson et al

Journal 16, Page 435.

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

- | | | |
|----------------------------------|----------------------------------|--------------------------------------|
| 1 st . Hugh M. Adair, | 5 th . Marlon Temple, | 9 th . Samuel Warner |
| 2 nd . E. D. Judd, | 6 th . J. D. Wood, | 10 th . Charles Martin |
| 3 rd . John Harris | 7 th . W. P. Hisey, | 11 th . Jesse Williams |
| 4 th . Alfonso Melone | 8 th . J. W. Skidmore | 12 th . T. W. Buffington. |

who were duly impaneled and sworn according to law, and the said Jury having heard the evidence and the arguments of counsel in part, the hour for adjournment having arrived the farther hearing of this case was continued until eight o'clock tomorrow morning.

Entry

6531

Millie H. Thompson et al

Journal 16, Page 438.

This day came again the parties herein and their attorneys, also came the jurors heretofore impaneled and sworn herein, and the trial proceeded, and the said jurors having heard the remaining arguments of counsel, and the charge of the Court, retired to their room for deliberations in charge of the Sheriff, and now comes the said Jury into open Court with their verdict in writing, signed by their foreman and say:

"We the Jury on the issues joined find that the paper writing shown to us and admitted to probate in the Probate Court of Union County, State of Ohio on the 2nd day of January 1893 purporting to be the last Will and Testament of Nelson P. Thompson deceased is the valid last Will and Testament of the said Nelson P. Thompson.

T. W. Buffington, Foreman.

Entry

6531

Millie H. Thompson et al

Journal 16, Page 439.

The Jury in this action having on a former day of this term rendered a verdict for the defendants, and no motion for a new trial having been made. It is therefore

in accordance with said verdict, adjudged by the Court that the paper writing produced in this case, and offered in evidence, purporting to be the last Will and Testament of Nelson O. Thompson, deceased, is his valid last Will and Testament. And it is further adjudged that the defendants recover from the plaintiffs their costs in this case expended and taxed at \$- - - And that plaintiffs pay their own costs and for which execution is awarded.

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 September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 23rd day of June A. D. 1893, Isaac F. Gates filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Rosa B. Gates et al. to-wit;

Isaac F. Gates, Plaintiff

Union County, Ohio,
Court of Common Pleas.

Rosa B. Gates, Administratrix of the Estate of Seth Gates, Decd. Defendant.

The plaintiff says that said Rosa B. Gates is the duly appointed and qualified Administratrix of said Seth Gates deceased by the appointment of the Probate Court of Union County, Ohio, said Seth Gates being a resident thereof and who died in said County on or about February 19th, 1886.

First Cause of Action:

That the plaintiff expended for the burial and other expense at the funeral of said Seth Gates as follows, to-wit: To one suit of clothes to bury said Seth Gates in \$8⁰⁰; Casket for his burial, \$30⁰⁰; Carriage & other expense \$15⁰⁰; Attorneys fees, Question of Homestead \$15⁰⁰; 4 weeks girl hire \$12⁰⁰; Expense in on said estate \$10⁰⁰; total \$90⁰⁰; being a total amount of ninety dollars for which he asks judgment with interest from August 1886.

Second Cause of Action:

For second cause of action says at the death of said Seth Gates he left a widow surviving him, whose name was Philina Gates; that said widow was entitled to the use and occupancy of all the property of said Seth Gates at his

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The estate of Seth Gates in account with Isaac F. Gates for burial expense of Philina Gates, deceased, widow of said Seth Gates \$44.⁵⁰; Doctors Bills \$23.⁰⁰; care and attention of said Philina Gates six months at \$20.⁰⁰ per month -- \$120.⁰⁰; Five and one half months care at two dollars per day during total helplessness of said Philina Gates \$330.⁰⁰ Total \$517.⁵⁰

Total amount due on second cause of action five hundred and seventeen dollars for which he asks judgment.

Said Philina Gates had no property real or personal at her death, and that she died on the 22nd March 1893.

That there is a credit of one hundred and sixteen dollars on second cause of action \$116.⁰⁰.

That on the 26th day of May A. D. 1893, a full true and attested account was made by said Isaac F. Gates of the above account which account was on that day duly presented to the administratrix of said Seth Gates for allowance and the same was returned by said administratrix on the 5th day of June 1893 rejected and not allowed or any part thereof.

There remains due on said account to the plaintiff the sum of four hundred and ninety-one dollars debt with interest thereon from 26th day of May A. D. 1893 on whole account and on \$90.⁰⁰ from August A. D. 1886 for which the plaintiff asks judgment.

J. M. Kennedy, Attorney for Plaintiff.

The State of Ohio,
Union County, ss:

J. M. Kennedy being duly sworn says he is the attorney for the plaintiff in this case; that cause of action is based upon a claim for money only and that said Isaac F. Gates is a non resident of the County of Union and is now absent therefrom.

J. M. Kennedy.

Sworn to and subscribed by the said J. M. Kennedy before me this 22nd day of June A. D. 1893.

(Seal)

A. H. Kellefrath, Notary Public.

Præcipe

To the Clerk:

Issue Summons to Sheriff of Union County, Ohio, for Rosa B. Gates, Administratrix of Seth Gates, deceased. Amount claimed \$491.⁵⁰ with interest from May 26th, 1893. June 23rd, 1893. J. M. Kennedy.

And thereupon, on the 23rd day of June A. D. 1893, 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 Rosa B. Gates, Administratrix of the estate of Seth Gates, deceased, that she has been sued by Isaac F. Gates in the Court of Common Pleas of Union County, and must answer by the 22nd day of July 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 3rd day

July A. D. 1893. Witness my hand and the seal of said Court, this 23rd day of June A. D. 1893. (Seal) R. M. Leroy, Clerk
Indorsed: "In action for money. Amount claimed \$491.⁵⁰ with interest from May 26th, 1893."

Sheriff's Return

And on the 24th day of June A. D. 1893, the Sheriff of said County returned Summons to the Clerk's Office in said County which return is as follows:

| | | |
|------|-------------|-------|
| 6557 | Ser. Return | 50 |
| | Mileage | 16 |
| | Copy | 15 |
| | Total | \$ 81 |

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

Received this 23rd June A. D. 1893 at 1 o'clock P. M. and served same by leaving a certified copy of this writ with the indorsements thereon at her usual place of residence on June 23rd, 1893.

W. G. Snodgrass, Sheriff.

Answer

Afterward, on the 18th day of July, A. D. 1893, an Answer was filed with the Clerk of said Court, to wit:

6557 Isaac P. Gates, Plaintiff

vs.
Rosa B. Gates, Admrx. of the estate of Seth Gates, Deceased.

Union County, Ohio,
Court of Common Pleas.

Defendant

Now comes the defendant Rosa B. Gates, Administratrix of the estate of Seth Gates, deceased, and for answer says: That she admits that she is the duly appointed Administratrix of the estate of Seth Gates deceased as set forth in plaintiff's petition First Defense to First Cause of Action:

This defendant says that said estate is not liable on said account stated in said petition for the reason that more than six years have elapsed since the making of said items of indebtedness and there has been no act done by this defendant to take the same out of the Statute of Limitations and that said indebtedness is not in writing signed by the deceased. First Defense to Second Cause of Action:

Defendant says that said estate is not liable for the debts of the said widow Philena Gates and that more than six years have elapsed since the making of said claim and no act has been done by this defendant to take the same out of the Statute of Limitation.

First General Denial:

This defendant denies each and every allegation and fact in said petition stated except such as are admitted to be true in this answer.

Wherefore said defendant asks the Court that she may go hence without day and recover her costs taxed at \$--.

W. W. Merchant, Attorney for Rosa B. Gates, Admrx.

State of Ohio,
Union County, ss: |

Rosa B. Gates, Administratrix of the estate of Seth Gates deceased, being first duly sworn says the facts stated and allegations made in her foregoing answer are true as she verily believes.
Rosa B. Gates.

Seal
my presence
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Filed with
Isaac P. Gates

Reply

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Sworn to before me and subscribed by said affiant in my presence this 18th day of July A.D. 1893.
(Seal)

L. Piper, Probate Judge.

Afterward, on the 7th day of August A.D. 1893, a Reply was filed with the Clerk of said Court, to-wit:

Isaac F. Gates, Plaintiff

Reply

vs.
Rosa B. Gates, Admrx. of Estate of Seth Gates, Deceased.
Defendant.

Union County, Ohio,
Court of Common Pleas.

Now comes the plaintiff and files this his reply in the above case to the defendants answer, and says he admits that more than six years had elapsed from the making of the Bill of Account set up in his first cause of action in his petition, but denies that the Statute of Limitation has not run against said account or any item thereof for the reason the same was done after the death of said Seth Gates and that said items were for funeral expenses and other expense.

That said Seth Gates died wholly insolvent except a small amount of real estate; that the widow was entitled to all of said property under the Homestead and Exemption laws of Ohio. That the same was set off to her on her petition for the same as a homestead, and at no time was there a legal opportunity to have administration of Seth Gates property and have said account legally presented, allowed and paid.

2nd Item of Reply to Answer:

Said plaintiff further says the estate of said Seth Gates is bound in equity and should pay last sickness and burial expense of said Philina Gates the same being property they had both accumulated together during a long life together, she contributing to the same as much as he and is entitled to the same.

He further denies that it has been six years since the creating said account.

Plaintiff therefore denies each and every allegation not already plead to in said defendants answer and prays for judgment as in his petition.

J. M. Kennedy,

Attorney for Isaac F. Gates.

The State of Ohio,
Union County, ss:

J. M. Kennedy being duly sworn says he is the Attorney for the plaintiff; that said plaintiff is a nonresident of the County and is now absent therefrom and that the facts and allegations of said Reply are as he believes true.

J. M. Kennedy,

Sworn to and subscribed by said J. M. Kennedy before me this 3rd day of August 1893.

A. H. Kollfrath, Notary Public.

(Seal)

Amended Answer

65-57

Afterward, on the 15th day of September, A. D. 1893, an Amended Answer was filed with the Clerk of said Court, to wit: Isaac F. Gates, Plaintiff

Rosa B. Gates, Adm^r of Seth Gates, Decd. Defendants.

Union County, Ohio,
Court of Common Pleas.

Now comes the defendant leave of the Court being first obtained and files this her amended answer.

That she admits that she is the Administratrix of the estate of Seth Gates, deceased, as set forth in plaintiff's petition. First Cause of Defense:

This defendant denies each and every allegation in said petition except such as are above admitted.

Second Cause of Defense:

This defendant says that said plaintiff took all the household, kitchen and other furniture of the said Seth Gates deceased, and all beds and bedding of the said Philina Gates widow of said Seth Gates deceased of the value of two hundred dollars which should and ought to be credited on said account.

Third Cause of Defense:

This defendant further says: That Seth Gates paid to M^r Cune, Dennis & Griswold of Columbus, Ohio, a debt of three hundred and eighty dollars which was the debt of the plaintiff the said Isaac F. Gates and which amount ought to be credited on the account of the said Isaac F. Gates against said estate.

First Defense to First Cause of Action:

Said defendant further avers that said first account against the said Seth Gates, deceased, was made more than six years ago and that the same is barred by the Statute of Limitation and no act has been done by this Administratrix to take the same out of the Statute of Limitation.

First Defense to Second Cause of Action:

This defendant further answering says that the estate of Seth Gates is not liable for said claim as it was the individual debt of said Philina Gates.

Wherefore this defendant prays the Court that she may go hence without day and recover her costs taxed & - - -

W. W. Merchant, Atty for Adm^r.

State of Ohio.

Union County, ss: |

Rosa B. Gates, Administratrix of Seth Gates being first duly sworn says the facts stated and allegations made in her foregoing answer are true, as she believes.

Rosa B. Gates.

Sworn to before me and subscribed in my presence this 15th day of September A. D. 1893.

(Seal) J. H. Kinkade,
Notary Public.

Reply to Amended Answer

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Reply to Amended Answer Isaac F. Gates

Rosa B. Gates

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Reply to Amended Answer

Afterward, on the 29th day of September A. D. 1893, a Reply was filed with the Clerk of said Court, to wit: Isaac F. Gates, Plaintiff

65-57

vs. Rosa B. Gates, Admrx. of Estate of Seth Gates, Decd. Defendant

Union County, Ohio. Court of Common Pleas.

Now comes Isaac F. Gates and for reply to defendant's answer says he denies each and every obligation in said answer not already plead to.

2^d. For further reply said Isaac Gates says that after the death of said Seth Gates his widow took all of the property of said Seth Gates under and by virtue of the Homestead and Dower laws of the State of Ohio, and by reason thereof there was no property out of which to pay debts and there was no administration of said Gates estate hence limitation did not run against said account.

3^d. Further reply to said answer said Isaac F. Gates says the property held by said Seth Gates and his wife was purchased by their joint efforts and by reason of that said expense of funeral should be obtained and paid out of his estate and he further says he denies that the Statute of Limitation has run against any part of said account.

He therefore prays as in his petition.

J. M. Kennedy, Attorney for Plaintiff.

State of Ohio. Union County, ss:

Isaac F. Gates being duly sworn says the facts and allegations of the foregoing petition are as he believes true.

I. F. Gates.

Sworn to and subscribed by said Isaac F. Gates before me this 29th day of September A. D. 1893.

R. Mileroy, Clerk By N. M. Kinget, Deputy.

(Seal)

Afterward, on the 29th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit: Isaac F. Gates

Entry

vs. Rosa B. Gates Admrx.

Journal 16, Page 457.

65-57

This day this case came on for trial and neither party demanding a jury, and a jury being waived by both parties and the cause being submitted to the Court upon the pleadings and evidence and the Court being fully advised in the premises does find for the plaintiff and assess his claim at \$75.⁷² And the Court further finds the same to be a preferred claim against the estate of said Seth Gates, deceased.

It is therefore ordered and adjudged by the Court that said Isaac F. Gates recover of Rosa B. Gates Administratrix of the estate of said Seth Gates, deceased the sum of \$75.⁷² with interest from the 1st day of October

A. D. 1893.

It is further found by the Court that said recovery being less than One hundred dollars that each party pay his own costs taxed at \$- - .

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 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 5th day of August, A. D. 1893. The Union Central Life Insurance Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Charles Bradley et al.

The Union Central Life Insurance Company, Plaintiff

In Court of Common Pleas
Union County, Ohio.

Petition
6573

Charles Bradley, Alice Bradley,
Walter C. Fullington, Robert M. Lerry,
Thomas Martin, by Francis T. Arthur
as Administrator de bonis non of estate of
Absalom Diggitt, Deceased. Defendants.

The plaintiff says:

It is a corporation, duly incorporated under the laws of the State of Ohio, and for its First Cause of Action alleges, to-wit: That on the 30th day of December A. D. 1881, one William Roberts made and delivered to plaintiff his promissory note of that day for the sum of \$1100⁰⁰ due in three years, with interest at 7% per annum, payable annually on January 1st of each year from date, said annual interest to bear 8% interest after maturity as evidenced by Interest Coupons:

That at the time of delivering the note aforesaid, and to secure the payment of the same, with interest as aforesaid, the said William Roberts did, with his wife, Ann E. Roberts, who released her dower therein, execute and deliver to plaintiff their mortgage deed conveying the following described real estate, to-wit:

Situate in the County of Union, and State of Ohio, and bounded and described as follows, to-wit: Beginning at a stake in the center of the Marysville and Delaware gravel road, and south-west corner to Samuel Gambles land; thence with the west line of said land N. 11° 50' N. 164 poles to a stake and south-east corner to Berry Hannawalt's land; thence S. 81° N. 60 poles to a stone corner; thence with the east line of said Hannawalt's land S. 11° 55' E. 188 poles to a stake corner to the lands of heirs of S. Hann

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and in the center of said gravel road; thence with the center of said road N. 58° 3/4 - E. 63 poles to the beginning containing 66 acres be the same more or less, and being part of Survey N^o 5562, and also being a part of the land sold to said William Roberts by David W. Worley and wife by deed dated January 2^d, 1871 and recorded in Vol. N^o 36, Page 115 of Deed Records of said County.

Said mortgage was conditioned that if said William Roberts should pay said plaintiff, or order, the note aforesaid, with interest as aforesaid, pursuant to the tenor thereof, said mortgage should be void, otherwise said mortgage should remain in full force and might be foreclosed.

On January 4th, 1882, said mortgage, at 10 o'clock A. M. was filed for record in the Office of the Recorder of said County, and was recorded at Vol. 18, Page 275 of the Mortgage Records of said County.

Plaintiff further alleges that said mortgage has become absolute by reason of non-payment, and that there is due on the note aforesaid the sum aforesaid with interest as aforesaid from January 1st, 1892.

Said plaintiff further alleges as and for a Second Cause of Action, that on the 14th day of December A. D. 1883 the said William Roberts made and delivered to this plaintiff his promissory note of that day for the sum of \$800.⁰⁰ due in three years with interest at 7% per annum payable annually on January 1st of each year from date, said annual interest to bear 8% interest after maturity, as evidenced by interest coupons.

That at the time of delivering the note aforesaid, and to secure the payment of the same, with interest as aforesaid, the said William Roberts did, with his wife, Ann E. Roberts, who released her dower therein, execute and deliver to plaintiff their mortgage deed conveying the premises in said first cause of action described, and by the same description therein set forth to which reference is hereby made.

Said mortgage, last aforesaid, has thereunder written a condition of like tenor and import as that set forth in the First Cause of Action hereof.

On December 19th, 1883 at 4^{1/2} o'clock P. M. said mortgage last aforesaid, was filed for record in the Office of the Recorder of said County, and was recorded at Vol. 19th, Page 229 of the Mortgage Records of said County.

Plaintiff further alleges that said mortgage has become absolute by reason of non-payment, and that there is due plaintiff on the note aforesaid the sum of \$800.⁰⁰ as aforesaid with interest as aforesaid from January 1st, 1892, and that the total amount due plaintiff on the two causes of action aforesaid is \$1900.⁰⁰ with interest as aforesaid from January 1st, 1892.

Plaintiff further alleges that the said William Roberts and Ann E. Roberts, his wife, did, on the --- day of February A. D. 1885 join to convey the lands aforesaid, by deed of general warranty, with release of dower, to one A. G. Wilcox, from whom

by a regular series of conveyances in fee-simple, the legal title to the lands aforesaid, subject to the mortgages aforesaid, has passed to the said defendant Charles Bradley, who is the present owner and holder thereof; and that all of the conveyances aforesaid are of record in the Office of the Recorder of the County aforesaid.

Plaintiff further alleges that said defendant Alice Bradley claims a contingent right of dower in said lands. Wherefore he prays she may be made a party hereto.

Plaintiff further alleges that on the 5th day of May A.D. 1892, letters of Administration issued on the estate of one Absalom Liggett, deceased, from the Probate Court of said County, to one Henry H. Liggett; that said Henry H. Liggett resigned said Administration about the 3rd day of January A.D. leaving a part of the Assets of said estate unadministered, and that said resignation was accepted by said Court; that on the 9th day of January A.D. 1893, letters of Administration of the Assets of said estate unadministered, as aforesaid, issued from said Court to the said defendant Francis J. Arthur, who thereupon qualified and entered upon the discharge of his duties as such Administrator; and that the said Walter C. Fullington, Francis J. Arthur as Administrator as aforesaid, Robert M^r. Leroy, and Thomas Martin, each have, or claim, some lien or interest in said premises, but plaintiff avers that each and every claim or interest aforesaid is subordinate to plaintiff's said claim, and, therefore, plaintiff asks that the parties last aforesaid be compelled to set up their several claims, if any they have, or be forever barred from the assertion thereof.

Wherefore plaintiff prays that its said mortgages may be foreclosed, and said premises sold, free of all claims of defendants and the proceeds applied to the payment of the debt due plaintiff, and for such other relief as is proper.

The State of Ohio, | James M^r. Campbell,
County of Union, ss: | Attorney for Plaintiff.

James M^r. Campbell being duly sworn on his oath says he is attorney for plaintiff in the foregoing action and duly authorized. That said plaintiff, The Union Central Life Insurance Company is a non-resident of said County; and that the facts stated in the foregoing petition are true, as affiant believes.

Subscribed and sworn to before me this 5th day of August A.D. 1893. James M^r. Campbell, R. M^r. Leroy, Clerk of Courts.

(Seal)

We the undersigned, parties defendant to the foregoing petition, hereby waive the issue and service of Summons in said action and enter our appearance therein this 6th day of August 1893. Thomas Martin, Walter C. Fullington, R. M^r. Leroy, Clerk, F. J. Arthur, Admr. de bonis non of Liggett's estate, Charles Bradley, Alice Bradley.

Waiver

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Entry
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Afterward, on the 11th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit: The Union Central Life Ins. Co.,

vs.

Charles Bradley et al.

Journal 16, Page 423.

This cause now coming on for hearing on the petition and the evidence, the Court find that the defendants Charles Bradley, Alice Bradley, Walter C. Fullington, Robert M. Leroy, Thomas Martin, and Francis T. Arthur, Administrator as alleged have each had due notice of the pendency and prayer of said petition, as evidenced by their several waivers of summons attached thereto, and are each in default for answer and demurrer, and that the allegations of the petition are thereby confessed by them to be true.

And the Court further find that there is due the plaintiff on the notes set forth in the petition, with interest to the first day of this term, the sum of two thousand and one hundred thirty-two and $\frac{75}{100}$ (\$2132.⁷⁵) dollars: That, in order to secure the payment of said notes, the said William and Ann Roberts executed and delivered to the said The Union Central Life Insurance Company, the plaintiff, their two certain mortgage deeds, as in said petition alleged and described, and on the premises therein described: That said mortgages were duly and respectively recorded at Vol. 18, Page 275, and Vol. 19, Page 229 of the Records of Mortgages of said County of Union, and are respectively, the first and second best and valid liens on the premises in said petition described, and that the conditions in each of the mortgages aforesaid have been broken.

And the Court further find that the said defendant Charles Bradley, is the legal owner and holder of said premises in said mortgages described and in said petition alleged, and has the right to redeem the same.

It is therefore, adjudged and decreed that unless the said defendant Charles Bradley, 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 11th day of September 1893 the defendant's equity of redemption be foreclosed, said premises sold, and that an order of sale issue therefor to the Sheriff of said County of Union directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

Order
of
Sale

6573

Afterward, on the 13th day of September A. D. 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 11th day of September 1893 The Union Central Life Insurance Company obtained a Judgment and Decree against Charles

Bradley and Alice Bradley et al. for the sum of two thousand one hundred and thirty-two $\frac{3}{4}$ $\frac{75}{100}$ dollars, and thirteen $\frac{3}{4}$ $\frac{5}{100}$ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Charles Bradley within one day from the entry of this decree pay unto the said The Union Central Life Insurance Company the said sum of twenty-one hundred and thirty-two $\frac{3}{4}$ $\frac{75}{100}$ dollars with interest from the 11th day of September 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, to:

And Whereas, the one day aforesaid have fully expired and the said sum of twenty-one hundred and thirty-two $\frac{3}{4}$ $\frac{75}{100}$ dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and Tenements, situate in Union County, Ohio, bounded and described as follows, to wit: Beginning at a stake in the center of the Marysville and Delaware gravel road and southwest corner to Samuel Gambles' land; thence with the west line of said land N. 11° 50' N. 164 poles to a stake and S. E. corner to Berry Hannawalt's land; thence S. 81° N. 60 poles to a stone corner; thence with the east line of said Hannawalt's land S. 11° 50' E. 128 poles to a stake corner to the lands of the heirs of S. H. Brown and in the center of said gravel road; thence with the center of said gravel road N. 58 $\frac{3}{4}$ ° E. 63 poles to the beginning containing 66 acres be the same more or less being part of Survey N^o: 5502, and also being part of the lands sold to said William Roberts by David Worley by deed dated January 2^d, 1871, and recorded in Vol. 36, Page 113, of Deed Records of said County.

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 13th day of September A. D. 1893.
R. M. Croy, Clerk.

And on the 16th day of October A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County

Sheriff's Return which returns Service Levy
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The State of Ohio. | Sheriff's Return
Union County, ss:

Received this writ the 13th day of September A. D. 1893, and on the 13th day of September A. D. 1893 I called an inquest of John H. Shirk, John Gault, W. H. Loveless, 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: \$2178⁰⁰) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.

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

And on the 14th day of October 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 The Union Central Life Insurance Company for the sum of fourteen hundred and fifty-two dollars (\$1452⁰⁰) it being the highest bidder therefor, and the sum bid being two-thirds of the appraised value.
W^m G. Snodgrass, Sheriff.

Proof of Publication

Afterward, on the 14th day of October A. D. 1893, a Proof of the Publication was filed with the Clerk of said Court, to wit:
Union Central Life Ins. Co. | Sheriff's Sale,
or | On Order of Sale,
Charles Bradley et al | Court of Common Pleas, Union County, O.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday, October 14th, 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 Dover, County of Union and State of Ohio, and bounded and described as follows:

Beginning at a stake in the center of the Marysville and Delaware gravel road and south west corner to Samuel Gambles land; thence with the west line of said land north 11° 56' N. 167 poles to a stake and S. E. corner to Berry Kanawalt's land; thence S. 81° N. 60 poles to a stone corner; thence with the East line of said Kanawalt's land S. 11° 50' E. 188 poles to a stake corner to the lands of the heirs of S. Hawn and in the center of said gravel road; thence with the center of said gravel road N. 68³/₄° E. 63 poles to the beginning, containing 66 acres be the

same more or less, being part of Survey N^o 5502 and also being part of the lands sold to said William Roberts by David Norton by deed dated January 2^d, 1871, and recorded in Vol. 36, Page 115 of Deed Records of said County.

Terms of Sale, Cash. Appraised at \$33⁰⁰ per acre.
W^m 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 September 13^d, 1893.

H. O. Shearer.

Sworn to and subscribed before me, this 14th day of October 1893. (Seal) R. M^o Crotty, Clerk.

Afterward, on the 5th day of December A.D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit: Union Central Life Ins. Co.,

Entry

6673

vs. Charles Bradley et al

Journal 16, Page 472.

On motion of the plaintiff, and on its producing the return of the Sheriff of the sale made under the former order of this Court; and the Court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, The Union Central Life Insurance Company plaintiff herein, by deed, according to law, the property so sold.

It is further ordered that the Clerk of said Court cause satisfaction of the mortgages herein sued on to be entered upon the records thereof, in the office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale, it is ordered that the Sheriff out of the money in his hands pay - 1^o To the Treasurer of said County, the taxes, penalty and interest against said property, to wit, the sum of \$ - - - 2^o The costs of this action taxed at \$ - - -

3^o To the plaintiff, the amount heretofore found due it, with interest, to wit the sum of \$ - - -

4^o To the defendant, Charles Bradley, the balance of the money if any there be remaining in his hands.

Attest
R M Crotty
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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^d 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^d day of February A. D. 1893, Ray G. Morse, Administrator filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Matthias Loschky, et al. to wit:

Ray G. Morse, Administrator of the
Estate of Nancy H. Bland, Deed. Plaintiff

Court of Common Pleas
Union County, Ohio.

Petition

vs.

Matthias Loschky, The Connecticut
Mutual Life Insurance Company, Defendants

6507

The plaintiff says: On the 2^d day of February A. D. 1893 letters of Administration on the estate of Nancy H. Bland, therefore deceased, intestate, were by the Probate Court of Union County, Ohio, duly issued to the plaintiff who thereupon duly qualified and entered on the duties of said office, and is still such Administrator.

On the 20th day of February A. D. 1875, John R. M^{rs}. Dowell (then unmarried) duly executed and delivered to the said Nancy H. Bland his certain mortgage deed. Said conveyance contained a condition that if said John R. M^{rs}. Dowell should cause to be paid to the said Nancy H. Bland his three certain promissory notes of even date, one note for \$1000.⁰⁰ due December 1st, 1875 and one note of \$550.⁰⁰ due December 1st, 1876, and one note of \$550.⁰⁰ due December 1st, 1877, each note bearing 6 per cent. interest, then said conveyance to be void.

At the time of delivering said notes and to secure the payment of the same the said John R. M^{rs}. Dowell duly executed and delivered to the said Nancy H. Bland his mortgage deed conveying the following premises, bounded and described as follows: Situate in the County of Union and State of Ohio, part of - part of and in the Virginia Military District, being all of lot N^o 5 of the Glasco M^{rs}. Dowell farm described in a plat attached to a deed recorded on the 28th day of June A. D. 1873 by Mary Morse and others to John R. M^{rs}. Dowell to which reference is made for particular and further description of said lot containing 46 acres and being part of Survey N^o 6602 and being the same land conveyed by Nancy Morse and others to Nancy H. M^{rs}. Dowell on the 28th day of June 1873. Deed recorded in Union County Record of Deeds N^o 89, Page 123.

Said mortgage was on the 14th day of October 1875 at 11 o'clock A. M. of said day left with the Recorder of said County for record and recorded on the 22^d day of October 1875 in Book 11, Page 617 of the Record of Mortgages.

On the 19th day of May A. D. 1875 the said Nancy H.

Bland died leaving as her sole heir Anna Lula Bland then about nine months old. That the said Anna Lula Bland became eighteen years of age about the 20th of September 1892 and has since intermarried with one Charles Dove.

That said indebtedness so secured by said mortgage as aforesaid is wholly unpaid and the same is still in full force and a first lien on the premises aforesaid.

That about the 15th day of April, 1876, one J. L. Bland pretended to cancel said mortgage and the said pretended cancellation was entered on the record containing the record of said mortgage January 7th, 1890.

That on or about the 29th day of January 1891, Edward C. Cole without the knowledge or consent of the said Anna Lula Dove or any one interested in the estate of Nancy H. Bland procured himself to be appointed Administrator of the estate of Nancy H. Bland and for the sole purpose of enabling the defendant Matthias Roschky to obtain a loan of money from the defendant, The Connecticut Mutual Life Insurance Company entered a cancellation of said mortgage as such Administrator on said records on or about the 29th day of January 1891.

That no money or other thing of value was paid to said E. C. Cole as such Administrator, but the plaintiff avers that the same was without consideration and made solely to enable the said defendants to make said loan, and the plaintiff avers that both of the cancellations aforesaid are a fraud on the rights and interest of said estate and are wholly without consideration and without authority of law.

Plaintiff says that no part of said mortgage indebtedness to Nancy H. Bland has been paid. That said mortgage so made and delivered to Nancy H. Bland as aforesaid is the first and best lien on said premises. That no Administrator was appointed or qualified on the estate of the said Nancy H. Bland, deceased, except E. C. Cole as aforesaid until the plaintiff was appointed as herein alleged.

The defendant The Connecticut Mutual Life Insurance Company have or claim some lien or interest in said premises but the plaintiff avers that the same is subordinated to the plaintiff's claim and plaintiff asks that it be compelled to set the same up or be forever cut off from asserting the same.

That the defendant Matthias Roschky is now in possession of said premises and holds the legal title to the same.

Plaintiff asks that said mortgage may be foreclosed and said premises sold free of all claims of the defendants and the proceeds applied to the payment of the debt due plaintiff as such Administrator aforesaid and for such other relief as is proper.

D. W. Ayers, Attorney for Plaintiff.

State of Ohio,
Union County, ss:

Ray L. Morse being first duly sworn says the facts

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stated and allegations contained in his foregoing petition are as he believes true.

Ray S. Morse.

Sworn to before me and signed by the said Ray S. Morse this 2nd day of February 1893.

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

Process

To the Clerk: Issue Summons to the Sheriff of Union County, Ohio, for Matthias Loschky, returnable according to law, endorse "Action to foreclose mortgage."

D. W. Ayers,

Attorney for Plaintiff.

Filed Feb. 2nd, 1893.

Summons

And thereupon on the 2nd day of February, A. D. 1893, a Summons was issued by the clerk of said Court, to wit:

6507

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Matthias Loschky that he has been sued by Ray S. Morse, Administrator of the estate of Nancy H. Bland, deceased, in the Court of Common Pleas of Union County, and must answer by the fourth 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 13th day of February A. D. 1893.

Witness my hand and the seal of said Court, this 2nd day of February A. D. 1893.

R. M. Crory, Clerk.

Sheriff's Return

And afterward, on the 11th 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:

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| Ser. Return | 25 |
| Mileage | 1 28 |
| Copy | 15 |
| Total | 1 68 |

The State of Ohio,
Union County.

Received this writ February 6th, A. D. 1893.

at 2 o'clock P. M. and served same by delivering a true and certified copy of this writ with the endorsements thereon to the within named defendant on the 10th of February 1893.

Wm. G. Snodgrass, Sheriff.

Demurrer

Afterward, on the 9th day of February, A. D. 1893, a Demurrer was filed with the Clerk of said Court, to wit:
Ray S. Morse, Admr. Plaintiff
vs.
Matthias Loschky et al Defendants

Court of Common Pleas,
Union County, Ohio.

6507

The said defendant now comes and demurs to the plaintiff's petition for the reasons following, viz:

- 1st. The said petition does not state facts sufficient to constitute a cause of action.
- 2nd. The said petition shows that said mortgage has been cancelled by a duly appointed Administrator of the said decedent and shows no reason in law for the appointment of the plaintiff and shows that he is not the legal Administrator of said estate.
- 3rd. The said petition shows that said right of action occurred eighteen years before the commencement of this action and is barred.

by the Statute of Limitations.

4th: The said petition does not state who holds now the legal title to the land in the petition described.

5th: The said petition is otherwise insufficient in law.

Robinson & Woodburn, Attys for Defendant.

Afterward, on the 19th day of February A.D. 1893, an Answer

to the cross-petition was filed with the Clerk of said Court, to wit:

Answer
to cross
petition
of
The Conn
Mutual
Life Ins. Co

The State of Ohio,

Union County, ss:

In the Court of Common Pleas.

Ray G. Morse, Admr. of the Estate

of Nancy H. Bland, Decd. Plaintiff

vs.

Matthias Loschky, The Connecticut

Mutual Life Insurance Co. Defendants

6507

And now comes The Connecticut Mutual Life Insurance Company, a corporation organized and existing under the laws of the State of Connecticut and authorized to do business in the State of Ohio, which is made defendant in the above entitled action, and for answer herein, and by way of cross-petition, for First Cause of Action, says:

That on the 9th day of January A.D. 1891, the said defendant Matthias Loschky made and delivered to this defendant and cross-petitioner his certain one principal promissory note, a true copy of which, with all credits and endorsements thereon, is in the words and figures following, to wit: Number 581. First Mortgage Note & Coupons \$1500.

Marysville, Ohio, January 9th, 1891.

Five years after date I promise to pay to the order of The Connecticut Mutual Life Insurance, One thousand five hundred dollars negotiable and payable at the office of said Company in Hartford Conn. Value received with interest at 8 per cent. per annum after due until paid. The interest on this note to maturity is represented by coupon interest notes hereto attached which with the principal note are secured by first lien on property described in the mortgage deed given to secure the same. This note is payable without grace. The maker has the right to prepay this note in installments of \$100.⁰⁰ or any multiple thereof at any interest pay day, and such payment shall stop interest at the rate of six percent. per annum on the amount so paid from time of such payment.

Matthias Loschky.

That this defendant and cross-petitioner is now the legal owner and holder of said promissory note, and that no payments have been made thereon, and the same remains wholly unpaid.

And that at the same time and date as part of the same transaction, the said defendant Matthias Loschky made, and delivered to the defendant and cross-petitioner, The Connecticut Mutual Life Insurance Company his ten certain coupon interest notes, attached to said principal note, and evidencing and representing the semi-annual installments of interest

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payable on said principal note, each for the sum of forty five (\$45.00) payable to the order of The Connecticut Mutual Life Insurance Company in 6, 12, 18, 24, 30, 36, 42, 48, 54, and 60 months after date respectively, with eight per cent. interest after maturity; That the first four of said coupon interest notes, to wit, the certain four maturing in 6, 12, 18, & 24 months after date respectively have been paid, and the remaining six are wholly unpaid, and this defendant, and cross-petitioner is still and now the legal owner and holder of the same.

For a Second Cause of Action this defendant and cross-petitioner says: That all allegations and averments made in respect to said promissory notes set forth in its first cause of action, are hereby made a part of this its second cause of action.

That in order to secure the payment of said promissory notes set forth in its said first cause of action, and the interest accruing thereon, the said defendant Matthias Loschky executed, acknowledged and delivered to said The Connecticut Mutual Life Insurance Company his mortgage deed, on said 9th day of January A. D. 1891, and thereby conveyed to said The Connecticut Mutual Life Insurance Company, its successors and assigns forever, the following described premises, lands and tenements, to wit:

Situated in the Township of Union, County of Union and State of Ohio, and known as part of Virginia Military Survey N^o. 6602. Beginning at a stone and brick northwest corner to lot N^o. 7 of the subdivision of the William G. M^o. Dowell farm among his heirs: thence north $8\frac{1}{2}$ ° - east 82. $\frac{7}{10}$ ° poles to a stone and brick southwest corner to lot N^o. 5 of said subdivision: thence south 82° - east 89 poles to a stone and brick: thence south 8° - west 82. $\frac{1}{2}$ ° poles; thence north 82° - west 89 poles to the place of beginning containing 46 acres, more or less, and being all of subdivision N^o. 6 of said William G. M^o. Dowell farm.

Also the following land, part of the same Survey N^o. 6602, and being all of lot N^o. 5 of the subdivision of said William G. M^o. Dowell farm. Beginning at a stone and brick northwest corner to lot N^o. 6 of said subdivision: thence north $8\frac{1}{2}$ ° - east 82. $\frac{1}{2}$ ° poles to a stone and brick southwest corner to lot N^o. 4 of said subdivision: thence south 82° - east 88.6 poles to a stone and brick: thence south 8° - west 82.1 poles to the northeast corner of said lot N^o. 6: thence with the north line of said lot N^o. 6 north 82° - west 89 poles to the beginning containing 46 acres more or less.

For a plat of said subdivision see Vol. 39, Page 120 of Records of Deeds of Union County, and containing in both tracts 92 acres.

The said defendant Anna Barbara Loschky, wife of said Matthias Loschky joined her said husband in the execution, acknowledgement and delivery of said mortgage

deed, and thereby did renounce, release, and forever quit-claim unto the said The Connecticut Mutual Life Insurance Company its successors and assigns forever, all her right and title of dower in and to the above described premises.

On the 19th day of January A. D. 1891, at 11 o'clock A. M. of said day said mortgage deed was left for record in the office of the Recorder of said County, and the same was duly recorded by him in Vol. 30, Page 246 of Records of Mortgage Deeds, on the 21st day of January A. D. 1891.

Said mortgage deed has a certain condition thereunder written, that if the said mortgagors, their heirs, assigns, executors or administrators, shall well and truly pay said promissory notes, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void; otherwise to be and remain in full force and virtue in law.

That the real estate and premises set out and described in the plaintiff's petition herein are included and embraced within the real estate and premises so mortgaged to this defendant and cross-petitioner as aforesaid, and are part and parcel thereof.

This defendant and cross-petitioner by virtue of said mortgage deed has a good and valid claim upon the premises therein described, which is the first and best lien thereon, from said time of filing, and all allegations made by any person, or any pleadings in this case to the contrary, are false and untrue.

Wherefore, this defendant and cross-petitioner prays that the priority of the several liens on said mortgaged premises may be established; that the said premises may be ordered to be sold according to law; that the proceeds of such sale may be applied, first to the payment of taxes, if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of this defendant's and cross-petitioner's lien in its proper order of priority, and if said premises should not sell for sufficient to satisfy said defendant's and cross-petitioner's lien, that an execution issue as upon judgments at law, for any unsatisfied balance, and that it may have such other and further relief as in equity it is entitled to.

And for further and second answer and cross-petition, the said defendant, The Connecticut Mutual Life Insurance Company says, that the defendant, Matthias Loschky and wife Anna Barbara Loschky, did on the 9th day of January 1891, convey the premises in the petition described to said The Connecticut Mutual Life Insurance Company by mortgage, to secure the payment of fifteen hundred dollars for and on account of that much money then and there loaned the said Matthias Loschky by the said The Connecticut Mutual Life Insurance Company, with interest at the rate of eight per cent. per annum payable semi-annually, which said deed of mortgage was on the 19th day of January

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1891 duly left with the Recorder of Union County, Ohio for record, and which was by said Recorder duly recorded by said Recorder on the 21st day of January 1891 in Volume 30, at page 246 of the Records of Mortgage Deeds, in the office of said Recorder, and said mortgage deed then and there became and is a valid, subsisting and first lien on said premises and said defendant Matthias Loschky has paid the interest on the same up to the 9th day of January 1893, and the said sum of \$1500.⁰⁰ with interest thereon from the 9th day of January 1893 is unpaid.

That this defendant and cross-petitioner so loaned the said defendant Matthias Loschky the said sum of \$1500.⁰⁰ on the understanding, belief and in consideration that its said mortgage securing the same was the first and best lien upon said mortgaged premises, and not otherwise.

That before this defendant and cross-petitioner loaned the said Matthias Loschky the said money, it caused the records of Union County to be searched and an abstract of title to said premises to be made by competent attorneys and abstractors of titles, and found by the said records, that the said mortgage of John A. M^r. Dowell to Nancy H. Bland set up and declared on in the plaintiff's petition herein was in due form cancelled and satisfied of Record in the Recorder's office of Union County, and that it relied upon said records, and the said cancellation and satisfaction of said M^r. Dowell mortgage in making said loan and taking said mortgage to secure the same and believed that said M^r. Dowell mortgage was fully paid and satisfied and had no notice or knowledge to the contrary.

And further this defendant and cross-petitioner avers that it has been informed, and believing its said information to be true and correct, so avers the fact to be, that said debt and mortgage set up in the petition herein of John A. M^r. Dowell to Nancy H. Bland has been fully paid and satisfied long before the commencement of this action.

And said defendant and cross-petitioner further says, that it admits that the said Nancy H. Bland is dead, that she died intestate and that she left as her sole heir the said Anna Loula Bland, and that said Anna Loula Bland is now over eighteen years of age.

And said defendant and cross-petitioner avers, that said Nancy H. Bland deceased left no debts, and that there are now no claims against her estate, and that her said sole heir Anna Loula Bland is the sole beneficiary of the estate of said Nancy H. Bland and that plaintiff's petition and action herein is filed and prosecuted solely in behalf of said Anna Loula Bland and for her use, and not otherwise.

And this defendant and cross-petitioner avers that on the 29th day of January 1891, Edward B. Cole was in due form and according to law regularly appointed Administrator of the estate of Nancy H. Bland, deceased, by the

Probate Court of Union County, Ohio, and was duly qualified as such Administrator: that he was so then and there appointed and qualified as such Administrator by and with the full knowledge and express consent of the said Anna Lula Bland, who was then over sixteen years of age, and a person of full intelligence and discretion, and also at the same time with the full knowledge and express consent of Charlan P. Wood, who was then and there the guardian of the said Anna Lula Bland. And that the said mortgage of John R. M^r Dowell to the said Nancy H. Bland in the plaintiffs petition herein set up, described and declared on was regularly cancelled and satisfied of record in the Recorder's Office of Union County, Ohio, by the said Edward C. Cole, as such Administrator on the 29th day of January 1891, with the full knowledge and express consent of the said Anna Lula Bland, and her said Guardian Charlan P. Wood, the said Anna Lula Bland and Charlan P. Wood, her Guardian, then and there being persons of intelligence and discretion and said consent of the said Anna Lula Bland and her said Guardian was given with full knowledge on their part and on the part of each of them that this defendant and cross-petitioner was about to make said loan of \$1500. to said defendant Matthias Dorschky and said consent was so then and there given to induce this defendant and cross-petitioner to make said loan and to take its said mortgage to secure the same and this defendant then and there relied upon the said consent and satisfaction and cancellation of said M^r Dowell mortgage, and in consideration thereof made said loan to said Dorschky upon the faith, belief and understanding that its said mortgage was the first and best lien upon said mortgaged premises, induced thereto by the said conduct, action and consent of said Anna Lula Bland and her said Guardian (Amendment)

Wherefore, by reason of the premises, this defendant and cross-petitioner The Connecticut Mutual Life Insurance Company, says that the said plaintiff should be and is estopped to set up any claim to said premises as against this defendant and cross-petitioner under and by virtue of the said mortgage of said M^r Dowell to said Nancy H. Bland in the petition herein set up and declared on.

And this defendant and cross-petitioner prays judgment accordingly, and that the said plaintiff be estopped and enjoined from asserting as against this defendant and cross-petitioner any claim, title or interest in said mortgaged premises, and that this defendant's and cross-petitioner's mortgage be adjudged to be the best and first lien on said premises, and for all other and proper relief.

The Connecticut Mutual Life Insurance Company
 By Cole & Bales
 Holstein & Barrett, Its Attorneys.

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The State of Indiana,
Marion County, ss:

Charles E. Barrett, being duly sworn, says that he is one of the attorneys of The Connecticut Mutual Life Insurance Company herein and that the matters and things set forth in the foregoing Answer and Cross-Petition are true as he verily believes; that said defendant and cross-petitioner is a foreign corporation organized and existing under the laws of the State of Connecticut; that its principal officers and managers reside in Connecticut and are now absent from the County of Union, Ohio, and from the States of Ohio and Indiana.

Charles E. Barrett.

Sworn to by said Charles E. Barrett, before me, and by him subscribed in my presence, this 15th day of February A. D. 1893.

(Seal)

Harry C. Smith, Notary Public,
Marion County, Indiana

Afterward, on the 13th day of March A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, Ray G. Morse, Guard.

Entry

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Matthias Loschky et al

Journal 16, Page 334.

This day came William Moodie and asked leave to be made a party defendant with leave to file answer that he had sold the lands in the petition by Warranty Deed and was for that reason interested in the said cause and thereupon said Matthias Loschky asked that said Moodie be made a defendant with leave to enter his appearance and file answer. And thereupon plaintiff objected and the Court sustained said objection and refused to allow said Moodie to file his answer to all of which said defendant excepted.

Afterward, on the 16th day of March A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:
Ray G. Morse Guard, Plaintiff

Reply

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vs.
Matthias Loschky, ^{3rd} The
Connecticut Mutual Life
Insurance Company, Defendant

Court of Common Pleas
Union County, Ohio.

The plaintiff now comes and for reply herein says: He admits that Matthias Loschky made and delivered to The Connecticut Mutual Life Insurance Company the promissory note as alleged in the first cause of action in its answer and cross-petition herein. And that the said Matthias Loschky executed a mortgage on the 9th day of January 1891 to secure the payment of said note of that date. And that said mortgage is inclusive of the lands described in the petition and forty six acres additional lands and of the value of more than \$8000. and more

than the amount of the claims of said Connecticut Mutual Life Insurance Company, and that there are no other liens on said additional forty six acres.

For further reply the plaintiff says he denies that the mortgage in his petition described has been in fact cancelled and he denies that the same or any part thereof has been paid, and he denies that the said Anna Lula Bland gave her consent to the cancellations of said mortgage by Edward C. Cole, and avers that on the 29th day of January 1891, the said Anna Lula Bland was under eighteen years of age.

And this plaintiff denies that the said Charlan O. Wood had any authority or power to consent to the cancellation of the plaintiff's claim by the said Edward C. Cole on said 29th day of January 1891 or at any other time.

And this plaintiff avers that the said Charlan O. Wood had no interest in or control over the mortgage so attempted to be cancelled by the said Edward C. Cole as aforesaid.

Plaintiff denies that The Connecticut Mutual Life Insurance Company loaned said money to Matthias Loschky and took their said mortgage to secure the same relying on the consent of the said Anna Lula Bland and the said Charlan O. Wood, and the said cancellation by the said Edward C. Cole, and avers that the mortgage so given to the said Insurance Company by the said Matthias Loschky was made and executed prior to any attempted cancellation by the said Edward C. Cole.

And that at the time of the execution of the mortgage described in the said Insurance Company's answer and cross-petition herein, the mortgage sued on by the plaintiff was wholly uncancelled and unpaid and in full force and virtue in law.

Wherefore plaintiff prays as in his petition and that The Connecticut Mutual Life Insurance Company be decreed and ordered by the Court to take and rely on the forty-six acres of land described in its answer and cross-petition herein additional to the lands described in the plaintiff's petition to satisfy and pay its said claims against the defendant Matthias Loschky.

State of Ohio,
Union County, ss:

D. W. Ayers,

Attorney for Plaintiff.

Ray G. Morse being duly sworn says the facts stated and allegations in his foregoing reply are as he believes true.

Sworn to before me and signed in my presence this 16th day of March 1893.

(Seal)

R. M. Croy, Clerk

By W. M. Winget, Deputy

Afterward, on the 18th day of April A. D. 1893, a Demurrer was filed with the Clerk of said Court, to wit:

Demurrer Ray G. Morse Admr.

vs.
Matthias Loschky et al

Court of Common Pleas,
Union County, Ohio.

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The said Connecticut Mutual Life Insurance Company now comes and demurs to the plaintiff's petition for the reasons following, to wit:

- 1st. The said plaintiff does not state facts sufficient to constitute a cause of action.
- 2nd. The said petition shows that said mortgage has been cancelled by a duly appointed administrator of the said decedent and shows no reason in law for the appointment of the plaintiff and shows that he is not the legal administrator of said estate, and has not legal capacity to sue.
- 3rd. The said petition shows that said right of action accrued eighteen years before the commencement of this action and is barred by the Statute of Limitations.
- 4th. The said petition does not show who holds the legal title to the land in the described.
- 5th. The said petition is otherwise insufficient in law.

Colstein & Barrett

Cole & Bales, Attys. for Conn. Mutual Life Insurance Company.

Amendment to the Answer to the Petition of Conn. Mutual Life Ins. Co.

Afterward, on the 19th day of April A. D. 1893, an Amendment was filed with the Clerk of said Court, to wit: Ray G. Morse, Admr.

vs. Matthias Loschky & Conn. Mutual Life Ins. Co.

State of Ohio, Union County Court of Common Pleas.

Now comes the defendant The Connecticut Mutual Life Insurance Company and by leave of Court files this amendment to its answer and cross-petition heretofore on the --- day of --- 1893, filed herein.

The new matter herein contained to be inserted in its said answer and cross petition near the bottom of page 8 thereof after the index as follows, to wit: That on the 19th day of May 1875 the said Nancy H. Bland died intestate in the County of Union and State of Ohio; that on the 29th day of January 1891 Edward C. Cole was duly and regularly appointed administrator of the estate of said Nancy H. Bland, deceased by the Probate Court of Union County, Ohio, said Court then and there having full power authority and jurisdiction to make said appointment; that under said appointment the said Edward C. Cole duly qualified as such administrator and entered upon and discharged all and singular the duties of his said office as such administrator, that as such administrator he fully and finally administered and settled said estate and fully accounted therefor to the said Probate Court as such administrator to the satisfaction and approval of said Probate Court, and was upon such final accounting and settlement so approved by said Probate Court, discharged by said Court as such administrator and said estate was adjudged fully settled by said Probate Court.

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That in and during his said administration of said estate and as a part thereof the said Probate Court being fully advised in the premises after due consideration ordered and adjudged that said administrator cancel and satisfy of record the said mortgage of John R. M^{rs} Dowell to said Nancy H. Bland and set up in the petition herein which was done accordingly by said administrator.

That all the matters and things herein above set forth are matters of record in the said Probate Court of Union County, Ohio and therein still remain in full force and virtue, unreversed and not appealed from.

Wherefore this defendant prays judgment.

Holstein & Barrett

Cole & Bales, Attys. for Conn. Mutual Life Insurance Company.

State of Ohio,
Union County, ss:

Burnham C. Bales being sworn says that he is one of the attorneys of the said Connecticut Mutual Life Insurance Company, that said defendant and cross-petitioner is a foreign corporation organized and existing under the laws of the State of Connecticut, that its principal officers and managers reside in Connecticut and are now absent from the County of Union and from the State of Ohio, and that the allegations and facts herein stated are as he believes true.

Burnham C. Bales,

Sworn to and subscribed before me this 19th day of April 1893.

R. M^{rs} Group, Clerk.

By W. M. Virget, Deputy.

(Seal)

Afterward, on the 24th day of April A. D. 1893, an Answer was filed with the clerk of said Court, to wit:

Answer of Matthias Roschky

Ray G. Morse, Admr.

vs.

Matthias Roschky et al.

Court of Common Pleas,
Union County, Ohio.

The said Matthias Roschky denies that the appointment of C. C. Cole as administrator was illegal and the cancellation of the mortgage in said petition described by him is void and denies that said J. L. Bland had no authority to cancel said mortgage and that his cancellation thereof is void and denies that there is any part of said mortgage unpaid and denies that said plaintiff is the administrator of the estate of Nancy H. Bland, deceased duly appointed by the Probate Court of said County of Union and denies that said plaintiff hath any right in law or equity to maintain this action.

The said defendant further says that John R. M^{rs} Dowell by whom said mortgage was given to said Nancy H. Bland (ne M^{rs} Dowell) was a bachelor brother of said Nancy H. Bland and that in the Spring of 1873 (the exact date plaintiff hath not ascertained and can not now state) said Nancy H. Bland being then in being in order to obtain

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money to pay to her the money secured by said mortgage with her approval he sold said land and another tract which adjoined the same to William Woodie and said Nancy H. Bland delivered to J. L. Bland her husband the said mortgage and authorized and requested her said brother to pay the money so secured to said J. L. Bland her husband and soon afterwards she died leaving said Anna Lula Bland her only child and leaving her said husband her survivor. That said J. L. Bland paid her funeral expenses and any and all debts which she owed but the amounts and description of the same this defendant is wholly unable to state and there are not now and was not when said plaintiff was appointed any debt of any kind or description owing by her estate and said Anna Lula Lowe is her sole heir at law and the sole beneficiary of said mortgage if there remain any property or value in the same.

That soon after the death of said Nancy J. Bland the said J. L. Bland still having the possession of said mortgage and claiming to have full right to collect and receive the money secured thereby and cancel said mortgage presented the same for payment to said J. R. M^r. Dowell and the said Woodie paid him the purchase money for said land in the presence of said Bland and at the same time said M^r. Dowell paid said Bland the money secured thereby and at the same time said Bland receipted for the money in said mortgage and cancelled the same. And afterwards said cancellation was entered of record according to law and at the time of said payment the said mortgage and notes were by said Bland delivered to said M^r. Dowell who received the same in good faith and believed that the same were thereby fully paid and cancelled and had become null and void and never while he lived had he the least intimation, knowledge or suspicion that the said payment was not binding upon the estate of his said sister and by his last will and testament in said belief devised to his said niece Anna Lula Bland a handsome legacy the amount of which is to this defendant unknown but which he is informed and believes and avers is five hundred dollars and which if she has not already received she will receive from Thomas C. M^r. Dowell her uncle and the Executor of the Will of said John R. M^r. Dowell.

That the said J. L. Bland invested said money so received from said M^r. Dowell in real estate in the village of Marysville, Ohio, and shortly afterwards he conveyed said real estate to his said daughter Anna Lula Bland and afterwards on the 5th of February 1879 he was duly appointed and qualified guardian of his said child and received a balance of the proceeds of the sale of said real estate, the greater part thereof having been lost by a prior mortgage and without settlement as guardian said J. L. Bland died leaving no property or other estate to pay

his debts. That shortly after his death, to wit, on the 23rd of November 1889 Charlan Wood was by said Anna Loula Bland chosen her guardian and he was duly appointed her guardian by the Probate Court of said County and such proceedings were had by him against the sureties of said J. L. Bland on his said guardianship Bond for the money aforesaid received by him that he recovered against said sureties and on the 23rd of November 1889 he received from said guardians securities the sum of three hundred and twenty-eight and $\frac{2}{3}$ dollars (\$328. $\frac{2}{3}$.) in full satisfaction of the claim against said J. L. Bland guardian and said Charlan Wood afterwards settled with said Court as guardian as aforesaid and after said Anna L. Bland reached the year of majority, to wit after she became 18 years of age past he paid to her said \$328. $\frac{2}{3}$ and other sums which were in his hands as her guardian for which she receipted to him in full and accepted the same as full discharge from liability as said guardian.

That on or about the 29th of January 1891, one E. C. Cole was duly appointed and qualified administrator of the estate of said Nancy H. Bland, no one prior thereto having been appointed as such. That both said Anna L. Bland and her said guardian Charlan Wood were present in said Probate Court of Union County, Ohio, and assented thereto and requested said Probate Court to make said appointment and said Cole duly qualified as such administrator and at the request of and with the full knowledge and approval of said Anna L. Bland and her said guardian he cancelled said mortgage by their like consent said Probate Court made an order that said administrator cancel said mortgage and afterwards said administrator finding that there were no assets of said estate and no debts existed against the same duly made his report for settlement to said Court and after due notice of the filing of said account and report given by said Court, the said report and account of said administrator was with the full knowledge and consent and approval of the said Anna L. Bland and her said guardian Charlan Wood approved and confirmed by said Court all of which will appear by the record of said Probate Court and there remained no assets and no debts of said Nancy H. Bland and her estate by said proceedings, orders and settlements was and became fully settled and said settlement was also approved by said Anna L. Bland and her said guardian.

That said Anna L. Bland was 16 years of age and a person of intelligence and discretion at the time she consented and authorized the appointment of said Cole as administrator and at the time she consented to and authorized him to cancel said mortgage as aforesaid.

That neither said Anna L. Bland or any one for her

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Motion

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made any claim during the life of said J. L. Bland against him or against said land on account of said mortgage or during the life of said John R. M^r. Dowell and now after the lapse of eighteen years since said payment and cancellation made in 1876 and after the death of the parties knowing the facts are all dead it is illegal and inequitable that said claim should be enforced by the decree of the Court against said land and say said Anna L. Dove should in equity be estopped by reason of the premises from causing the prosecution of the same and the said legacy of said John R. M^r. Dowell made in his will to said Anna L. Bland and said sum of \$328⁵⁹ paid to her as aforesaid should both be applied upon said mortgage in case said mortgage shall be held to be valid for any purpose and for that purpose the said defendant asks the plaintiff to state in his reply the amount of said legacy and whether the same has yet been received.

The said Thomas C. M^r. Dowell Executor of the Will of J. R. M^r. Dowell, deceased resides in Anderson County in the State of Kansas and the estate of John R. M^r. Dowell has sufficient assets to pay said legacy if it has not been paid.

Robinson & Woodburn,

Attorneys for Defendant.

The State of Ohio,
Union County, ss.:

Matthias Loschky defendant being duly sworn deposes and says he believes the allegations of the foregoing answer are true.

Matthias Loschky.

Sworn to before me and signed in my presence April 24th 1894. (Seal) R. M^r. Erory, Clerk of Court.

Afterward, on the 25th day of April A. D. 1893, a motion was filed with the Clerk of said Court, to wit:

Ray G. Morse, Admr.

Court of Common Pleas,
Union County, Ohio.

Matthias Loschky et al.

The defendant Matthias Loschky moves the Court to strike out of the plaintiffs reply the words following to wit: "And plaintiff avers that the said cancellation as well as the appointment as administrator of the said E. C. Cole was procured because the said William Woodie represented to the said E. C. Cole that said mortgage had been paid by said Woodie during the lifetime of the said Nancy B. Bland and said E. C. Cole would not have procured himself to be appointed such administrator and would not have undertaken to cancel said mortgage but for the representations of the said William Woodie that the same had been fully paid during the life time of the said Nancy B. Bland which plaintiff avers was not true."

The defendant avers said words are surplacage and immaterial and is an attempt to contradict a record of the Probate Court and relate the act of William Woodie who is not a party to the case and in no way connected

Motion

6507

with said mortgage and the Court has in this case refused to allow said Woodie to become a defendant herein and file his answer in this case.

Robinson & Woodburn, Attorneys for Matthias Loschky

Entry
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Afterward, on the 25th day of April A. D. 1893, an entry was made on the Journal by the Clerk of said Court, to wit:

Ray G. Morse Adm'r.

Journal 16, Page 384.

vs.
Matthias Loschky et al

This day came on this cause to be heard on the demurrer of Matthias Loschky and of The Connecticut Mutual Life Insurance Company. Whereupon the Court being fully advised in the premises doth overrule each of said demurrers to which ruling of the Court overruling said demurrers each of said defendants excepted and thereupon leave was granted to said defendants to file their answers which is accordingly done.

Replies to
Answer

Afterward, on the 25th day of April A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:

Ray G. Morse, Adm'r.

of
Matthias
Loschky

vs.

Court of Common Pleas
Union County, Ohio.

The plaintiff now comes and for reply to the answer of Matthias Loschky says: He denies that Nancy H. Bland in her life time to enable her brother to raise money to pay Mrs. Bland, gave to her husband J. L. Bland the mortgage sued on herein, and denies that Nancy H. Bland requested her brother John R. M^r: Dowell to pay the money on said mortgage to her husband J. L. Bland.

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This plaintiff says he knows nothing about who paid the funeral expenses of the said Nancy H. Bland, but he denies that the said J. L. Bland paid any debts whatever for the said Nancy H. Bland.

Plaintiff says that if the said William Woodie paid said money to J. L. Bland he did so at his own risk and took the cancellation of said J. L. Bland the same way.

Plaintiff says he knows nothing about the provisions of the Will of the said John R. M^r: Dowell except that he has heard from others that the said Anna Lula Bland with others of his neices has by his Will been left small legacies but plaintiff says he is informed and charges the same to be true that the said Anna Lula Bland has never received any legacy from the estate of John R. M^r: Dowell, and he denies that any legacy has been left by the Will of John R. M^r: Dowell in lieu of the mortgage sued on herein.

Plaintiff denies that the money received by the said J. L. Bland was invested in the village of Marysville Ohio. He says that in 1877 or 1878 the said J. L. Bland (the said Anna Lula Bland being then a mere child three or four years of age) conveyed the title of a lot with an old stable

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on it located and fronting on an alley to Anna Loula Bland and that December 1st, 1878 the same was sold at Sheriff's sale for \$1115. to John Bland, and that after the payment of liens and costs there was left the sum of \$142.⁴⁹ and that J. D. Bland was appointed the guardian of said Anna Loula Bland and as such received the said \$142.⁴⁹ and that John Bland one of the sureties on the Guardian Bond of said J. D. Bland voluntarily paid to the Probate Judge of Union County, Ohio the sum of \$--- which was finally paid to her guardian Charlan Wood who finally accounted to Anna Loula Bland for the same as her guardian.

He says that the transaction as to the conveyance to said child and the action as to the Bond of J. D. Bland as her guardian and the receipts of the same by her guardian Charlan Wood took place during her minority and he says the same has in no way satisfied or paid the mortgage sued on herein, nor has the action of her said guardians in any way estopped this plaintiff from recovery in this action.

Plaintiff is informed and avers the same to be true that the said John R. M^r. Dowell died seized of a very large fortune, consisting of real and personal property in the State of Kansas and that said estate is yet unsettled and not distributed.

This plaintiff denies that the said E. C. Cole was appointed administrator of Nancy H. Bland's estate by and with the consent of the said Anna Loula Bland and her guardian Charlan Wood, and denies that they assented or in any way bound themselves or either of them to the action of the said E. C. Cole as such administrator and plaintiff avers that the said cancellation as well as the appointment as administrator of the said E. C. Cole was because the said William Woodie represented to the said E. C. Cole that said mortgage had been paid by said Woodie during the life time of the said Nancy H. Bland.

And said E. C. Cole would not have procured himself to be appointed such administrator and would not have undertaken to cancel said mortgage but for the representations of the said William Woodie that the same had been fully paid during the lifetime of the said Nancy H. Bland, which plaintiff avers was not true.

Plaintiff admits that the said Anna Loula Bland is the sole heir of Nancy H. and J. D. Bland and says that the said Nancy H. Bland has other persons next of kin living to inherit her said estate should her sole heir not survive the termination of this action.

The plaintiff denies each and every allegation contained in the answer of Matthias Loschky not herein admitted and prays as in his petition.

D. W. Ryers, Attorney for Plaintiff.

State of Ohio,
Union County, ss:

Ray S. Morse being duly sworn says the facts stated and allegations in his foregoing reply are as he believes true.
Ray S. Morse, Jr.

Sworn to before me and signed in my presence this 25th day of April 1893.

Seals R. M. Leroy, Clerk of Court.

Entry

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Afterward, on the 2nd day of May A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit: Ray S. Morse, Admr.

Journal 16, Page 401.

or Matthias Loschky et al

This cause now coming on for hearing was submitted to the Court on the petition, the answer of Matthias Loschky the answer of the Connecticut Mutual Life Insurance Company and the reply of the plaintiff Ray S. Morse, and the evidence, and on consideration whereof the Court find on the issue joined for the plaintiff on the indebtedness set forth in the petition with interest to the first day of this term the sum of \$4369.⁵⁰

The Court further find that in order to secure the payment of the indebtedness described in the petition, to wit: the sum of \$1000.⁰⁰ due December 1st, 1875 with interest at 6 per cent; and one note of \$550.⁰⁰ due December 1st, 1876 at 6 per cent; and one note for \$550.⁰⁰ due December 1st, 1877 at 6 per cent, interest; and that the said sums were for purchase money for the lands sold to John R. M^o. Dowell by Nancy H. Bland and described in the plaintiff's petition; and that the mortgage described in the plaintiff's petition was executed and delivered by John R. M^o. Dowell to Nancy H. Bland, and on the premises in the petition described; that said mortgage was duly recorded in Book eleven (11) page 617, of the Records of Mortgages of Union County and is a good and valid first lien on the premises described in the petition and that the conditions in said mortgage have been broken.

And the Court further find that said mortgage was uncancelled at the time of the commencement of this action, and it is ordered and decreed that the cancellations appearing on the record of said mortgage be and the same are set aside and held for naught.

And the Court find that the Connecticut Mutual Life Insurance Company hold and have a mortgage on 46 acres additional to the lands described in the plaintiff's petition to secure their indebtedness of \$1500.⁰⁰ against the defendant Matthias Loschky and it is ordered and decreed that said The Connecticut Mutual Life Insurance Company exhaust said additional lands to satisfy their said indebtedness and that thereafter it hold and have subordinate to the mortgage described in the plaintiff's petition as a second

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Order of Sale

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mortgage on the premises so described in the plaintiffs petition
 It is therefore adjudged and decreed that unless the defendant Matthias Loschky shall within 10 days from the entry of this decree pay or cause to be paid to the clerk of this Court the costs of this action and to the plaintiff or his attorney (D. N. Ayers) herein the sum so found due as aforesaid with interest from the 4th day of April 1893, the defendants equity of redemption be foreclosed, and that said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Thereupon the defendants gave notice of their intention to appeal from the order and decree of the Court, and the Court fix their Appeal Bond in the sum of Two hundred dollars (\$200.⁰⁰)

Order of Sale

Afterward, on the 4th day of December, A. D. 1893, an Order of Sale was issued by the Clerk of said Court, to wit:

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The State of Ohio,
 Union County, ss: To the Sheriff of said County, Greeting:
 Whereas, at a Circuit Court holden at the Court House in Mansville in said County of Union on the 10th day of October 1893, Ray G. Morse Admr. obtained a Judgment and Decree against Matthias Loschky for the sum of four thousand four hundred and forty-one $\frac{3}{4}$ $\frac{30}{100}$ dollars and forty-nine and $\frac{51}{100}$ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Matthias Loschky within 10 days from the 10th day of October A. D. 1893 pay unto the said Ray G. Morse Admr. the said sum of \$4441.⁰⁰ with interest from the 10th day of October 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 10 days aforesaid have fully expired, and the said sum of \$4441.⁰⁰ and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, State of Ohio.

Part of - part of and in the N. W. District, being all of lot N^o 5 of the Glasco M^o Powell farm, described in a Plat attached to a Deed recorded on the 28th day of June A. D. 1873 by Mary Morse and others to John R. M^o Powell to which reference is made for particular and further description of said lot, containing 46 acres and being part of Survey N^o 6602 and being

the same land conveyed by Nancy Morse and others to Nancy H. M^{rs} Dowell on the 25th day of June 1873, Deed recorded in Union County Record of Deeds No 39, Page 123.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 24th day of October A. D. 1893. (Seal) R. M^{rs} Crony, Clerk.

Sheriff's Return

And on the 4th day of December A. D. 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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| Service | 25 | The State of Ohio, } Sheriff's Return. Union County, ss: } |
| Devy | 25 | |
| Sum. Aprs. | 1 20 | Received this writ the 24 th day of October A. D. 1893, and on the 24 th day of October 1893, I called on inquest of George Streng, John Kleiber and Joseph F. Woods 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: \$2306 ³⁶ / ₁₀₀) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court. |
| Swear. " | 25 | |
| Convey. " | 1 00 | |
| Writing Aprl. | 25 | |
| Copy of " | 25 | |
| Notice to Cr. | 25 | |
| Affidavits Cr. | 25 | |
| Writing Notice | 25 | |
| Mileage | 1 44 | |
| Poundage | 39 50 | |
| Return | 25 | |
| Total | 45 39 | |
| Appraisers fee | 3 00 | |
| Printer's fee. | 17 00 | |

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

And on the 2nd day of December 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 Anna Loula Dove for the sum of three thousand four hundred and fifty dollars (\$3450.⁰⁰) she being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

W^m S. Smodgrass, Sheriff.

Proof of Publication

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Afterward, on the 2^d day of December A. D. 1893, Proof of the Publication was filed with the Clerk of said Court, to wit: Ray G. Morse, Admr.

Proof of Publication

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vs. Sheriff's Sale, On Order of Sale. Matthias Loschky 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 the Court House in Marysville, Ohio, on Saturday, December 2^d, 1893, at or about the hour of one o'clock P. M. on said day, the following described real estate, to wit: Part of land in the V. M. District being all of lot N^o 5 of the Glasco M^o. Dowell farm described in a plat attached to a deed recorded on the 28^d day of June A. D. 1873 by Mary Morse and others to John R. M^o. Dowell to which reference is made for particular and further description of said lot containing 4.6 acres and being part of Survey N^o 6602 and being the same land conveyed by Nancy Morse and others to Nancy H. M^o. Dowell, on the 28^d day of June 1873, deed recorded in Union County Record of Deeds N^o 39, Page 123.

Terms of Sale, one-third cash, one-third payable in one year, and one-third in two years: deferred payments secured by mortgage on said premises, with interest at 6 percent.

Appraised at \$56.⁴⁶ per acre.

W^o 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 November 1st, 1893.

W. O. Shearer.

Sworn to and subscribed before me, this 2^d day of December 1893. (Seal) R. M^o. Crony, Clerk.

Afterward, on the 5th day of December A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit: Ray G. Morse Admr.

Entry

6507

vs. Matthias Loschky 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 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 Anna Lula Lowe by deed according to law the property so sold and a writ of possession is awarded to put said purchaser in possession

Journal 16, Page 473.

of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the records thereof in the office of the Recorder of Union County.

And the Court coming now to distribute the proceeds of said sale amounting to \$3450. it is ordered that the Sheriff out of the money in his hands pay: - First - The taxes; Second: - The costs; 3/4 Third: - To the plaintiff Ray G. Morse, Administrator of Nancy H. Bland, deceased the remainder of said sum resulting from said sale.

Attest
A. M. Ervey
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 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 2nd day of September A. D. 1893, H. V. Spicer filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John T. Handley, to-wit:

Petition

6595

H. V. Spicer, Plaintiff

vs.

John T. Handley, Defendant.

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

The plaintiff for his cause of action says the defendant is indebted to the said plaintiff in the sum of One hundred dollars and together with interest on same from January 10th, 1893; the above said debt is on a certain promissory note of which the following is a copy:

January 10th, 1893. Six months after date I promise to pay to Newton Linsley One hundred dollars with interest from date.
(Signed) John T. Handley.

On the back of the said note is an assignment as follows: "For value received I hereby assign the within note and all any interest in the same to H. V. Spicer.

(Signed) Newton Linsley.

The above said assignment was made by Newton Linsley to H. V. Spicer the plaintiff on or about August 12th, 1893. There are no credits endorsements or payments on the above said note.

The note is justly due and unpaid.

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The plaintiff prays judgment for the sum of One hundred dollars together with interest at legal rate since January 10th, 1893.
 H. V. Spicer, Attorney for Plaintiff.
 State of Ohio,
 County of Union, ss:

H. V. Spicer having first been duly sworn says the allegations made in the foregoing statements are true as he verily believes.
 H. V. Spicer.

Sworn to and subscribed in my presence this 2^d day of September 1893. (Seal) J. E. Griffith, Notary Public.

Proceipe

To the Clerk:

Issue Summons in this case directed to the Sheriff of Union County, Ohio, for the defendant herein returnable according to law. Indorse: For Money Only. Amount of claim is one hundred (\$100.⁰⁰) dollars together with interest at legal rate from January 10th, 1893.
 H. V. Spicer, Atty. for Plt.

Afterward, on the 2^d day of September A. D. 1893, a Summons was issued by the Clerk of said Court, to wit:

Summons

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify John F. Handley that he has been sued by H. V. Spicer in the Court of Common Pleas of Union County, and must answer by the 30th day of September 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 11th day of September A. D. 1893.

Witness my hand and the seal of said Court, this 2^d day of September A. D. 1893.

Endorsed: In action for Money only. Amount claimed \$100.⁰⁰ with interest from January 10th, 1893.

And on the 7th day of September A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office of said County which return is as follows:

The State of Ohio,
Union County } Sheriff's Return.

Received this Writ September 3rd, A. D. 1893, at 1 o'clock P. M. and served same by leaving a certified copy of this writ with the endorsements thereon at the usual place of residence of the within named John F. Handley on the 7th day of September 1893.
 Fees - \$2.⁵⁰ W^m S. Snodgrass, Sheriff.

Afterward, on the 5th day of December A. D. 1893, an Entry was made on the Journal by the Clerk of said Court
 H. V. Spicer

Entry

Journal 16, Page 473.

John F. Handley

Now comes the plaintiff by his attorney, and the

6595-

defendant being in default of answer or demurrer, the Court find that the defendant John T. Handley is indebted to the plaintiff H. V. Spicer in the sum of \$103.⁵⁰

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of One hundred and five ⁵⁰/₁₀₀ dollars with interest from December 10th 1893, and his costs herein expended taxed at \$---

Attest
A. M. Brown
Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the term of September, to wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 28th day of July A. D. 1893, W. J. Campbell filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Florence S. Debolt et al.

Petition

W. J. Campbell, Plaintiff

The State of Ohio,
Union County, ss:

6568

Florence S. Debolt, ^{2/3} Sarah
S. Debolt his wife, ^{2/3} James
Cutler ^{2/3} The Bank of Richmond
Defendants

In the Court of Common Pleas

Now comes the plaintiff W. J. Campbell, and for a cause of action against the defendants says:

First Cause of Action: For a first cause of action against the defendants Florence S. Debolt and Sarah S. Debolt, the plaintiff W. J. Campbell says that the said Florence S. Debolt and Sarah S. Debolt on or about the 1st day of December 1888 executed and delivered to one Caroline Campbell, or order her certain promissory note with warrant of attorney for the sum of \$1500.⁰⁰ and becoming due on or before the 1st day of April 1889 with interest at 8% per annum from date payable annually until paid and 8% after maturity upon principal and upon due and unpaid interest, a true copy copy of said note with all indorsements thereon is hereto attached marked Exhibit A. and made a part of this petition.

The following indorsements appear on the back of said note, to wit: "Int. paid from date until April 1st, 1890."

"Int. paid from April 1st, 1890 until April 1st, 1891."

"Pay to the order of W. J. Campbell."

Caroline Campbell."

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Plaintiff further alleges that said note was assigned and transferred to him by the said Caroline Campbell and that he is still the owner and holder thereof and that the same is due and unpaid except as shown by the indorsements on the back of said note and that there is now due plaintiff on said note from the defendants Florence G. Debolt and Sarah A. Debolt, the sum of One thousand and five hundred dollars with interest thereon at the rate of 8 per cent. per annum from April 1st, 1891, payable annually until paid and 8 per cent. after maturity upon principal and upon due and unpaid interest.

Second Cause of Action:

For a second cause of action plaintiff says that he reavers and adopts the allegations made and facts stated in his first cause of action and makes the same a part of this his second cause of action and further alleges, that on or about the 1st day of December A. D. 1888 the said Florence G. Debolt and Sarah A. Debolt contemporaneous with the execution of the note set out in the first cause of action herein and as a part of the same transaction and in order to secure the payment of the said note, executed and delivered to Caroline Campbell her heirs and assigns their certain mortgage deed of that date and therein conveyed to the said Caroline Campbell her heirs or assigns the following described premises, to wit: "Situating in the Township of Jackson, County of Union, and State of Ohio, and known as part of Survey N^o 9919, on the north side of Rush Creek. Beginning in the center of Rush Creek, south-east corner of said Survey N^o 9919: thence with the east line of said Survey north 12 degrees west 131 poles to the County road: thence west in the center of said road to Joseph Temple's corner: thence south and with said Joseph Temple's east line to the center of Rush Creek: thence down the center of Rush Creek with the meanderings thereof to the place of beginning containing seventy-five (75) acres of land, more or less.

Said mortgage had a condition therein written by which it is provided: "That whereas the said Florence G. and Sarah A. Debolt have executed, and delivered to the said Caroline Campbell, their promissory note of even date herewith, as follows:

"\$1500." On or before April 1st, 1889, for value received we jointly and severally promise to pay Caroline Campbell or order, at Marion, Ohio, Fifteen hundred dollars with interest at 8 per cent. per annum from date payable annually until paid and 8 per cent. after maturity upon principal and upon due and unpaid interest.

And we hereby authorize and empower any Attorney-at-Law of any Court of Record, at any time after

"This note is secured by mortgage on Real Estate"

"Exhibit A"

"The above note becomes due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost in favor of the payee, legal holder, indorsee or assignee hereof, and release all errors which may accrue in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution any personal or real property belonging to us, or either of us, at and after the date of such judgment; and our said attorney is hereby authorized to enter such release in said judgment."

Witness our hands and seals this first day of December A. D. 1888. Florence G. Debolt. Sarah A. Debolt.
P. O. Address, La Rue, O.

Due April 1st, 1889.
Endorsed: "Int. paid from date until April 1st, 1890." Int. paid from April 1st, 1890 until April 1st, 1891."

Pay to the order of N. J. Campbell.
Caroline Campbell.

Now if the said Florence G. and Sarah A. Debolt, their heirs, assigns, executors, or administrators shall well and truly pay the aforesaid mortgage note according to the tenor thereof, to the said Caroline Campbell her heirs and assigns, then the above deed shall be void; otherwise the same shall remain in full force and virtue in law."

Plaintiff further says that said mortgage was left with the Recorder of Union County, Ohio, for record at the hour of 8²⁵ o'clock A. M. on the 10th day of December A. D. 1888 for record and the same was on the 18th day of December 1888 duly recorded in Vol. 27, Page 314 of the Records of Mortgages of Union County, Ohio, and thereby became the first and best lien upon the premises in said mortgage and this petition described.

Plaintiff further says that said mortgage was on the 25th day of July A. D. 1893 together with the note secured by the same, duly assigned and transferred to him in the words and figures following, to wit: -

"La Rue, O. 7/25/93. For value received I hereby transfer and assign within mortgage and note to N. J. Campbell.
Caroline Campbell.

Said assignment was on the 28th day of July duly recorded in the Recorder's Office of Union County, Ohio, on the face of the record of the mortgage so assigned.

Plaintiff further says that by reason of the above assignment he became the owner and holder of said mortgage and the note secured thereby; that the conditions of said mortgage have been broken by reason of the failure to pay the note in this petition described and secured by said mortgage; that he is entitled to have the defendant's equity of redemption foreclosed and have said

premises amount (Pl. Richmond and des. W. James B. defendant what m. ses or be plaintiff thereof and 8% from the out in a first and taxes are closed and paid the of suit and the proc against Debolt and equ The Sta Union the facts petition In scribed (Seal) Praecipe To the turnable Amount able, and due and Summons Ag was issi The Sta Union Debolt & Bank of in the must an

premises sold and out of the proceeds thereof be paid the amount so found due him as aforesaid.

(Plaintiff says that James Cutler and The Bank of Richmond claim some interest in and to the premises set forth and described in this petition.)

Wherefore plaintiff prays that the above mentioned James Cutler and Bank of Richmond may be made parties defendant to this suit and that they be compelled to show what interest they may have, if any, in and to said premises or be forever barred from any claim whatsoever; that plaintiff have judgment for the sum of \$1500.⁰⁰ with interest thereon at the rate of 8% per annum, payable annually, and 8% upon principal and upon due and unpaid interest from the 1st day April A. D. 1891; that the mortgage set out in the second cause of action herein be declared the first and best lien upon the premises described, subject to taxes and costs of suit; that said premises be ordered foreclosed and sold and out of the proceeds thereof plaintiff be paid the sum so found due him as aforesaid, and for costs of suit and for whatever balance that may remain after the proceeds of said sale are exhausted he have judgment against the defendants Florence G. Debolt and Sarah A. Debolt and for all proper relief as the nature of the case and equity may require.

The State of Ohio, | N. J. Campbell
Union County, ss: | By Fred C. Guthery, his Atty.

N. J. Campbell, being first duly sworn, says that the facts stated and allegations made in the foregoing petition are, as he believes, true.

Sworn to by the said N. J. Campbell and by him subscribed in my presence this 28th day of July A. D. 1893.
(Seal) R. W. Leroy, Clerk.

Procipe

To the Clerk:
Issue Summons to the within named defendants, returnable according to law: Indorsed: Action for money. Amount \$1500.⁰⁰ with interest thereon at 8% per annum, payable annually, from the 1st day of April 1891, and 8% upon due and unpaid interest and foreclosure of premises asked.
Fred C. Guthery,
Attorney for Plaintiff.

Summons

Afterward, on the 28th day of July A. D. 1893, a Summons was issued by the Clerk of said Court, to wit:

65-68

The State of Ohio, | To the Sheriff of Union County:
Union County | You are hereby commanded to notify Florence G. Debolt & Sarah A. Debolt his wife, James Cutler and The Bank of Richmond that they have been sued by N. J. Campbell in the Court of Common Pleas of Union County, and must answer by the 26th day of August 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 7th day of August A. D. 1893.

Witness my hand, and the seal of said Court, this 25th day of July A. D. 1893.

(Seal) R. W. Leroy, Clerk.

Endorsed: "In action for money. Amount \$1500.00 with interest thereon at 8% per annum payable annually from April 1, 1891, and 8% upon due and unpaid interest and foreclosure of premises asked for."

And on the 2nd day of August 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.

Sheriff's Return.

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| Seal | Returned | \$ 95 |
| | Mileage | 3 84 |
| | Copy | 60 |
| | Total | \$ 539 |

Received this writ July 31st A. D. 1893, at 11 o'clock A. M. and served same by delivering a true copy of this writ with the endorsements thereon to the within named defendants personally on the 1st day of August 1893.

Wm. G. Snodgrass, Sheriff.

Answer by cross-petition was filed with the Clerk of Court, to-wit:

W. J. Campbell, Plaintiff vs. Florence S. Debolt, Sarah A. Debolt, his wife, James Butler & Bank of Richwood, Defendants

Court of Common Pleas,
Union County, Ohio.

Now comes the Bank of Richwood, and for answer, and cross-petition herein 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 19th day of October 1891, said Bank of Richwood recovered judgment on Cognovit against the defendant Florence S. Debolt and one S. W. Clark in and by the consideration of the Court of Common Pleas in and for Marion County, Ohio, for the sum of \$314.00 and 8% interest thereon from said 19th day of October 1891, and \$6.00 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 21st day of October 1891 levied the same upon the lands described in the petition herein; and said judgment and levy is in full force and effect and no payment has been made thereon; the costs of said levy were \$10.00.

Wherefore said Bank of Richwood asks that upon the distribution of the proceeds of sale in this case the Court order said judgment, interest and costs paid in their regular order; that its rights be protected in the

premises

State of Ohio
Union County

B. Cashier
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This 17th day of August 1893
(Seal)

Answer by cross-petition of W. J. Campbell

of Florence S. Debolt, his wife, James Butler & Bank of Richwood

6568 answer on the 14th day of August 1893

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Union County, Ohio

he is the facts stated in the pleading

This 22nd day of August 1893

Seal.

Sheriff's Return

Answer by cross-petition of Bank of Richwood

6568

premises and for all proper relief.

J. F. Millar, Attorney for Bank of Richmond

State of Ohio,
Union County, ss:

B. L. Palmage, being first duly sworn says that he is Cashier of the aforesaid Bank of Richmond, and that the facts stated and allegations made in his foregoing pleading are, as he verily believes, true.

B. L. Palmage.

Sworn to before me and subscribed in my presence this 17th day of August 1893.

(Seal)

R. G. Cook, Notary Public.

Afterward, on the 25th day of August A. D. 1893, an Answer by cross-Petition was filed with the Clerk of Court and
W. J. Campbell, Plaintiff

Court of Common Pleas,
Union County, Ohio.

vs.
Florence G. Debolt, Sarah A. Debolt, his wife, James Butler
Bank of Richmond, Defendants

Now comes the defendant James Butler and for answer and cross-petition herein says: That on or about the 14th day of February 1893, he recovered judgment against the defendant Florence G. Debolt in and by the consideration of the Court of Common Pleas in and for Union County, Ohio, for the sum of \$139.⁵⁰ and interest thereon from date of said judgment: that said judgment became a lien on the land described in the plaintiff's petition herein on and from the aforesaid date on which it was rendered and is still in full force and effect and no payment has been made thereon.

Wherefore this defendant prays that said premises may be sold and that upon the distribution of the proceeds of the sale thereof the Court order said judgment and interest thereon paid in its regular order: that his rights be protected in the premises, and for all proper relief.

State of Ohio,
Union County, ss:

James Butler, being first duly sworn, says that he is the above answering defendant, and that the facts stated and allegations made in the foregoing pleadings are, as he verily believes true.

James Butler.

Sworn to before me and subscribed in my presence this 22nd day of August, 1893.

Seal.

R. G. Cook, Notary Public.

Entry
6568

Afterward, on the 13th day of September, A. D. 1893, an entry was made on the Journal by the Clerk of said Court.
N. J. Campbell.

Journal 16, Page 429.

Florence G. Debolt et al

This cause now coming on for hearing on the petition of the plaintiff and the cross petition of the defendants James Cutler & Bank of Richwood, and the evidence, the Court find that the defendants Florence G. Debolt and Sarah A. Debolt has been duly served with summons in this case, and that they are in default for answer or demurrer, and that the allegations of the petition and cross-petition are thereby confessed to be true and that there is due the plaintiff from the defendants Thomas G. Debolt and Sarah A. Debolt on the promissory note set forth in the petition with interest to the date of this decree the sum of \$1816.⁵⁶

The Court do further find that in order to secure the payment of said note the defendants Florence G. Debolt and Sarah A. Debolt his wife executed and delivered to the said N. J. Campbell, their certain mortgage as the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 27th, Page 314 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition and is the first and best lien thereon, and that the conditions in said mortgage have been broken.

And the Court do further find that there is due the defendant Bank of Richwood from the defendant Florence G. Debolt, on the answer and cross-petition of said Bank of Richwood the sum of \$362.¹² with interest to the day of this term, and that said lien is the second best lien on the premises described in said answer and cross-petition.

It is therefore considered by the Court that the plaintiff recover from the defendant Florence G. Debolt the sum of \$ - - - and his costs herein expended and that the defendant James Cutler recover from the defendant Florence G. Debolt the sum of \$144.²⁵ and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Florence G. Debolt shall within three days from the entry of this decree, pay, or cause to be paid to the clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due him as aforesaid with interest from the 12th day of September 1893 the defendants equity of redemption be foreclosed, and to the said Bank of Richwood and James Cutler the sum so found due them as aforesaid with interest from the 11th day of September 1893; 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

Entry
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County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Afterward, on the 22nd day of September A. D. 1893, an Entry was made on the Journal by the Clerk of Court, to wit:

Entry

W. J. Campbell

vs.

Florence G. Debolt et al

Journal 16, Page 444

6568

This cause coming on for hearing this 20th day of September, 1893, at the instance of the defendant Bank of Richwood was submitted to the Court on the pleading and evidence, and the Court finds that the defendants Florence G. Debolt and Sarah A. Debolt have been duly served with summons and are in default for answer and demurrer, and that the allegations of the said defendants Bank of Richwood answer and cross-petition are thereby confessed by them to be true; and the plaintiff being in default for any defense to said answer and cross-petition, the Court further find that the allegations therein contained are confessed by him to be true.

The Court therefore find that the judgment lien set up in said answer and cross-petition herein is the second best lien on the premises described in plaintiff's petition and that there is due on said judgment at the first day of this term the sum of \$362.¹² which amount the Sheriff is ordered to pay out of the proceeds of sale of said premises next after taxes, costs and plaintiff's claim.

Entry

Afterward, on the 22nd day of September, A. D. 1893, an Entry was made on the Journal by the Clerk, to wit:

6568

W. J. Campbell

vs.

Florence G. Debolt et al

Journal 16, Page 444.

This cause coming on for hearing this 20th day of September 1893, at the instance of the defendant James Cutler, was submitted to the Court on the pleadings and the evidence, and the Court find that the defendants Florence G. Debolt and Sarah A. Debolt have been duly served with summons in this case, and that they are in default for answer and demurrer and that the allegations of the defendant, James Cutler, cross-petition herein are thereby confessed by them to be true; and the plaintiff being in default as to said defendants answer and cross-petition, the Court further find that the allegations therein contained are confessed by him to be true.

The Court therefore find that the judgment lien set up in said answer and cross-petition herein is the third best lien on the premises described in plaintiff's petition and that there is due on said judgment at the first day of this term the sum of

\$144.³⁸ which amount the Sheriff is ordered to pay out of the proceeds of sale of said premises next after taxes, costs plaintiffs and defendant Bank of Richmond claim.

Afterward, on the 2^d day of October A. D. 1893, an Order of Sale was issued by the Clerk of said Court, to wit:

Order of Sale

The State of Ohio,
Union County, ss:

6568

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^d day of September 1893 W. J. Campbell obtained a judgment and decree against Florence G. Debolt and Sarah A. Debolt his wife for the sum of eighteen hundred and sixteen and ⁵⁶/₁₀₀ dollars and eighteen ⁷⁵/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Florence G. Debolt and Sarah A. Debolt within 5 days from the 12^d day of September A. D. 1893, pay unto the said W. J. Campbell the said sum of eighteen hundred and sixteen ⁵⁶/₁₀₀ dollars, with interest from the 12^d day of September 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 eighteen hundred and sixteen and ⁵⁶/₁₀₀ 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, in the Township of Jackson, bounded and described as follows: Known as part of Survey N^o: 9919, on the north side of Rush Creek. Beginning in the center of Rush Creek south-east corner of Survey N^o: 9919: thence with the east line of said Survey N. 12^o - N. 131 poles to the County road: thence west in the center of said road to Joseph Temple's corner: thence south with Joseph Temple's east line to the center of Rush Creek: thence down the center of Rush Creek with the meanders thereof to the place of beginning containing 75 acres of land more or less.

We therefore command you, that you proceed to carry said order, judgment, and decree into execution accordingly 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

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Sheriff's
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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 2nd day of October A. D. 1893. (Seal) R. M^r. Leroy, Clerk.

Sheriff's Return

And on the 10th day of November A. D. 1893, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

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| Convey. " | 1 00 |
| Writing Apr. | 25 |
| Copy of " | 25 |
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| Mileage | 4 00 |
| Conveyance | 26 38 |
| Return | 25 |
| Total | 34 83 |
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| Printer's fee. | 11 75 |

The State of Ohio, Union County, ss:

Sheriff's Return

Received this writ the 3rd day of October A. D. 1893 and on the 7th day of October A. D. 1893 I called an inquest of A. Cheyney, William Cobb and John M. Corney three disinterested freeholders and residents of the County and caused the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof (to wit: \$36.⁰⁰ 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 11th day of November 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 Robert Smith for the Richwood Bank and deed ordered by him to be made in name of James Cutler for the sum of twenty-one hundred and thirty-eight dollars and fifty cents (\$2138.⁵⁰) he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.

W^m. L. Snodgrass, Sheriff.

Proof of Publication

N. J. Campbell

Sheriff's Sale
On Order of Sale.

65-68

Florence G. Debolt et al. Court of Common Pleas, Union County
By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House, in Marysville, Ohio, on Saturday November 11th, 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: Known as part of Survey N^o 9919, on the north side of Rush Creek. Beginning in the center of Rush Creek south-east corner of Survey N^o 9919: thence with the east line of said Survey north 12° west 131 poles to the County road: thence west in the center of said road to Joseph Temple's corner: thence south with Joseph Temple's east line to the center of Rush Creek: thence down the center of Rush Creek with the meanders thereof to the place of beginning containing 75 acres more or less.

Appraised at \$36.⁰⁰ (Thirty six dollars per acre.
Terms Cash. W^m L. Snodgrass, Sheriff
The State of Ohio. Union County, Ohio.
Union County, ss:

I, Geo. W. Norden, publisher, being duly sworn, says that the notice hereto attached was published in the Richmond Gazette, on the 12th day of October 1893 and continued therein five consecutive times during all of which time said newspaper was printed and in general circulation in said County.

Sworn to and subscribed before me, this 9th day of December 1893. (Seal) J. P. Millar, Notary Public.

Afterward, on the 5th day of December A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

W. J. Campbell vs. Journal 16, Page 474.
Florence G. Debolt et al

In motion of plaintiff, and on his producing the return of the Sheriff of the sale made under the former order of this Court and the Court on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the order of this Court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser James Cutler by deed according to law the property so sold, and a writ of possession is awarded to 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 \$2137.⁵⁰ it is ordered that the Sheriff out of the money in his hands, pay First: To the Treasurer of this County the taxes and penalties on the duplicate on October 1st, 1893, to wit, the sum of \$94.⁶⁶ Secondly: The costs of this action taxed at \$68.³⁶

Entry 6568

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Attest RMC

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day of Clerk's Petition: Melinda Jeremiah Nina R. Elliott, s. Represento

Petition 6603 Milton William

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Thirdly: To the plaintiff N. J. Campbell, the amount heretofore found due him with 8% interest, to wit; the sum of \$184.²²
 Fourthly: To the defendant, The Bank of Richmond, the remainder of said money, to wit: the sum of \$124.²⁹ to apply as a credit upon its judgment set up in this action.

Attest
 R M Emery
 Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Seventh Judicial 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 17th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 14th day of September A. D. 1893, Melinda M^{rs}. Cloud filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Milton H. Montgomery et al.

Melinda M^{rs}. Cloud, Plaintiff
 Jeremiah B M^{rs}. Cloud,
 Nina R. Morse, Miriam M.
 Elliott, sole heirs & legal
 Representatives of James M^{rs}. Cloud, Deid.

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

Petition

6603

Milton H. Montgomery and
 William S. Montgomery, Defendants

The plaintiffs say: That they are the legal owners and now in possession of In Lot Number Seventeen (17) in the village of Milford Center, Union County, Ohio. That on November 4th, 1873, one Matthias Welsh, who was then the owner of said lot N^o 17 executed and delivered to the heirs and legal representatives of James Riddle, deceased, his certain mortgage deed on said lot to secure the payment of the sum of \$356.²⁷ to the heirs and legal representatives of James Riddle, deceased, among whom were the defendants.

That on November 2nd, 1874, James W. Robinson as attorney for said Riddle heirs received the money due on said mortgage and cancelled the same as attorney for said Riddle heirs, and immediately thereafter paid to all of said heirs including the defendants, the money received by him on said mortgage. Said James W. Robinson had no other power of Attorney from said heirs than the general power of being the attorney of record in the partition of said lot N^o 17 among the heirs of said James Riddle, deceased, and said

cancellation was technically illegal.

All the heirs of said James Riddle, deceased, duly ratified said cancellation of said James W. Robinson except said defendants.

Said William S. Montgomery resides at Cripple Creek, Colorado and said Milton H. Montgomery's residence is unknown to plaintiffs but is supposed to be somewhere in South America.

Plaintiffs ask that the title to them be quieted as against said mortgage. That said mortgage be ordered to be cancelled by decree of Court and for all proper relief in the premises.

John M. Brodrick, Attorney for Plaintiff.

The State of Ohio,
County of Union, ss:

Jeremiah B. M^r. Cloud, one of the above named plaintiffs being sworn makes oath that the facts stated in the foregoing petition are, as affiant believes true.

Jeremiah B. M^r. Cloud.

Sworn to by said Jeremiah B. M^r. Cloud before me and signed by him in my presence this 14th day of September, A. D. 1893.

(Seal) R. M^r. Leroy, Clerk.

Affidavit
for
Publication

6603

Afterward, on the 14th day of September, A. D. 1893, an Affidavit for Publication was filed with the Clerk of Court, to wit:

Melinda M^r. Cloud et al

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

or,
Milton H. Montgomery et al

Jeremiah B. M^r. Cloud, one of the plaintiffs, being sworn says that service of summons can not be made in this State on the defendants Milton H. Montgomery and William S. Montgomery.

That as affiant is informed and believes said William S. Montgomery resides at Cripple Creek, in the State of Colorado.

That said Milton H. Montgomery, as affiant is informed and believes, resides somewhere in South America, but the post office address of said Milton H. Montgomery is unknown to said affiant, and cannot with reasonable diligence be ascertained, and that the cause is one of those mentioned in Section 5048 of the Revised Statutes of Ohio.

Jeremiah B. M^r. Cloud.

Sworn to by said Jeremiah B. M^r. Cloud before me, and signed by him in my presence, this 14th day of September, A. D. 1893.

(Seal)

R. M^r. Leroy, Clerk of Court.

Proof of
Publication

6603

Melinda M^r. Cloud et al

Legal Notice

or,
Milton H. Montgomery et al

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

William S. Montgomery, residing at Cripple Creek, State of Colorado, and Milton H. Montgomery, residing in South America, but residence unknown will take notice that

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on the 14th day of September 1893, Melinda M^{rs}. Cloud and others as the sole heirs and legal representatives of James M^{rs}. Cloud, deceased, filed their certain petition in the Court of Common Pleas of Union County, Ohio, in Case N^o. 6603 against the above named parties, praying for the quieting of title and cancellation of mortgage given by Matthias Welsh to the heirs of James Riddle, deceased, and recorded in Volume 10, Page 428 of the Records of Mortgages of Union County, Ohio.

Said parties are required to answer on or before the 18th day of November 1893. September 20th, 1893.
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 "Mansville Tribune" a newspaper of general circulation in the County of Union the first publication beginning with September 20th, 1893.
W. O. Shearer.

Sworn to and subscribed before me this 20th day of November 1893. (Seal) R. M^{rs}. Leroy, Clerk

Afterward, on the 6th day of December, A. D. 1893, an Entry was made on the Journal by the Clerk of Court. Melinda M^{rs}. Cloud et al

Entry

as Milton H. Montgomery et al Journal 16, Page 477.

6603

This day this cause came on for hearing on the petition and evidence, and the same was submitted to the Court. On consideration the Court finds that said plaintiffs were at the time of bringing this suit in possession of the premises described that due and legal notice has been given to said defendants and that they are in default for answer and demurrer, and that the facts stated in the petition are confessed by them to be true.

The Court further finds on the evidence that the money due the heirs of James Riddle, deceased, was paid to James N. Robinson an attorney at law of law of this Court, who was then the regularly employed attorney for said heirs.

That said James N. Robinson remitted all the money collected by him to said heirs and has the receipt from said heirs for said money, and that said plaintiffs are entitled to have their title and possession quieted as against each and every² of said defendants, as prayed for in their petition.

It is therefore ordered, adjudged and decreed, that the title and possession of the said plaintiffs to all and singular the premises in the petition described, be, and the same hereby are, quieted as against the defendants, and

each and every one of them, and all persons claiming under them, or any of them: and they are hereby forever enjoined from setting up any claim to said premises, or any part thereof, adverse to the title and possession of said plaintiffs, their heirs or assigns, thereto, or any lien on said premises and especially of the mortgage set forth in said petition. And plaintiffs to pay the costs herein taxed to & - and execution is awarded therefor.

Attest
R M Brown
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 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 September, A.D. 1893, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 11th day of October A. D. 1893, Simon Moore filed in the Clerk's Office of the said Court of Common Pleas the following Petition in Error against Joseph Kohler et al.

Petition
in
Error
6.6.15
Simon Moore, Plaintiff in Error
vs.
Joseph Kohler & John Kohler,
Surviving Partners of Kohler Bros.
Defendants in Error

Court of Common Pleas
Union County, Ohio.

Plaintiff in error says at a trial before B. W. Evans, a Justice of the Peace in and for Jerome Township, Union County, Ohio, held on the 21st day of September, 1893, in which said case the defendants in error were plaintiffs and the plaintiff in error was the defendant, said Justice of the Peace had issued an order of attachment against the property of this plaintiff in error. At said time and place this plaintiff in error moved said Justice to dissolve said attachment for the reasons following, to-wit:

- 1st. Because the affidavit for attachment in the case was insufficient in this, - that said affidavit as shown by the copy served on the defendant does not recite any of the grounds upon which an order of attachment may be obtained, as the Statute requires.
- 2nd. Because the affidavit for attachment filed in said case is false and untrue in this, - that it recites that the property sought to be attached is not exempt from execution, and

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is not the personal earnings of the defendant within three months prior to the commencement of this action.

Said Justice overruled said motions, and a transcript of the docket record of said proceedings is filed herewith.

There is error in the said records and proceedings in this, to wit: That said Justice overruled said motion when he should have sustained it.

Plaintiff in error therefore prays that said order may be reversed, and that he may be restored to all things he has lost by reason thereof.

Chas. W. Rouse

Attorneys for Plaintiff

We the undersigned defendants in error in the above entitled action, hereby waive the issuing of Summons in Error upon us in said action and hereby enter our appearance to said action in error.

Writ To the Clerk of the Court:

Issue Summons in Error in the above entitled action, returnable according to law.

Filed October 11th, 1893.

Summons Afterward, on the 6th day of November A. D. 1893, a Summons in Error was issued by the Clerk of said Court.

The State of Ohio, | Summons in Error.
Union County | Common Pleas from J. P.
Simon Moore, Plaintiff in Error

vs. | To the Sheriff
Joseph Koehler et al. Defendant in Error | of said County.

You are hereby commanded to notify the above named defendants in error, that the above named plaintiff in error has filed a petition in the Office of the Clerk of Court of Common Pleas of the County aforesaid, asking the reversal of a judgment which said defendant in error obtained against said plaintiff in error, on the 12th day of October A. D. 1893, by the judgment of B. W. Evans, Justice of the Peace in and for the Township of Jerome in said County, and that unless the said defendant in error attend upon said Court of Common Pleas on the 9th day of December 1893, the day said judgment may be reversed.

You will make due return of this Summons, on or before the 20th day of November.

Witness my signature and the Seal of said Court.
(Seal) This 6th day of November A. D. 1893.

R. M. Leroy, Clerk.

And, on the 20th day of November A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Received this writ November 6th, 1893 and pursuant to its command on the 18th day of November 1893 served the same by delivering a certified copy of this writ with the

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endorsements thereon to the within named defendants.

Pees: \$2.⁴²

W^m S. Snodgrass, Sheriff

Afterward, on the 11th day of December A. D. 1893, an entry was made on the Journal by the Clerk of said Court.

Simon Moore

Journal 16, Page 482.

Entry

vs.

Kahler Bros.

6615

This cause came on for hearing upon the petition in error, and the transcript of the proceedings and judgment of B. H. Evans, a Justice of the Peace for this said County: on consideration whereof, the Court find that there is error in said proceedings and judgment, in this that said Justice entered a final order overruling said Simon Moore motion to dissolve the attachment therein, on the ground that said property so attached was the personal earnings of the defendant below (Simon Moore) for services rendered by such defendant within three months before the commencement of the action and did not exceed one hundred and fifty dollars; when said Justice should have sustained said motion and discharged said property from attachment.

And said final order is therefore recovered at the cost of the defendants in error, in said attachment proceedings. And it is ordered that the attachment in said action be, and the same hereby is discharged, and the garnishee is released from all liability in said action.

It is further ordered that the Clerk of this Court certify this decision in the premises to the said Justice, that the said order may be carried into execution.

Attest
R. M. Erwin
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 10th day of December A. D. 1891, N. S. Rogers filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Joshua Pruitt, to-wit:

Petition N. S. Roge

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Joshua P. Pruitt

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Petition W. S. Rogers, Plaintiff
vs.
6076 Joshua Smith, Defendant

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

The plaintiff says: This case comes into this Court on appeal from the docket of a Justice of the Peace of said County. That there is due the plaintiff from the defendant upon an account a copy of which is hereto attached marked "A" and made part hereof (See original petition for copy of said account) the sum of forty dollars and eighty-three cents together with interest thereon from October 22nd 1887, for which sum and interest the plaintiff is entitled to a judgment against the defendant.

Wherefore the plaintiff asks judgment against the defendant in the sum of forty dollars and eighty-three cents with interest from October 22nd 1887, and for all proper relief.

J. M. Brodrick
J. L. Cameron, Attorneys for Plaintiff.

The State of Ohio,
Union County, ss:

W. S. Rogers being first duly sworn says the facts stated and allegations made in his foregoing petition are true as he believes.

W. S. Rogers.

Sworn to before me and signed in my presence this 9th day of December 1891.

John Van Cleave,
Notary Public.

(Seal)

Afterward, on the 11th day of February, A. D. 1892, an entry was made on the Journal by the Clerk of said Court

Entry

W. S. Rogers

Journal 16, Page 135.

vs.
Joshua Smith

6076

Continued with leave to the defendant to file answer by March 10th 1892.

Afterward, on the 12th day of September, A. D. 1892, an entry was made on the Journal by the Clerk of said Court.

W. S. Rogers

Journal 16, Page 214.

vs.
Joshua Smith

Leave is granted defendant to file answer and answer filed.

Afterward, on the 12th day of September, A. D. 1892, an answer was filed with the Clerk of said Court, to wit:

W. S. Rogers, Plaintiff

Court of Common Pleas,
Union County, Ohio.

Answer

vs.
6076 Joshua Smith, Defendant.

Now comes the defendant and for answer says that he denies that the first four items of plaintiff's account for \$27.²² and \$1.⁴⁰ and \$26.²⁰ and \$13.⁴⁵ were for tile

in the year 1884 but says said tile were furnished in December 1883 and January 1884.

Defendant denies that either of the items of fifty dollars check mentioned were paid to apply account in said petition described but says said payments were to apply on account of tile before that date sold and delivered and he says the plaintiff omitted from his said account the items of tile amounting to the sum of seventy-four dollars and twenty-three cents as follows, to wit: sold him before that time, viz:

| | |
|---|---------------------|
| January 29 th , 1884, 10 rods 8 inch tile at 90 per rod | \$9. ⁰⁰ |
| January 29 th , 1884, 3 1/2 rods 6 inch tile at 50 per rod | 1. ³⁷ |
| January 14 th , 1884, 14 rods 3 inch tile at 30 per rod | 2. ⁵⁰ |
| April 7 th , 1884, 53 1/2 rods 5 inch tile at 40 per rod | 21. ⁴⁰ |
| April 8 th , 1884, 88 rods 5 inch tile at 40 per rod | 35. ²⁰ |
| April 9 th , 1884, 25 rods 5 inch tile at 40 per rod | \$10. ⁰⁰ |

all of which items were the continuous account from January 28th, 1884 when the last of the four first items of said account of plaintiffs petition were made for tile that day delivered and should be contained in said account and the payments of checks applied on the whole of the same.

And the defendant denies the items of sixteen 3/4 ⁷⁹/₁₀₀ dollars as discount on \$139 ⁷⁵/₁₀₀ as alleged in said account and he also denies the second item of \$2 ⁶/₁₀₀ of October 12th, 1886 and says it is the same as the first item of the same date and amount and the same is charged twice in said account.

The defendant says said accounts were between Smith & Durlinger on one part and Rogers & Thompson of the other part but that by the arrangement between said parties the plaintiff and the defendant were to settle all of the accounts between said parties and said co-partners as of their own individual rights and therefore defendant answers to the plaintiffs petition without raising the question of parties.

The defendant denies that said item of \$15 ²⁵/₁₀₀ should be included as payment on the tile bills mentioned in said plaintiffs account but says that said wood was furnished to said Smith & Durlinger at their tile mill to apply and was applied on said five inch tile delivered to plaintiff January and April 1884 mentioned in this answer and not included in the items in plaintiffs petition.

The defendant says there is due to him by reason of the premises as the true balance on said accounts the sum of fifty-two dollars and eighty-five cents with interest from December 26th, 1886 against the plaintiff for which he asks judgment against the plaintiff.

Robinson & Woodburn,

Attorneys for Defendant.

Reply

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The State of Ohio.

Union County, ss:

Joshua Pruitt defendant says and deposes that he believes the allegations of the foregoing answer are true this 10th day of September 1892.

Sworn to before me and signed in my presence the 10th day of September 1892. (Seal.) James E. Robinson, Notary Public

Afterward, on the 28th day of March A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:

W. S. Rogers Plaintiff vs. Joshua Pruitt Defendant In Union County Court of Common Pleas.

The plaintiff for reply to the answer of the defendant says: He denies that any items of tile were omitted from his account, and denies that he received from the defendant any of the tile specifically set forth in said answer, and denies that the checks mentioned in the petition were given to apply on any tile other than is in the petition stated, and denies that plaintiff ever agreed to settle the account of Rogers & Thompson or any part thereof, and denies that the wood furnished was to apply on five inch tile, and denies that he ever bought any five inch tile of the defendant.

And plaintiff denies each and every other allegation and averment in said answer not in the petition admitted except that defendant agreed to settle the account of Pruitt & Dwilinger. The plaintiff says that the firm of Rogers & Thompson dissolved its partnership in April - 1884 and immediately thereafter plaintiff notified the defendant of such dissolution and instructed defendant to credit to said Thompson the one-half of the wood before that time delivered, and to credit the other half of said wood to the plaintiff and that all subsequent accounts must be kept separate to all of which the defendant assented and agreed.

This plaintiff denies that he is indebted to the defendant, but prays for the judgment he has already asked in his petition.

The State of Ohio. Union County, ss:

W. S. Rogers, being sworn says that the facts stated and allegations made in his foregoing reply are as he believes true.

Sworn to before me and signed in my presence this 28th day of March A. D. 1893. (Seal) R. M. Crony, Clerk of Court.

Afterward, on the 24th day of April A. D. 1893, an Entry was made on the Journal by the Clerk of said Court.

W. S. Rogers vs. Joshua Pruitt Journal 16, Page 382.

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This day the plaintiff made showing for continuance by reason of absent witnesses, whereupon the court sustained the showing so made. Whereupon this cause is continued at the plaintiff's cost. Wherefore it is considered by the court that defendant recover of plaintiff the costs of this term of court.

Entry

6076

Afterward, on the 13th day of September A. D. 1893, an entry was made on the Journal by the Clerk of said Court, to wit: N. S. Rogers

Journal 16, Page 423

This day came the parties by their attorneys, also came the following named persons as Jurors, to wit:
1st J. W. Skidmore, 5th D. N. Buffington, 9th Hugh W. Adow,
2nd Samuel Warner, 6th Shannon Burgoon, 10th E. D. Welch
3rd Charles Martin, 7th James W. Dow, 11th John Harris,
4th Jesse Williams, 8th S. S. Welch, 12th Alfonso Malone

who were duly sworn and empaneled according to law, and therefore this case came on for hearing on the pleadings and evidence. And after hearing the evidence and arguments of counsel and charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now comes the said Jury into open Court with their verdict in writing, signed by their foreman and say:

"We, the Jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due to the plaintiff from the defendant at the sum of \$48.⁰⁰"
W. S. Burgoon, Foreman.

Motion

6076

Afterward, on the 15th day of September A. D. 1893, a motion was filed with the Clerk of said Court, to wit: N. S. Rogers, Plaintiff

vs. Joshua Smith, Defendant
Court of Common Pleas, Union County, Ohio.

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

- 1st Irregularity in the proceedings of the Jury, and plaintiff by which defendant was prevented from having a fair trial.
- 2nd Misconduct of the Jury and plaintiff.
- 3rd Accident and surprise which ordinary prudence could not have guarded against.
- 4th Error in the assessment of the amount of recovery.
- 5th That the verdict is not sustained by sufficient evidence.
- 6th That the verdict is contrary to law.
- 7th Newly discovered evidence which the defendant could not have discovered with reasonable diligence and produced at the trial and which is material to defendant.

Robinson & Woodburn,
Attorneys for Defendant

Entry

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Entry made
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Afterward, on the 13th day of December, A. D. 1893, an Entry was made on the Journal by the Clerk of Court, to wit: W. S. Rogers

Entry

vs.

Joshua Smith

Journal 16, Page 486.

6076

The Jury in this action having on a former day of this term rendered a verdict for the plaintiff, and assessed the amount due from the defendant at \$48.⁹⁴ and motion for a new trial having been made the same was argued by counsel and submitted to the Court.

It is therefore considered by the Court that the said motion be overruled, and the said plaintiff recover from the said defendant the said sum of forty eight dollars and ninety-four cents together with his costs herein expended.

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 September, to wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 17th day of June A. D. 1893, William D. M^r. Entire filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Hannah C. Clark et al. to wit:

Petition

6555

William D. M^r. Entire, Plaintiff
vs.
Hannah Clark, Lucinda Knight,
Jessie M^r. Entire, Retta M^r. Entire, Lula M^r. Entire, Charles M^r. Entire who live with Mary M^r. Entire, Lillie May Griffith, Florence Griffith & Webster C. Griffith, Guard of Lillie Griffith and Florence Griffith, Webster C. Griffith, Florence Hatcher, Rosa Panner, Alice Stithem, J. N. M^r. Entire, Thomas B. Davis, Mary Davis, L. D. Wright, Harvey M^r. Entire, The Peoples Bank, Defendants.

Court of
Common Pleas
Union County
Ohio.

The plaintiff says: He is the son of Robert M^r. Entire deceased, who died on or about the month of October 1888 seized of about eighty-nine (89) acres of land situated in York Township, Union County, Ohio. That by the

consideration of a former order of this the Court of Common Pleas of Union County, Ohio, in case N^o. 5793 Journal 15. Page 220 an order of partition was granted the plaintiff therein and such proceedings were had therein as resulted in a division of said real estate and his widow Martha M^o. Entire now deceased who was assigned dower in said premises and each share was set off free from dower except the share that was assigned to the plaintiff herein, and in his said share the dower of the said widow was located.

That in said proceedings in said case N^o. 5793 there was set off twenty acres of said premises as the share of William D. M^o. Entire and the share of this plaintiff in said estate of eighty-nine (89) acres of land of the plaintiff's father, Robert M^o. Entire deceased, was subject to the dower of said Martha M^o. Entire in the whole of said estate of eighty-nine acres.

That this plaintiff and his mother Martha M^o. Entire resided on said twenty acres about two years that by the request of plaintiff said mother and by the consent of all the other heirs of said Robert M^o. Entire, deceased, this plaintiff was to and did keep and provide a home for his said mother during her natural lifetime and at her death all of said twenty acres was to be the property of plaintiff, his said mother having a life estate in said twenty acres.

That during the month of April 1891, plaintiff and his said mother sold said twenty acres of land to the defendant L. D. Wright who paid to this plaintiff as a first payment on said purchase of said twenty acres of land the sum of four hundred dollars and gave notes and mortgages on said twenty acres of land securing the same in the sum of nine hundred dollars (\$900.⁰⁰)

The plaintiff says that by oversight and mistake said mortgage and notes for \$900. were made to his said mother and himself jointly. The said plaintiff about the 1st day of April 1891, purchased of the defendant Thomas B. Davis the following described premises.

Beginning at a stone with piece of brick under it N. E. corner to a lot heretofore conveyed by James D. Marr and wife to J. M. Darling: thence S. 81³/₄ - E. 57³/₄ poles: thence 7³/₄ - N. 149 poles to a stake and water ash in the north line of Jacob Harris land: thence with said Harris north line N. 81³/₄ - N. 54³/₄ - poles to a stone: thence N. 7³/₄ - E. 146 poles to the place of beginning containing fifty (50) acres.

That the price to be paid for the last named premises was seventeen hundred and fifty dollars. That by the mutual mistake of the said Thomas B. Davis, Martha M^o. Entire and this plaintiff said deed conveyed said premises last named to the plaintiff and his said mother Martha M^o. Entire in fee simple, whereas said deed of

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Thomas B. Davis should have conveyed to this plaintiff said premises in fee simple subject to the life estate of his mother Martha M^cEntire. The plaintiff says that on the 26th day of March 1893 his said mother died intestate.

Plaintiff says that his said mother resided with him from the time of the death of his said father until her death as aforesaid. That it was the intention of his said mother to make a correction of the same by quit-claim deed to the plaintiff during her life-time but the same was by reason of the good understanding between himself and his said mother neglected and overlooked from time to time until her death without the same having been completed.

Plaintiff says he has paid said sum of seven hundred and fifty dollars with its interest down to ten hundred and fifty dollars which is secured by mortgages on said fifty (50) acres of land and now held by the Peoples Bank of Marysville, Ohio having been passed to them by the said Thomas B. Davis. That the mortgage of the said L. D. Wright for the sum of nine hundred dollars has been paid by the said Wright to this plaintiff except four hundred dollars with its interest yet remaining unpaid.

Plaintiff says that Hannah Clark who resides in Richwood, Ohio, and Lucinda Wright who resides in Scotts Van Wert County, Ohio, are children of Robert M^cEntire, deceased, and sisters to the plaintiff; that Retta M^cEntire, Lula M^cEntire, Jessie M^cEntire and Charles M^cEntire minor children (whose ages are unknown to plaintiff) of Robert M^cEntire, deceased, who was a son of Robert M^cEntire deceased and was a brother to plaintiff. That Flora Hatcher, Rosa Tanner and Alice Stithem are children of Franklin M^cEntire, deceased, and he was a son of Robert M^cEntire deceased and brother to the plaintiff. That J. N. M^cEntire is a son of Irena M^cEntire who was a daughter of Robert M^cEntire, deceased, and was a sister to this plaintiff.

That Lillie May Griffith, Florinda Ann Griffith and Webster A. Griffith (who is their guardian) are the only children of Mollie Griffith who was a daughter of Robert M^cEntire deceased, and was a sister to this plaintiff.

The plaintiff has named all the surviving next of kin of Robert M^cEntire deceased and their legal representatives. Plaintiff therefore prays that the said deed from Thomas B. Davis and wife (a copy of which is hereto attached marked "A." and made a part of this petition) may be so reformed and corrected as to convey to said plaintiff the title in fee to said fifty acres of land described as aforesaid, and that the mortgage from L. D. Wright may be reformed and corrected so as

to conform to the truth and fact, and he may be made
 sole grantee of the same, and the sole payee of the notes se-
 cured by said mortgage and that he be decreed to hold the
 legal title to said fifty acres of land and for such relief
 as is proper.

State of Ohio.

Union County, ss: |

William D. M^r. Entire, being duly sworn says the
 facts stated and allegations in his foregoing petition are
 as he believes true.

D. W. Ayers,
 Attorney for Plaintiff.

William D. M^r. Entire.

Sworn to before me and signed in my presence this
 13th day of June 1893. (Seal)

C. L. Cory, Notary Public.

"A."

Warranty Deed, with Dower.

Know all men by these presents: That we Thomas B.
 Davis and Mary Davis his wife of the County of Union
 and State of Ohio, in consideration of the sum of seventeen
 hundred and fifty dollars, to them paid by Martha M^r. Entire
 and William D. M^r. Entire son of said Martha M^r. Entire
 the receipt whereof is hereby acknowledged, do hereby Grant
 Bargain, Sell, and convey to the said Martha M^r. Entire
 and William D. M^r. Entire her son and their heirs and
 assigns forever the following real estate, situated in the
 County of Union, in the State of Ohio, and in the Town-
 ship of York in Survey N^o. 3238 and bounded and describ-
 ed as follows: Beginning at a stone with pieces of brick
 under it N. E. corner to a lot heretofore conveyed by James
 D. Mann and wife to J. M. Darling: thence S. 81³/₄ - E. 57²/₁₀ poles.
 thence S. 7²/₄ - N. 149 poles to a stake and water ash in the
 north line of Jacob Harris' land: thence with the said
 Harris' north line N. 81³/₄ - N. 54¹⁰/₁₀ poles to a stone: thence N.
 7²/₄ - E. 146 poles to the place of beginning, containing fifty
 (50) acres.

To have and to hold said premises with
 all the privileges and appurtenances thereunto belonging
 to the said Martha M^r. Entire and W. D. M^r. Entire her
 son and their heirs and assigns forever.

And the said Thomas B. Davis and Mary Davis
 his wife for themselves and their heirs, does hereby covenant
 with the said Martha and William M^r. Entire her son
 and their heirs and assigns, that they are lawfully seized
 of the premises aforesaid, that the said premises are
 free and clear from all encumbrances whatsoever, except a
 mortgage of five hundred dollars due in 1893 to be paid
 T. B. Davis and that they will forever warrant and de-
 fend the same with the appurtenances unto the said
 Martha M^r. Entire and William D. M^r. Entire her son and
 their heirs and assigns against the lawful claims of
 all persons whomsoever.

In Witness Whereof, The said Thomas B. Davis
 and Mary Davis his wife who hereby releases

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her right of dower in the premises has herunto set their hands and seals this - - - day of - - - in the year of our Lord one thousand eight hundred and ninety-one. Signed, Sealed & Acknowledged } Thomas B. Davis
 in presence of W. J. Watts } Mary Davis.
 Howard Watts }

The State of Ohio,
 Union County, ss: |

Be it remembered, that on this first day of April A. D. 1891, before me the subscriber, a Notary Public in and for the said County, personally came the above named Thomas B. Davis and Mary Davis his wife the Grantors in the foregoing deed and acknowledged the signing and sealing of the same to be their voluntary act and deed for the uses and purposes therein mentioned. And the said Mary Davis wife of the said Thomas Davis being at the same time examined by me separate and apart from her said husband, and the contents of said instrument being by me made known and explained to her then declared that she did voluntarily sign, seal and acknowledge the same, and that she is still satisfied therewith, as her voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have herunto subscribed my name and affixed my official seal on the day and year last aforesaid.
 B. L. Cory, Notary Public.

Mortgage Deed without Dower.

Know all men by these presents, That we L. D. & M. L. Wright of the County of Union and State of Ohio, in consideration of the sum of nine hundred dollars to them paid by Martha M^{rs}. Entire, William M^{rs}. Entire, Addie M^{rs}. Entire, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey, to the said Martha M^{rs}. Entire, William D. M^{rs}. Entire and Addie M^{rs}. Entire their heirs and assigns forever, the following real estate, situated in the County of Union, in the State of Ohio, and in the Township of York, Survey N^o 3237 and bounded and described as follows, viz: Beginning at a stone in the center of the cross-road in York Center; thence S. 1^o - N. 65^o - ⁰⁰/₁₀₀ poles to a stone and N. W. Corner of Robert M^{rs}. Entire's land; thence with the north line of said land S. 79^o - E. 34^o - ⁷²/₁₀₀ poles to a stone and south-west corner to Lucinda Wright's land; thence with the west line of said land N. 10^o - E. 49^o - ⁰⁰/₁₀₀ poles to a stone in the center of the Richwood and York Center gravel road; thence N. 67^o - N. 67^o - ⁰⁰/₁₀₀ poles with the center of said road to the place of beginning, containing twenty-one acres, except one acre sold by Robert M^{rs}. Entire to the Board of

Education of York Township.

To have and to hold, said premises, with all the privileges and appurtenances thereto belonging, to the said Martha M^{rs} Entire, William D. M^r Entire and Addie M^{rs} Entire their heirs and assigns forever.

And the said L. D. Wright and M. L. Wright for themselves and their heirs, do hereby covenant with the said Martha M^{rs} Entire, William D. M^r Entire and Addie M^{rs} Entire their heirs and assigns that they lawfully seized of the premises aforesaid, that the said premises are free and clear from all encumbrances whatsoever; and that they will forever warrant and defend the same, with the appurtenances unto the said Martha M^{rs} Entire, William D. M^r Entire and Addie M^{rs} Entire their heirs and assigns, against the lawful claims of all persons whomsoever. Provided always and these presents are upon this condition, that if the said L. D. Wright shall pay, or cause to be paid, unto the said Martha, William D. and Addie M^{rs} Entire the following described notes of even date herein.

- Two hundred and fifty dollars on or before the 1st day of April 1891
- Two hundred and fifty dollars on or before the 1st day of April 1892
- Two hundred and fifty dollars on or before the 1st day of April 1893
- One hundred and fifty dollars on or before the 1st day of April 1895

Said notes to bear 6 per cent. interest from date; then these presents shall be void; otherwise to be and remain in full force and virtue.

In Witness Whereof, the said L. D. Wright and M. L. Wright wife of said L. D. Wright who hereby releases her right and dower in the premises have hereunto set their hands and seals this first day of April in the year of our Lord one thousand eight hundred and ninety-one.

Signed, sealed & acknowledged } L. D. Wright
in the presence of Linley Davis } M. L. Wright
J. A. Stiggers }

The State of Ohio,
Union County, ss:

Be it remembered, that on this first day of April A.D. 1891, before me, the subscriber, a Notary Public in and for the said County, personally came the above named L. D. Wright, the Grantor in the above named instrument, and acknowledged the above signing and sealing of the same to be their voluntary act and deed for the uses and purposes therein mentioned. And the said M. L. Wright wife of the said L. D. Wright being at the same time examined separate and apart from her said husband, and the contents of said instrument being by me made known and explained to her, she then declared that she did voluntary sign, seal, and acknowledge the same, and that she is still satisfied therewith.

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In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

C. L. Corey, Notary Public.

Recife To the Clerk:

Issue Summons in the above case to Sheriff of Union County, Ohio, for Hannah Clark & Jessie M. Entire, Retta M. Entire, Lula M. Entire who live with Mary M. Entire, also Mary M. Entire, Lillie May Griffith, Florence Griffith and Webster C. Griffith as Guardian of Lillie May Griffith and Florence Griffith, Webster C. Griffith, Florence Hatcher, Rosa Ganner, Alice Stithum, J. N. M. Entire, Thomas B. Davis, L. D. Wright, The Peoples Bank.

To the Sheriff of Van Wert County, Ohio, for Lucinda Wright who lives at Scott of said County, returnable according to law.

Endorsed: "Action for Equitable Relief."

Filed June 17, 1893.

D. W. Rogers, Atty. for Pltff.

Summons

Afterward, on the 17th day of June A. D. 1893, 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 Hannah Clark & Jessie M. Entire, Retta M. Entire, Lula M. Entire, who live with Mary M. Entire, also Mary M. Entire, Lillie May Griffith, Florence Griffith and Webster C. Griffith as Guardian of Lillie May Griffith and Florence Griffith, Webster C. Griffith, Florence Hatcher, Rosa Ganner, Alice Stithum, J. N. M. Entire, Thomas B. Davis, L. D. Wright, & The Peoples Bank that they have been sued by William D. M. Entire, in the Court of Common Pleas of Union County, and must answer by the 15th day of July 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 26th day of June A. D. 1893.

Witness my hand and the seal of said Court,

(Seal)

This 17th day of June A. D. 1893.

R. M. Corey, Clerk.

Endorsed: "Equitable Relief."

Sheriff's Return

And, on the 23rd 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:

655-5

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| Ser. & Return | 2.95 |
| Mileage | 8.40 |
| Copy | 3.70 |
| Total | 15.15 |

The State of Ohio.

Union County

Sheriff's Return.

Received this writ June 19th, A. D. 1893, at 10 o'clock A. M. and served same by delivering a certified copy of this writ with the endorsements thereon to Jessie M. Entire, Retta M. Entire, and Lula M. Entire by leaving a copy at their usual place of residence. Also a copy to

Mary M. Entire their mother also a copy for each of the children with their mother, they having no father or guardian; and to Billie May Griffith, Florence Griffith; and a copy for each to Webster C. Griffith their guardian; also a copy to Webster C. Griffith, Florence Thatcher, Rosa Tanner, Alice Edithum J. N. M. Entire, L. D. Wright, and Thomas B. Davis, personally and to The Peoples Bank by delivering a copy to the Cashier at their place of business personally.

Wm. S. Snodgrass, Sheriff.

Afterward, on the 27th day of June A. D. 1893, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio.

Union County To the Sheriff of Union County:

Summons

65-5-5

You are hereby commanded to notify Charles Brown M. Entire, minor living with Mary M. Entire (impleaded with others) that he has been sued by William D. M. Entire in the Court of Common Pleas of Union County, and must answer by the 29th day of July A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment accordingly. You will make due return of this Summons on the 10th day of July A. D. 1893.

Witness my hand and the Seal of said Court, this 27th day of June A. D. 1893.

Seal A. M. Leroy, Clerk.

Endorsed: "Equitable Relief."

Sheriff's Return

65-5-5

And on the 5th day of July, A. D. 1893, the Sheriff returned said writ to the Clerk's Office in said County which returns as follows: The State of Ohio.

Union County Sheriff's Return.

Received this writ June 28th, A. D. 1893 at 8 o'clock A. M. and served same by delivering a certified copy of this writ with the endorsements thereon to the within named defendant there being no father or guardian, I delivered a copy to Mary M. Entire the mother with whom he resides this 6th day of July 1893.

Wm. S. Snodgrass, Sheriff.

Summons

65-5-5

Afterward, on the 27th day of June A. D. 1893, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio.

Union County To the Sheriff of Van Wert County:

You are hereby commanded to notify Lucinda Knight (impleaded with others) that she has been sued by William D. M. Entire in the Court of Common Pleas of Union County and must answer by the 29th day of July, A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due of this summons on the 10th day of July A. D. 1893.

Witness my hand and the seal of said Court, this 27th day of June A. D. 1893.

Seal.

A. M. Leroy, Clerk

Sheriff's Return

65-5-5

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Cross-Petition

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Sheriff's Return

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And on the 1st day of July A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which returns as follows:

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| Ser. Return | 50 |
| Adl. Offs. | 50 |
| Mileage | 1.45 |
| Copy | 25 |
| Total | \$ 2.70 |

The State of Ohio, | Sheriff's Return.
Van Wert County.

Received this writ June 28th A. D. 1893, at 1 o'clock P. M. and on June 30th, 1893 I served same by handing to Louinda Knight in person a true copy of this writ with the endorsements thereon. By June 30th, 1893 I return this writ. A. P. Shumaker, Sheriff.

Afterward, on the 15th day of July A. D. 1893, a Cross Petition was filed by the Clerk of said Court, to wit:

State of Ohio, |
Union County ss: | In the Court of Common Pleas.
William D. M^r. Entire

vs. | Cross Petition of The Peoples Bank.
Cannah Clark et al.

This defendant, The Peoples Bank, is a partnership formed for the purpose of carrying on business in the State of Ohio. This defendant says that the plaintiff, William D. M^r. Entire, Addie J. M^r. Entire his wife and Martha M^r. Entire, now deceased, and mentioned in the petition as the mother of plaintiff, did, on the first day of April 1891, convey the fifty acre premises in the petition described - being the second tract therein described - to J. B. Davis, by mortgage to secure the payment of \$1350.⁰⁰ with interest at 6 per cent. per annum - in four promissory notes, all dated April 1st, 1891 - the first three calling for \$300.⁰⁰ each and the fourth for \$450.⁰⁰ - due in one, two, three and four years from date respectively, all calling for interest at six per cent. and all signed by said William D. M^r. Entire and Martha M^r. Entire.

Said deed of mortgage was, on the fifth day of May 1891, at eight o'clock A. M. duly left for record with the Recorder of said County of Union, and then became and still is a valid and subsisting first lien on said premises. Said William D. M^r. Entire has paid the first of said notes of \$300.⁰⁰ and no more. Said J. B. Davis duly assigned said mortgage to this defendant, and also the last three mentioned notes by indorsement upon the back of each of said notes, of which indorsement the following is a copy: "Demand, notice and protest waived and payment guaranteed after mortgage securing this note is exhausted" (Signed) J. B. Davis.

Said second note is due and wholly unpaid, and there is due this defendant on it the sum of \$300.⁰⁰

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with interest from the first day of April 1891.

There is unpaid upon the last two mentioned notes the sum of \$750.00 with interest from April 1st 1891.

Wherefore this defendant asks that said Addie J. M^{rs}. Entire be made an additional party defendant in this action, and that in default of the payment of the amount now payable, or that may become payable before judgment and decree herein, said mortgage may be foreclosed, said premises sold free of all claims of any and all other defendants or the plaintiff herein, the claim of this defendant be first satisfied out of the proceeds arising from such sale, and that should the said proceeds be insufficient to pay the claim of this defendant, then judgment be awarded against said B. B. Davis in favor of this defendant for such unsatisfied balance, and for all other proper relief.

J. E. Griffith, Attorney for Peoples Bank.

State of Ohio,
Union County, ss:

C. S. Chapman, being duly sworn, says that he is the Cashier of the Peoples Bank and a member of said partnership, and that he believes the statements made in the foregoing pleading are true.

C. S. Chapman.

Sworn to and subscribed before me this 15th day of July, 1893. (Seal) J. N. Gilson, Notary Public.

Præcipe To the Clerk:

Issue Summons to Addie J. M^{rs}. Entire - wife of the plaintiff herein - directed to the Sheriff of Union County, Ohio, returnable according to law. Indorse: "Action in Foreclosure on Cross-Petition." J. E. Griffith, Attorney for Peoples Bank.

Summons

Afterward, on the 15th day of July A. D. 1893, a Summons was issued by the Clerk of said Court, to wit:

65-5-5

The State of Ohio,
Union County

To the Sheriff of the County of Union: You are commanded to notify Addie J. M^{rs}. Entire that The Peoples Bank has filed an answer and cross-petition in the case of William D. M^{rs}. Entire against Hannah Clark et al. in the Common Pleas Court of Union County, and that unless she answer by the 12th day of August A. D. 1893 the cross-petition of the said Peoples Bank 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 24th day of July A. D. 1893.

Witness, my hand and seal of the said Court at Marysville this 15th day of July A. D. 1893.

(Seal)

A. M^{rs}. Crony, Clerk of the Court
Common Pleas, Union Co., Ohio.

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And on the 21st day of July, A.D. 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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| Service | 25 |
| Mileage | 2.24 |
| Copy | 15 |
| Return | 25 |
| Total | 67.24 |

Received this writ July 17th 1893, at 10 o'clock A.M. and served the same on the 20th day of July 1893 by handing a certified copy with the endorsements thereon to the within named Addie J. M^{rs} Entire personally.
W^m G. Snodgrass, Sheriff.

Afterward, on the 26th day of September A.D. 1893, an Entry was made on the Journal by the Clerk of Court, to wit: William D. M^r Entire

vs. | Journal 16, Page 448.
Hannah Clark et al.

It appearing to the Court that Jessie M^{rs} Entire, Retta M^{rs} Entire, Loula M^{rs} Entire, Charles M^r Entire, Lullie May Griffith, Florence Griffith, Alice Stithem, Harvey M^r Entire, Rosa M^{rs} Entire, minor defendants have been duly served with Summons and that - - are minors of the age of fourteen years and have 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 them, on application of the plaintiff it is ordered that J. E. Griffith be appointed guardian ad litem for all of said minor defendants, and thereupon said J. E. Griffith accepts said appointment.

Afterward, on the 27th day of September A.D. 1893, an Answer was filed with the Clerk of said Court, to wit:

William D. M^r Entire | Court of Common Pleas,
vs. | Union County, Ohio.
Hannah Clark et al.

Jessie M^{rs} Entire, Retta M^{rs} Entire, Loula M^{rs} Entire, Charles M^r Entire, Lullie May Griffith, Florence Griffith, Alice Stithem, Harvey M^r Entire, Rosa M^{rs} Entire minor defendants by J. E. Griffith their guardian ad litem for answer to the petition deny all the allegations therein contained and say that they are of tender years and ask the Court to protect their rights and grant to them such relief as is proper.
J. E. Griffith.

Afterward, on the 27th day of September A.D. 1893, an Entry was made on the Journal by the Clerk of said Court William D. M^r Entire

vs. | Journal 16, Page 449.
Hannah Clark et al

This cause came on this day upon the pleadings and proofs, and the Court having carefully considered the same, and being fully advised in the premises find that the deed referred to in the petition (attached thereto marked A.) for the premises (50 acres) therein described

was by mistake and inadvertence made to Martha M^r. Entire and the plaintiff William D. M^r. Entire instead of being made to William D. M^r. Entire in fee simple and subject to the life estate of said Martha M^r. Entire, and that the said Martha M^r. Entire is now deceased: and that by mistake and inadvertence the mortgage and notes for \$900.⁰⁰ executed by L. D. Wright were made to the said Martha M^r. Entire jointly, when the same should have been made to the plaintiff William D. M^r. Entire, and that both the said deed, notes and mortgage so executed by L. D. Wright securing said notes should properly show and designate said plaintiff to hold the fee simple of said fifty (50) acres and that he is the payee of said notes and the mortgagee of said mortgage executed by L. D. Wright.

It is therefore adjudged and decreed by the Court that the deed referred to in the petition (of 50 acres, and recorded in Deed Book N^o. 67, Page 157, Union County, Ohio, Records, be and the same is hereby corrected and reformed so as to invest the plaintiff William D. M^r. Entire with a full and complete title in fee simple of the premises therein described, and that said mortgage and notes is hereby reformed and corrected as to invest the said William D. M^r. Entire fully and completely the mortgagor of said mortgage and the payee of said notes: and that this decree have the force and effect of a reformation and correction of said deed mortgage and notes as fully and completely as though said deed and mortgage and notes had been made to the said plaintiff William D. M^r. Entire

And the Clerk is directed to have so much of this decree as will show the change of title in said 50 acres of land, and the mortgage and notes aforesaid put on record in the office of the Recorder of this County.

It is further ordered that the costs of this proceeding be paid by plaintiff; and execution is awarded.

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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. Bruce, Judge of said Court of the Term of September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to-wit, on the 28th day of December A. D. 1891, Leonidas Marion Kenton filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Florence S. Ellis et al.

Leonidas Marion Kenton,
B. Kenton, & Debba J. Conklin,
vs.
Plaintiff
Florence S. Ellis, J. S. Ellis, Alice
Warrington, William Warrington,
Florence Etta Warrington, Benjamin
B. Warrington, & Charles Conklin
Defendants.

Court of Common Pleas
Union County, Ohio.

The said plaintiffs say that on the 23rd day of December A. D. 1891 Arthur J. Kenton died seized in fee simple of the real estate herein described and situate in the County of Union and the County of Hardin in said State of Ohio, to-wit: the farm in Jerome Township of Union County, Ohio, known as the Arthur J. Kenton farm of about 182 acres on which he then resided and the other being a farm of about 214 acres in Round Head Township of Hardin County, Ohio, on which his son B. Kenton now resides.

The said Arthur J. Kenton died intestate leaving no widow but leaving the said plaintiffs and the said defendant Florence S. Ellis, his four sons and daughters and Alice Warrington, William Warrington, and Etta Warrington children of Etta Warrington deceased, who was also a daughter of said Arthur J. Kenton, deceased his sole heirs at law to whom said two farms descended under the laws of Ohio, and they are tenants in common in said lands each of the plaintiffs being entitled to one-fifth of said lands and the defendant Florence S. Ellis entitled to one-fifth thereof and the said Alice Warrington, William Warrington and Florence S. Warrington are each entitled to the one-fifteenth ($\frac{1}{15}$) part thereof.

That said J. S. Ellis is the husband of said Florence S. Ellis and said Charles Conklin is the husband of said Debba J. Conklin and said Benjamin B. Warrington is the father of said three children of Etta Warrington, deceased who are all minors and have no guardians and cannot be joined as plaintiffs for that reason and are for that reason made defendants.

The said plaintiffs say that on the 15th day of December 1891 the said Arthur J. Kenton signed a paper pur-

Petition

1307

porting to be a deed of conveyance of all that part of the said farm in Jerome Township of Union County, Ohio, known as the Keenton farm which lies on the north-east side of the Marysville and New California free turn-pike with all the buildings thereon are situated to said defendant Florence S. Ellis but the said plaintiffs aver that said pretended deed of conveyance was never duly executed by said Arthur G. Keenton and was and is void and of no effect in law for the reason that they say that said Keenton at the time of its pretended execution was of unsound mind and by reason of sickness and the influence of opiates and other drugs and other causes was wholly incompetent to transact any business and execute said deed.

And further that said Keenton by the importunity and persuasion and deception and unlawful and undue influence of said Florence S. Ellis was induced to sign said pretended deed and further they say the said deed was procured to be signed by reason of an insane delusion that the said Florence S. Ellis had treated him better than his other children by being at his bed-side sooner than they were when in fact she had no right to claim any such preference and they further say she urged said Keenton to make said deed in consideration of her verbal promise that she would take care of him while he lived, and while she believed and expected him to die in a very few days and therefore they say said pretended conveyance is void for want of proper execution and by reason of his incapacity to execute the same and by reason of said undue influence and by reason of said false representations and by reason of insane delusions and the same ought in equity to be set aside and held for naught.

The said farm in Jerome Township, of Union County containing about 182 acres are described as follows: Beginning at a stake in the south line of Survey N^o 1394 and corner of the Arthur Keenton land: thence with said line south $35^{\frac{1}{2}}$ - E. $162^{\frac{1}{2}}$ poles to a stake in the County road corner of said Keenton land: thence with said road N. $57^{\frac{1}{2}}$ - E. 66 poles to a stake corner to Walter Beecher's land: thence with his line N. 33° N. $133^{\frac{1}{2}}$ poles to a stake in the south line of said Survey thence with said line S. 82° - N. $70^{\frac{1}{2}}$ poles to the beginning, containing 60 acres and forty poles.

Also another part thereof being part of Survey 5417 and 419. Beginning at a stake in the line of Survey 1394 from which an oak 30 inches in diameter bears N. $34^{\frac{1}{2}}$ - N. 14 feet, a sugar 12 inches in diameter bears N. 29° - E. $14^{\frac{1}{2}}$ feet; thence with said line N. 81° E. $46^{\frac{1}{2}}$ poles to a stake and stone road: thence S. 34° E. $163^{\frac{1}{2}}$ poles to a stake and stone in the County road: thence S. 56° - N. $30^{\frac{1}{2}}$ poles to a stake in the County road: thence S. $52^{\frac{1}{2}}$ - E. $25^{\frac{1}{2}}$ poles to a stake corner of the James H. Roney place: thence $55^{\frac{1}{2}}$ - N. $25^{\frac{1}{2}}$ poles to the line of Survey N^o 419 and

in the south corner: thence with $32^{\frac{1}{2}}$ N. $93^{\frac{1}{2}}$ unless the

B. Keenton 1". The N. See Book 2 sold by the Second. Range m said gra poles to a $2^{\frac{1}{2}}$ - N. $7^{\frac{1}{2}}$ poles thence N to the E. $74^{\frac{1}{2}}$ poles Third:

Ben J. G. M^r: G. West line to a stake poles to a Thirteen ing the T made w cured fro tent to ex Florence ity and of power influence medicine Those rec ty and in a lan Keenton. the pla author and dru means mess and with tended s but the plaintiffs to be de plaintiffs

in the same course with the Roney line 100 $\frac{1}{2}$ poles to Roney's corner: thence N. 31 $\frac{1}{2}$ W. 113 $\frac{1}{2}$ poles to a stone corner to Wise's land: thence with Wise's line N. 55 $\frac{1}{2}$ E. 100 poles to a stone: thence N. 32 $\frac{1}{2}$ W. 73 $\frac{1}{2}$ poles to the beginning containing 122 acres more or less the whole being the Keenton farm.

The said farm in Hardin County on which said B. Keenton resides is more particularly described as follows viz:
1st. The N.E. quarter of Section 4, Township 5 and Range 9 east See Book F. Pages 204 $\frac{1}{2}$ & 25 Hardin County Records of Deeds and sold by Hinkle^{2d} & Vanmeter to James Keenton.

Second. Part of the N.W. quarter of Section 4, Township 5 - S. Range nine east. Beginning at a stone S.E. corner of said quarter: thence with the south line thereof S. 87 $\frac{1}{2}$ W. 61 poles to a stake south west corner to said quarter: thence N. 2 $\frac{1}{2}$ - W. 7 $\frac{1}{2}$ poles to a stake: thence N. 87 $\frac{1}{2}$ E. 74 poles to a stake: thence N. 2 $\frac{1}{2}$ - W. 73 $\frac{1}{2}$ poles to a stake: thence N. 87 $\frac{1}{2}$ E. 86 poles to the E. line of said quarter: thence with said line S. 2 $\frac{1}{2}$ E. 74 $\frac{1}{2}$ poles to the beginning containing 40 $\frac{1}{2}$ acres more or less.

Third: 13 $\frac{1}{2}$ acres in Section 4, Township 5, Range 9 east. Beginning at a stake N.W. corner of lands conveyed by J. P. M^r: Gregor to Arthur J. Keenton: thence with said Keenton's west line south 73 poles to a stake: thence west 29 $\frac{3}{8}$ poles to a stake: thence north 73 poles to a stake: thence east 29 $\frac{3}{8}$ poles to a stake at the place of the beginning containing thirteen $\frac{1}{4}$ one-half acres more or less, the whole constituting the Arthur J. Keenton farm.

The said plaintiffs say said conveyance was made without any consideration whatever and was procured from said Arthur J. Keenton when rendered incompetent to execute the same and was also procured by the said Florence S. Ellis unduly influencing him by her importunity and false representations and by an unlawful exercise of power and influence by her when he was so under the influence of disease and sickness and prostration and medicine and opiates that the said conveyance was for those reasons wholly void and of no effect in law or equity and the plaintiffs say the same was never executed in a lawful manner and was never by said Arthur J. Keenton delivered to said Florence S. Ellis and further the plaintiffs say that said Florence S. Ellis without authority administered to said Arthur J. Keenton opiates and drugs before said deed was signed as aforesaid by means of which in connection with his sickness, weakness and paralysis he was wholly insane at the time and without will or business capacity whereby his pretended signature to said paper was and is wholly void but the same has cast a cloud upon the title of the plaintiffs in said land and the same ought in equity to be declared inoperative and void and therefore the plaintiffs ask that said pretended deed be set aside and

held for ought by the decree of this Court and that the title and possession of said heirs of said Arthur T. Kenton deceased be quieted in their respective shares of one-fifth each and that partition of all said lands be ordered made setting off to each of the plaintiffs one-fifth thereof and to the defendant Florence S. Ellis one-fifth thereof and to Alice Harrington, William Harrington and Etta Harrington each one-fiftieth part thereof subject to the rights of their father aforesaid and that such further relief be granted them as may be proper and that while said cause is being brought to a hearing and adjudication that a Receiver be appointed to take possession of said real estate and rent the same for the use of all of said heirs and report to this Court.

The plaintiffs say that the personal estate of said decedent will much more than pay the few debts of the said Arthur T. Kenton deceased and no part of said lands will be needed to pay the debts of said estate.

Robinson & Woodburn

The State of Ohio,
Union County, ss: |

Attorneys for Plaintiff.

B. Kenton and L. M. Kenton being duly sworn depose and say they believe the allegations of the foregoing petition are true.

L. M. Kenton

B. Kenton.

Sworn to before me and signed in my presence this 28th of December 1891.

R. M. Crony,

(Seal)

Clerk of Court.

We enter our appearance as defendants in this case above written December 28th, 1891.

Benjamin B. Harrington
Charley Cronkin.

Præcipe To the Clerk of the Court:

6307. Issue Summons for J. S. Ellis, Florence S. Ellis and Florence Etta Harrington to the Sheriff of Union County, Ohio, and endorse: Petition for Equitable Relief and for Partition and for a Receiver.

Also to the Sheriff of Hardin County for J. S. Ellis, Florence Etta Harrington, William Harrington and Alice Harrington and endorse "Petition for Equitable Relief and for Partition and for Receiver"

Robinson & Woodburn

Attorneys for Plaintiff.

Summons

6307

Afterward, on the 29th day of December A. D. 1891, a Summons was issued by the Clerk of said Court, to wit:
The State of Ohio,
Union County

To the Sheriff of Hardin County
You are hereby commanded to notify J. S. Ellis, Florence Etta Harrington, William Harrington and Alice

Harrington
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Warrington, the last three parties are minors under fourteen years of age, that they have been sued by L. M. Keenton, B. Keenton and Debba Conklin in the Court of Common Pleas of Union County, and must answer by the 30th 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 11th day of January A. D. 1892.

Witness my hand and the seal of said Court, this
(Seal) 29th day of December A. D. 1891.

R. M^o. Leroy, Clerk.

And on the 2nd day of January A. D. 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

6807

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|-------------|------|
| Ser. Return | 1.00 |
| Mileage | 4.00 |
| Copy | 1.00 |
| Total | 6.00 |

The State of Ohio,
Hardin County | Sheriff's Return.
Received this writ December 29th A. D. 1891, at 8 o'clock P. M. and served same on the 31st day of December A. D. 1891, by delivering to each of the within named defendants Florence Otta Warrington, William Warrington and Alice Warrington a true and certified copy of this writ. And at the same time and place I also delivered to Benjamin B. Warrington a true and certified copy of this writ with the endorsements thereon he being the father of said minors and the person with whom they now reside.
W^o M. Neville, Sheriff Hardin County, Ohio.

Afterward, on the 29th day of December A. D. 1891, a Summons was issued by the Clerk of said Court, to wit:

Summons

6807

The State of Ohio,
Union County | To the Sheriff of Union County.
You are hereby commanded to notify J. S. Ellis, Florence S. Ellis, Florence Otta Warrington, a minor under 14 years of age that they have been sued by L. M. Keenton, B. Keenton and Debba J. Keenton in the Court of Common Pleas of Union County, and must answer by the 30th 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 11th day of January A. D. 1892.

Witness my hand and the Seal of said Court, this
(Seal) 29th day of December A. D. 1891.

R. M^o. Leroy, Clerk.

And on the 8th day of January A. D. 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

| | | |
|--------------------------|---------------|------|
| Sheriff's Return 6307 | Sur. & Return | 50 |
| | Ad. Ofc. | 40 |
| | Mileage | 1.60 |
| | Copies | 70 |
| | Total | 3.13 |

Received this writ December 29th. A. D. 1891, at 11 o'clock A. M. and served same by leaving at the usual place of residence of each of the within named defendants a true and certified copy of this writ with the endorsements thereon on the 31st day of December 1891.

I also served by leaving at the usual place of residence of Florence S. Ellis a true and certified copy of this writ with the endorsements thereon as service on Florence Etta Harrington, said Florence S. Ellis being the person with whom said minor resides, on the 31st day of December 1891.

Thomas Martin, Sheriff.

Afterward, on the 19th day of January 1892, a motion was filed with the Clerk of said Court, to wit:

L. M. Kenton et al
vs.
Court of Common Pleas,
Union County, Ohio.

The plaintiffs move the Court to appoint a Receiver in this case to take possession of the premises described in the plaintiffs petition and preserve the same from waste and to rent the meadows and pastures and prevent any land from being ploughed which is now in grass and to rent the plow fields for summer crops and for cause say the lands and buildings are in very good condition now for sale and the premises will not probably bear partition and unless properly cared for are liable to depreciate in value and the place in Hardin County needs someone to see that its condition is not made worse and that the rents and income of all of said premises may be safely kept for all of the heirs of said Arthur T. Kenton and they say further that said decedent left no widow or minor child or any one entitled to the exclusive use of said premises and there will be serious disputes among the several tenants in common unless the Court interfere by the appointment of a Receiver pending the litigation respecting said lands and they say it will be for the benefit of all the parties concerned that such appointment be made.

Robinson & Woodburn,
Attorneys for Plaintiff.

Answer was filed with the Clerk of said Court, to wit:
L. M. Kenton et al
Plaintiff

vs.
Court of Common Pleas
Union County, Ohio.

The defendant Florence S. Ellis, now comes and for her answer to the plaintiffs petition in the above case says she admits that her father Arthur T. Kenton, died intestate on the 23rd day of December 1891, and that he left no widow, and that the plaintiffs and defendants are the children and grand-children of Arthur T. Kenton deceased

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She denies that the said plaintiffs and defendants are entitled to have partition of the lands as described in said petition, and denies that all of the lands therein described, to the said plaintiffs and defendants and she denies that the said plaintiffs have any right to have partition herein. This defendant further answering says she denies that the said Arthur G. Keenton was insane, influenced or drugged or laboring under any delusion at the time of the execution of his deed of conveyance to this defendant on the 15th day of December 1891.

This defendant denies that she in any way influenced the said Arthur G. Keenton in the execution of said deed, or in any way procured the execution of the same.

This defendant further answering says she is the daughter of the said Arthur G. Keenton deceased, and that she resided in Hardin County, Ohio, on or about the 10th day of December 1891, and by the solicitation of her said father a few days before said last named date she visited him at his residence in Union County, Ohio, for the purpose of caring for him in his sickness and restoration to health.

This defendant says that before the execution of said deed she made no solicitation whatever for said conveyance or any conveyance to herself. That her said father was before and ere said day sane and clear in his mind and uninfluenced by opiates or drugs and uninfluenced by this defendant or any one else as to the execution of said deed of conveyance.

This defendant says that before the execution of said deed in answer to the request of her said father she did say to him she would remain with him and care for him during his lifetime; and says at his request she left her said home in Hardin County, Ohio, to care for and nurse her said father back to health again before she had any knowledge of her said father's purpose or intention to execute said deed, and that she remained with him during his last sickness and administered only such medicine as she was to give by the physician in of his medical treatment. She says the consideration expressed in said deed is true and that the same was made by her father Arthur G. Keenton with a clear and full understanding on his part of the nature and character of the conveyance and was received by this defendant in good faith and by virtue of said deed of conveyance she has been in possession of the lands so conveyed to her since the 15th day of December 1891 and is still in possession of the same. And she says she ought not to be a Receiver appointed for any of said lands, and says that as to the lands conveyed to her on the 15th day of December 1891, she is the owner in fee-simple of the same.

and in full possession thereof.

This defendant says that said plaintiffs and defendants have no right to an order of partition of any of said lands because of the deed of conveyance aforesaid and because before the commencement of the action herein this defendant commenced an action in the Union Common Pleas Court of said State, to wit: Cause N^o 6308 by which action to ask partition to be made of the lands remaining of the said Arthur G. Kenton's and of which he died seized after his said conveyance to this defendant.

This defendant therefore asks to go hence without day and recover her costs herein.

D. W. Ayers, Attorney for Florence S. Ellis.

State of Ohio.

Union County, ss:

Florence S. Ellis being first duly sworn says the facts stated and allegations in her foregoing answer are as she believes true.

Florence S. Ellis.

Sworn to before me and signed in my presence this 26th day of January 1892.

(Seal)

J. O. Griffith, Notary Public.

Afterward, on the 8th day of April, A. D. 1892, a Reply was filed with the clerk of said Court, to wit:

D. W. Kenton et al

Reply

6307

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

The plaintiffs for reply to the new matter set up in defendant's answer say they deny that the said defendant Florence Ellis commenced an action in the Union Common Pleas Court of said State, to wit: Cause N^o 6308 before these plaintiffs commenced this action N^o 6307 in this Court but on the contrary the plaintiffs say that on the 28th of December 1891 and before said Florence Ellis commenced said action in this Court as N^o 6308 for a partition of a part of the land in this plaintiffs petition described. The plaintiffs commenced this action to quiet said title and partition all of the land which is in said plaintiffs petition described and being all the land said parties hold in common and the plaintiffs say that said action N^o 6308 was commenced after said action N^o 6307 and even if it were not so, the order of partition should in equity be for all of said lands instead of a part only.

Robinson & Woodburn,

Attorneys for Plaintiff.

The State of Ohio,

Union County, ss:

A. L. Woodburn being duly sworn deposes and says he is one of the defendants attorneys for the plaintiffs in this case and they are not residents of said County and he believes the allegations of the foregoing Reply are true.

A. L. Woodburn.

Entry 6307

Mandate from Circuit Court.

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Sworn to before me and signed in my presence this 8th day of April 1892. (Seal) R. M. Leroy, Clerk.

Afterward, on the 24th day of June A. D. 1892, an entry was made on the Journal by the Clerk of said Court, to wit: L. M. Keenton et al

Entry

vs. Florence S. Ellis et al

Journal 11. Page 208

6307

This day came on this cause to be heard on the petition of the plaintiffs and the answer of defendants and the reply of the plaintiffs and of the evidence produced by the parties. Whereupon the Court being fully advised in the premises do find for the defendant Florence Ellis and it is therefore considered ordered and decreed by the Court that the plaintiffs petition be and the same is hereby dismissed and that said Florence Ellis recover of the plaintiffs her costs herein taxed to \$--.

Thereupon plaintiffs gave notice of their intention to appeal the case to the Circuit Court and asked the Court to fix the amount of the Appeal Bond which the Court fix at \$400.⁰⁰

Mandate from Circuit Court.

State of Ohio, Union County, ss: Circuit Court, Union County, Ohio.

At a term of the Circuit Court, within and for the County of Union, in the State of Ohio, began & held before Hon. John J. Moore, Hon. Henry W. Seney Presiding Judges, Hon. James H. Day

at Marysville, on the Tenth day of October A. D. 1893, among other proceedings then and there had by and before said Court, as appears by its Journals, over the following, viz: Leonidas Marion Keenton, B. Keenton, & Debba J. Conklin vs. W. 110.

Florence S. Ellis et al

This day came the parties and filed their written contract which is ordered to be made a part of the record.

Whereupon the Court order that so much of this cause as seeks to set aside the deed made by Arthur P. Keenton to Florence S. Ellis described in plaintiffs petition be and the same is hereby dismissed as provided in said agreement filed.

And thereupon as to the balance of the land in the petition described the Court finds that the said plaintiffs are each tenants in common with each other and with Florence S. Ellis and the heirs of Etta Harrington deceased who left her husband Benjamin B. Harrington still living and that they are entitled to partition of said balance of said land in the proportions hereinafter mentioned, to wit: Leonidas Marion Keenton, one-fifth part; B. Keenton one-fifth part; Debba J. Conklin, one-

fifth part: Florence S. Ellis, one-fifth part: Alice Warrington one-fifteenth part, William Warrington one-fifteenth part and Florence E. Warrington one-fifteenth part thereof.

Therefore it is ordered by the Court that said Florence S. Ellis pay the costs of Court to this time and made on said issue hereby settled excepting all costs made on the partition alone and except costs already paid on deposition and that the Sheriff of this County by the oaths of John M. Robinson, Marion Hopkins, and George M. Beck, three disinterested freeholders not of kin to either party of the vicinity of said lands make partition of said balance of said land and set off to said Leonidas Marion Kenton and B. Kenton and Dilla J. Conklyn and Florence S. Ellis each the one-fifth of the same and to said Benjamin B. Warrington his dower of one-third of one-fifth of said balance and subject to said dower that he assign to Alice Warrington, William Warrington, and Florence E. Warrington each the one-fifteenth part thereof and that he make his report to the Court of Common Pleas of this County his proceedings to which Court this cause is remanded for further proceedings on this order.

Ordered that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry ^{recd.}

J. R. M^o. Crory, Clerk of the Circuit Court of Ohio, within and for Union County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the Seal of said Court this (Seal) 16th day of October A. D. 1893.

R. M^o. Crory, Clerk Circuit Court.
State of Ohio } Circuit Court of Ohio,
County of Union } Within ²/₄ for Union County

To the Honorable Court of Common Pleas, Within ²/₄ for the County of Union, Ohio, Greeting: We do hereby command you that you proceed without delay to carry the within and foregoing judgment of our Circuit Court in the cause of Leonidas Marion Kenton, B. Kenton and Dilla J. Conklyn against Florence S. Ellis et al into execution.

Witness, R. M^o. Crory, Clerk of our said Circuit Court, (Seal) at Mansville, Ohio, this 16th day of October 1893.

R. M^o. Crory, Clerk.
Afterward, on the 23rd day of October 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:
Pursuant to an order of our said Circuit Court

Writ of Partition

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within and for the said County, at the October Term A. D. 1893
 in a civil action therein pending wherein Leonidas M. Kenton
 & others the plaintiffs, and Florence S. Ellis et al. the defend-
 ants, you are hereby commanded, that by the oaths of John
 M. Robinson, Marion Hopkins, & George M. W. Beck three judi-
 cious 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 par-
 tition to be made of the following described real estate, situate
 in the County of Union, and in the State of Ohio, contain-
 ing about 182 acres described as follows:

Beginning at a stake in the south line of Survey
 N^o 1394 and corner of the Arthur Kenton land: thence with
 his line S. 32 $\frac{1}{2}$ ° - E. 162 $\frac{3}{4}$ poles to a stake in the County road
 corner of said Kenton land; thence with said road S. 7 $\frac{1}{2}$ ° -
 E. 66 poles to a stake corner to Walter Beecher's land; thence
 with his line N. 33° - W. 133 $\frac{1}{2}$ poles to a stake in the south
 line of said Survey: thence with said line south 22° - W. 70 $\frac{1}{2}$
 poles to the beginning, 60 acres and forty poles.

Also another part thereof being a part of Survey
 N^o 5417 and 419. Beginning at a stake in the line of
 Survey N^o 1394 from which an oak 30 inches in diameter
 bears N. 34 $\frac{1}{2}$ ° - W. 14 feet a sugar 12 inches in diameter bears
 N. 29° - E. 14 $\frac{1}{2}$ feet; thence with said line S. 1° - E. 46 $\frac{1}{2}$ poles to a
 stake and stone; thence S. 34° - E. 163 $\frac{1}{2}$ poles to a stake and
 stone in the County road; thence S. 56° - W. 80 $\frac{1}{2}$ poles to a
 stake in the County road; thence S. 52 $\frac{1}{2}$ ° - E. 25 $\frac{1}{2}$ poles to a stake
 corner to James H. Roney's place; thence - - - S. 55 $\frac{1}{2}$ ° - W. 25 $\frac{1}{2}$ poles to
 the line of Survey N^o 419 in the same corner with the
 Roney line 100 $\frac{1}{2}$ poles to Roney's corner; thence N. 31 $\frac{1}{2}$ ° - W. 113 $\frac{1}{2}$
 poles to a stone corner to Wiser's land; thence with Wiser's line
 N. 55 $\frac{1}{2}$ ° - E. 100 poles to a stone; thence N. 32 $\frac{1}{2}$ ° - W. 93 $\frac{1}{2}$ poles to the
 beginning containing 122 acres more or less. Except
 therefrom so much of the above described Arthur J. Kenton
 farm as lies north-east of the Marysville and New California
 gravel road.

And also the farm in Hardin County on which
 B. Kenton now resides and is more particularly describ-
 ed as follows, viz: First: The N. E. quarter of Section 4
 Township 5 and Range 9 east. See Book F. Pages 204 & 205
 Hardin County, Records of Deeds, and sold by Hinkle and
 Vanmeter to James Kenton.
 Second: Part of the N. W. quarter of Section 4, Township 5 - S.
 Range 9 east. Beginning at a stone S. E. corner of said
 quarter: thence with the south line thereof S. 87 $\frac{3}{4}$ ° - W. 161 poles
 to a stake south-west corner to said quarter; thence N. 2 $\frac{1}{2}$ °
 W. 9 $\frac{1}{10}$ poles to a stake; thence N. 87 $\frac{3}{4}$ ° - E. 74 poles to a stake;
 thence N. 2 $\frac{1}{2}$ ° - W. 73 $\frac{1}{2}$ poles to a stake; N. 87 $\frac{3}{4}$ ° - E. 86 poles to the
 east line of said quarter; thence with said line S. 2 $\frac{1}{2}$ ° - E.
 74 $\frac{1}{2}$ poles to the beginning containing 42 $\frac{1}{2}$ acres more or less.

Third: 13 1/2 acres in Section 4, Township 5 Range 9 east.
 Beginning at a stake N. W. corner of land conveyed by
 J. T. Mc Gregor to Arthur T. Kenton; thence with said Kenton's
 west line S. 73 poles to a stake; thence N. 29 2/3 poles to a stake
 thence N. 73 poles to a stake; thence east 29 2/3 poles to a stake
 at the place of beginning containing 13 1/2 acres more or less
 the whole constituting the Arthur T. Kenton farm.

To Leonidas Marion Kenton one-fifth (1/5) part
 To B. Kenton one-fifth (1/5) part; To Dilla J. Cronkin (1/5)
 one-fifth part; To Florence S. Ellis one-fifth part (1/5);
 To Benjamin B. Warrington 1/3 of the 1/5 part as his dower
 in the said balance, and subject to said dower that they
 set off to Alice Warrington one-fifteenth (1/15) part; To William
 Warrington one-fifteenth (1/15) part; To Florence Etta Warrington
 one-fifteenth (1/15) 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 forth-
 with. Witness my name and the seal of said Court
 of Common Pleas, at the Court House in Marysville this 23rd
 day of October A. D. 1893. (Seal) R. M. Leroy, Clerk.

Afterward, on the 25th day of December 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 | 23 |
| Mileage | 8 1/2 |
| Traveling Exp. | 1 00 |
| Swear. Com. | 25 |
| Convey. - H. Co. | 8 70 |
| Report " | 25 |
| Subsistence " | 2 00 |
| Convey Com. H. Co. | 2 50 |
| Return | 23 |
| Total | 23 36 |

As commanded by the foregoing Writ of Partition
 I have executed the same by the oaths of J. M. Robinson
 Marion Hopkins, S. M. M. Peck causing said
 partition to be made, as will appear by the report
 of the Commissioners herewith returned.

Given under my hand this 29 day of
 November A. D. 1893.

W^m G. Snodgrass, Sheriff.

| | | | |
|----------------|-------|-------------------------|--|
| J. M. Robinson | 10 00 | L. M. Kenton et al | } Union County, ss: Court of Common Pleas |
| Marion Hopkins | 10 00 | vs. | |
| S. M. M. Peck | 10 00 | Florence S. Ellis et al | |

According to the command of the Writ of Partition in this
 case issued, and on the call of the Sheriff of said County, we,
 the undersigned Commissioners, after being first duly sworn
 and upon actual view of the premises do make partition to
 Leonidas Marion Kenton 65 acres as shown by Plat and descrip-
 tion hereto attached.
 B. Kenton, 37 1/2 acres as shown by Plat and description hereto
 attached.
 Florence Ellis 72 acres as shown by Plat and description
 hereto attached.

Dilla J. Cronkin
 Benjamin B. Warrington
 Alice Warrington
 William Warrington
 Florence Etta Warrington
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 demand is
 A. D. 1893.

Plat

Sheriff's
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Dibba J. Conklin 85 acres as shown by Plat and description hereto attached.

Benjamin Warrington Dower, Warrington Heirs 77 acres as shown by Plat and description hereto attached.
 Alice Warrington
 William Warrington
 Florence Etta Warrington

And upon actual view of the premises, we are of opinion that the said real estate can be divided according to the demand of the writ without manifest injury to value thereof.

Given under our hands this 27th day of November A. D. 1893.

Commissioners } J. M. Robinson
 } M. Hopkins
 } Geo. M. Beck

Plat^{no} 4 Descriptions of the Hardin County land.



Description of Tract No. 1:
 Apportioned and set off to L. M. Keenton, said tract being a part of the lands of the late Arthur J. Keenton and located in Section 4, Town 5 south Range 9 east in Hardin County Ohio described as follows: Beginning at a stone in the southeast corner of the north-west quarter of said Section; thence with the south line of

said quarter $87^{\circ} \frac{3}{4}$ west about 160 poles to a stake south-west corner to said quarter; thence north $2^{\circ} \frac{1}{2}$ west $7^{\frac{1}{100}}$ poles to a stake; thence north $87^{\circ} \frac{3}{4}$ east $44^{\frac{7}{100}}$ poles to a stake; thence north $2^{\circ} \frac{1}{2}$ west $73^{\frac{7}{100}}$ poles to a stake; thence north $87^{\circ} \frac{3}{4}$ east $74^{\frac{7}{100}}$ poles to a stake; thence south $2^{\circ} \frac{1}{2}$ east $74^{\frac{7}{100}}$ poles to a stake in the south line of the north-east quarter of said Section; thence with said line $87^{\circ} \frac{3}{4}$ west $24^{\frac{1}{100}}$ poles to the point of beginning containing sixty-five (65) acres more or less.

Description of Tract No. 2 of the said Keenton lands apportioned and set off to the Warrington Heirs, Alice Warrington, William Warrington, Florence Etta Warrington, subject to the dower estate of Benjamin Warrington, described as follows: Beginning at the south-east corner of the above

described land = apportioned and set off to said L. M. Keenton; thence north $2^{\circ} 2'$ west with the line of said land 74 $\frac{72}{100}$ poles to the north east corner of the said L. M. Keenton tract; thence with the north line of said land south $87^{\circ} \frac{3}{4}$ west 24 $\frac{44}{100}$ poles to a stake in the west line of said north-east quarter of said Section 4; thence with said west line north $2^{\circ} 2'$ west 85 $\frac{43}{100}$ poles to the north line of said Section 4; thence with said Section line north $87^{\circ} \frac{3}{4}$ east 88 poles to a stake; thence south $2^{\circ} 2'$ east 160 poles to a stake in the south line of said north-east quarter; thence with said line south $87^{\circ} \frac{3}{4}$ west 13 $\frac{26}{100}$ poles to the place of beginning containing 77 acres more or less.

Description of Tract N^o 3 of the said Keenton lands, apportioned and set off to Florence S. Ellis, described as follows:

Beginning at a stake at the south-east corner of the above described lands, apportioned and set off to the Harrington heirs; thence with the line of said land north $2^{\circ} 2'$ west 160 poles to the north line of said Section 4; thence with said Section line north $87^{\circ} \frac{3}{4}$ east 72 poles to the north-east corner of said Section 4; thence with the east line of said Section south $2^{\circ} 2'$ east 160 poles to the south line of said north-east quarter; thence with said line south $87^{\circ} \frac{3}{4}$ west 72 poles to the place of beginning containing 72 acres more or less.

Union County lands.



Description of tract apportioned and set off to Dilla J. Conklin, Situate in Jerome Township, Union County Ohio, and part of Surveys N^o 419 and N^o 5417. Bounded and described as follows: Beginning at a stone in the center of the Marysville and New California gravel road south easterly corner to the lands of Sarah Wise; thence with the southerly line of said land $S 57^{\circ} 45'$ N. 71. $\frac{60}{100}$ poles to a stone a corner to said Wise's land; thence with a line of said land and a line of John Crotzinger's land

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S. 28° E. 60° poles to a stake westerly corner to the lands of B. Keenton
thence with a line of said land N. 58° 45' E. 104.2° poles to a stake
in the center of said gravel road; thence with said road N. 49°
N. 63° poles to the beginning containing 35 acres more or less.

Description of tract apportioned and set off to B. Keenton.
Situate in Jerome Township, Union County, Ohio, and
part of Surveys No. 419 3/4 No. 5417, bounded and described as
follows: Beginning at a stake in the center of the
Marysville and New California gravel road easterly corner to
the lands of Dilla J. Conklin; thence with the southerly line
of said lands S. 38° 45' N. 104.2° poles to a stake southerly corner to
said Conklin's land in the line of John Brottinger's land;
thence with said line S. 28° E. 51.2° poles to a stake a corner to
the lands of John H. Kerner; thence with the northerly line of
said land N. 59° 30' E. 124° poles to a stake in the center of said
gravel road; thence with said road N. 49° N. 56° poles to the
beginning containing 37 1/2 acres more or less.

Afterward, on the 13th day of December A. D. 1893, an
Entry was made on the Journal by the Clerk of said Court
L. W. Keenton et al

Florence Ellis et al

Journal 16, Page 486

This day came the parties, and their attorneys
and 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 re-
spect correct and in conformity to law and the former
orders of this Court the said proceedings and report are
hereby approved and confirmed.

And it being shown to the Court by the parties
that in making said partition the said Commissioners
took into consideration the taxes assessed and unpaid
on the several tracts of land, and in their report provid-
ed that the taxes on each tract of land set off should be
paid by the party receiving the same. The larger taxes
having been compensated with more land, so that the
Court finds that in confirming said report it is just and
equitable for each party to pay the taxes on the land by
him received.

It is therefore ordered by the Court as a part of the
confirmation of said report that the parties receiving the
various portions of said land shall pay the taxes on the
part by them so received.

And it is further ordered and decreed that subject
to the taxes aforesaid the said parties hold in severally
the parts and premises so set off and assigned to each
respectively. And it is further ordered that the costs
of this action (including a counsel fee of \$237.00 to Robinson

Entry
6307

by Woodburn and J. L. Cameron Attorneys for services herein
 dated at be paid by the said parties in proportion to
 their respective interests in said estate, and in default of
 payment that execution issue therefor as upon judgment at
 law. And it is also hereby further ordered that the
 Clerk of this Court shall certify so much of this decree in
 proper records of the respective Counties in which these lands
 are situate, as is necessary to show change of title by partition.

Attest
 R M Lenny
 Clerk

Pleas continued and held at the Court House in
 Marysville, within and for the County of Union, in the
 Fifth Judicial District of the Court of Common Pleas, of the
 State of Ohio, before the Honorable John A. Price, Judge of said
 Court, of the Term of September, Term, on the 11th day of Septem-
 ber in the year of our Lord, one thousand eight hundred and
 ninety-three.

Be it remembered that, heretofore, to-wit, on the 3rd day
 of December A. D. 1892, John B. Clark filed in the Clerk's Office
 of the said Court of Common Pleas the following Petition
 against Eram J. Healey, to-wit:

Petition
 6467
 John B. Clark, Plaintiff
 vs.
 Eram J. Healey, Defendant.
 Court of Common Pleas,
 Union County, Ohio.

On the 22nd day of June 1892, Mary Clark the mother
 of the plaintiff died, leaving plaintiff her only child and
 heir at law.

On the first day of July 1892 a certain
 paper writing purporting to be the last will and testament
 of said Mary Clark bearing date of August 12th, 1890 was pre-
 sented to and admitted to Probate by the Probate Court of
 this County and is recorded in Vol. E. Page 563 of the
 Record of Wills in said Court, and letters testamentary
 thereon were issued by said Court to the defendant Eram
 J. Healey as sole Executor thereof who thereupon qualified.

By the terms of said paper writing the said
 Eram J. Healey is to hold all the real and personal
 property of the said Mary Clark and of which she died
 seized in trust for plaintiff and if he die plaintiff,
 should die without leaving heir or heirs by his marriage
 then the said defendant Eram J. Healey his heirs and
 assigns are named as the legatees and devisees of the
 said Mary Clark deceased.

Said paper writing is not the last will and

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Summons
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testament of said Mary Clark, but said Mary Clark at the date of said paper writing was not of sound mind and memory but by reason of extreme age and protracted sickness was mentally incapacitated from making a Will or a proper distribution of her property. That the said Mary Clark was coerced into signing said paper writing by the undue influence of the said Erasm J. Healey and by the false and fraudulent representations of the said Erasm J. Healey by falsely and fraudulently representing to the said Mary Clark, deceased, that the said plaintiff herein was incapable of managing an estate and was of unsound mind, and was a reckless spendthrift, and that at any time she the said Mary Clark desired to do so she could change the said paper writing and that he would assist her in changing the same. That she afterwards, to wit, about the 12th of June 1892, requested of him the said Erasm J. Healey to aid her to change said paper writing and he then promised to do so but afterwards and until the death of the said Mary Clark neglected and refused to do so.

That the said Erasm J. Healey falsely and fraudulently represented to the said Mary Clark before and at the time of signing said paper writing that under its terms the plaintiff could still use enjoy and manage said estate as his own; by means of which false and fraudulent representations she the said Mary Clark was induced to execute said pretended Will.

Plaintiff therefore prays that an issue be made up as to whether said paper writing is the last Will and Testament of said Mary Clark deceased, and that the same may be set aside and for such other relief as is proper.

D. N. Ayers, Attorney for Plaintiff.

State of Ohio,
Union County ss:

John B. Clark being duly sworn says the facts stated and allegations in his foregoing petition are as he believes true.

John B. Clark.

Sworn to before me and signed in my presence by the said John B. Clark this 29th day of November 1893.

E. N. Potter, Notary Public,
Union County, Ohio.

Præcipe

To the Clerk:

Issue Summons on the petition in the above case to Sheriff of Union County, Ohio, returnable according to law. Endorse: "Action to set aside Will."

D. N. Ayers, Attorney for Plaintiff.

Summons

Afterward, on the 9th day of December A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

6467

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Erasm J. Healey

that he has been sued by John B. Clark in the Court of Common Pleas of Union County, and must answer by the 7th 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 19th day of December A. D. 1892.

Witness my hand and the seal of said Court, this 9th day of December A. D. 1892.
(Seal) R. M. Leroy, Clerk.

Endorsed: "Action to set aside Will"

And on the 22nd day of December A. D. 1892, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

6467 Sheriffs Return

| | |
|---------|-----|
| Mileage | 20 |
| Copy | 20 |
| Total | 100 |

 The State of Ohio | Sheriff's Return
 Union County | Received this writ December 9th A. D. 1892, at 10 o'clock A. M. The within named defendant was not found in my County. Thomas Martin, Sheriff.

6467 Praecipe To the Clerk:

Issue Summons on the petition in the above case to the Sheriff of Union County, Ohio, returnable according to law. Endorse: "Action to set aside Will"

Filed January 23rd, 1893. D. W. Sayers

Afterward, on the 23rd day of January A. D. 1893, a Summons was issued by the Clerk of said Court, indorsed to wit:

6467 Summons The State of Ohio | To the Sheriff of Union County:
 Union County | You are hereby commanded to notify Eram J. Healey

that he has been sued by John B. Clark in the Court of Common Pleas of Union County, and must answer by the 26th 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 6th day of February A. D. 1893.

Witness my hand and the seal of said Court, this 23rd day of January A. D. 1893.
(Seal) R. M. Leroy, Clerk.

And on the 23rd day of January A. D. 1893, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

6467 Ser. & Return

| | |
|---------|-----|
| Mileage | 160 |
| Copy | 15 |
| Total | 200 |

 The State of Ohio, | Sheriff's Return.
 Union County | Received this writ January 23rd A. D. 1893, at 10 o'clock A. M. and served same by delivering a true copy to Eram J. Healey personally.
 W. G. Snodgrass, Sheriff.

Afterward, on the 23rd day of February, A. D. 1893, an Answer was filed with the Clerk of said Court, to wit:

Answer John B. Clark
 6467 Eram J. Healey
 Answer
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Answer

John B. Clark, Plaintiff

Court of Common Pleas,
Union County, Ohio.

6467

vs.
Eram J. Healey, Defendant

And Now comes the said Eram J. Healey defendant, and for his answer to the petition says: That he denies the allegations of said petition that "said paper writing is not the last Will & Testament of said Mary Clark"

He denies the allegations that "said Mary Clark at the date of said paper writing was not of sound mind and memory, but by reason of extreme age and protracted sickness was mentally incapacitated from making a Will or a proper distribution of her property"

He denies the allegation of the petition "that the said Mary Clark was coerced into signing said paper writing by the undue influence of the said Eram J. Healey and by the false and fraudulent representations of the said Eram J. Healey by falsely and fraudulently representing to the said Mary Clark, deceased that the said plaintiff herein was incapable of managing an estate and was of unsound mind and was a reckless spendthrift. And that any time she the said Mary Clark desired to do so she could change the said paper writing and that he would aid and assist her in changing the same".

Defendant denies the allegations of said petition "that she afterwards to wit: about the 12th of June 1892 requested him the said Eram J. Healey to aid her to change said paper writing and he then promised to do so". And he denies that and such request was made of him or that he refused to do so.

Defendant denies the allegation of the petition "that said Eram J. Healey falsely and fraudulently represented to the said Mary Clark before and at the time of signing said paper writing that under its terms the plaintiff could still use, enjoy and manage said estate as his own by means of which false and fraudulent representations she the said Mary Clark was induced to execute said pretended Will and he denies each and every allegation in that behalf and he denies each and every allegation that he influenced, controlled or directed the said Mary Clark in the making or execution of her said last Will and Testament, and he denies each and every allegation of said petition that he made any fraudulent representations to her of any kind whatever.

And he prays that said action be dismissed and that he recover his costs of the said plaintiff

The State of Ohio,
Delaware County, ss: |

James W. Robinson
J. Hipple, Attys. for Deft.

Eram J. Healey defendant being duly sworn on his oath says the facts stated in his foregoing answer are

True as he verily believes.

Ceram J. Healy.

Sworn to by said Ceram J. Healy before me and by him subscribed in my presence this 22nd day of February 1893.
(Seal) B. P. Freshwater, Notary Public.

Afterward, on the 24th day of April, A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to-wit: John B. Clark

Entry
6467

vs. Ceram J. Healy | Journal 16, Page 382.

This day the plaintiff made application for continuance of this cause which the Court sustain and the cause is continued at plaintiff's cost. Whereupon it is considered by the Court that defendant recover of plaintiff the costs of this term.

Afterward, on the 15th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of Court John B. Clark

Entry
6467

vs. Ceram J. Healy | Journal 16, Page 431.

This day came the parties by their attorneys, also came the following named persons as Jurors, viz:
1st Marion Temple, 5th J. N. Skidmore, 9th J. H. Buffington
2nd H. P. Heisey, 6th Samuel Warner, 10th Shannon Burgeon
3rd John Harris, 7th Charles Martin, 11th James La Dow
4th J. D. Wood, 8th Jesse Williams, 12th G. S. Welch, who were duly impaneled and sworn according to law and thereupon this cause came on for hearing on the pleadings and evidence, and the said Jury having heard the evidence adduced, and the hour of adjournment having arrived the further hearing of this cause was continued until 8 o'clock tomorrow morning. To which time Court then adjourned.

Afterward, on the 16th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of Court John B. Clark

Entry
6467

vs. Ceram J. Healy | Journal 16, Page 432.

This day again came the parties by their Attorneys, also came the Jurors heretofore impaneled and sworn herein, and the trial proceeded, and the said Jurors having heard the arguments of counsel, the hour of adjournment having arrived the further hearing of this case was continued until Monday September 18th, 1893 at one o'clock P. M. to which time Court then adjourned.

Afterward, on the 18th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of Court

Entry
6467

John B. Clark vs. Ceram J. Healy

Verdict

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Motion

a motion John B. Clark

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John B. Clark vs. Ceram J. Healy

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Entry

John B. Clark

vs.

Journal 16, Page 434.

6467

Eeram J. Healy

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

Verdict

We, the jury, on the issue joined find that the paper writing here shown to us, and admitted to Probate in the Probate Court of Union County, State of Ohio, on the 1st day of July 1892 purporting to be the last Will and Testament of Mary Clark deceased is the valid last Will and Testament of the said Mary Clark, deceased.

N. S. Burgoon, Foreman.

Afterward, on the 21st day of September A.D. 1893 a motion was filed with the Clerk of said Court, to wit: John B. Clark, Plaintiff

Motion

vs.

Court of Common Pleas, Union County, Ohio.

Eeram J. Healy, Defendant

Motion for New Trial

6467

The plaintiff now comes and moves the Court for a new trial herein and that the former verdict rendered herein may be vacated and for cause says:

- 1st That the verdict is not sustained by sufficient evidence.
- 2nd Newly discovered evidence material for the plaintiff which he could not with reasonable diligence have discovered and produced at the trial.
- 3rd Error of law occurring at the trial and excepted to by the plaintiff.

D. W. Ayers,

Attorney for Plaintiff.

Afterward, on the 13th day of December A.D. 1893, an Entry was made on the Journal by the Clerk of said Court.

Entry

John B. Clark

vs.

Journal 16, Page 485

6467

Eeram J. Healy

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. It is therefore in accordance with said verdict adjudged by the Court that the paper writing produced in this case, and offered in evidence, purporting to be the last Will and Testament of the said Mary Clark, deceased, is her valid last Will and Testament.

It is further adjudged by the Court that the defendant Eeram J. Healy recover of the plaintiff John B. Clark his costs herein expended taxed to \$--- and that plaintiff pay his own costs and execution is awarded therefor.

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 September, term, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 22nd day of October, A. D. 1892, E. R. Hotsenfuller filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Philip Lind, to-wit:

E. R. Hotsenfuller, Plaintiff

vs.

Philip Lind, Defendant

Court of Common Pleas,
Union County, Ohio.

Petition

6451

Plaintiff states: he is the owner of about eleven acres of land within the village of Magnetic Springs, Union County, Ohio, abutting Magnetic Street on the north. That he has at great expense laid out on said land a Park, constructed lakes, built a large and expensive Hotel building, called the Park Hotel, a Bath House and a number of Summer cottages, a flowing Magnetic Spring, and has beautified and adorned said premises by planting a large number of expensive and ornamental trees and shrubs. That said Hotel is open and being conducted on said premises and the same is a great resort during the Spring, Summer and Autumn months for the afflicted who come there in great numbers from all parts of the United States for the purpose of bathing in said Magnetic water, and enjoying the beauties and conveniences of said place, and said premises are a source of great profit to plaintiff by reason of the above.

That the value of said property is chiefly in its being made and kept attractive and a Summer resort for the afflicted. That the defendant without lawful authority is in the act of excavating a large hole in the said Street and sidewalk abutting said plaintiff's premises and in close proximity to one of the main entrances to said Park and is about to construct and place there in said street and sidewalk a large Scales for the purpose of weighing at all times cattle, sheep, hogs, horses and farm products of all kinds and expects and intends to permanently carry on said business there. That plaintiff was about to erect on his said premises at the point right opposite where excavation is being made by defendant a building to be used for the entertainment of his guests, to-wit: a Public Hall and Refreshment room.

That said prospect of defendants if carried out will be an obstruction to the said street and sidewalk, and a nuisance to the public and especially to plaintiff; that the carrying on of said business of weighing on said scales at all times, of all kinds of stock, and farm products, especially during the Summer months will occasion noisome and offensive smells, and create noise and confusion and will be

dangerous and will prevent business on said premises to the value thereof. His requests are that the Court do hereby issue an Order of Injunction restraining the defendant from carrying on the same and from placing the same in any place within the limits of the said street and sidewalk and that the Court do hereby award a writ of mandamus in the premises and for costs of the State of Ohio.

Order of Injunction

dangerous and will prevent business on said premises to the value thereof. His requests are that the Court do hereby issue an Order of Injunction restraining the defendant from carrying on the same and from placing the same in any place within the limits of the said street and sidewalk and that the Court do hereby award a writ of mandamus in the premises and for costs of the State of Ohio. Union County, Ohio. in above and foregoing. October 1892. A. P. of Injunction. E. R. Hotsenfuller. Philip Lind. plaintiff made to Pleas, Cincinnati and was Hotsenfuller hearing in the preliminary in this case ther in ed and business ing of the Common

dangerous at the main entrance to plaintiff's said premises and will render plaintiff's said premises unattractive, will prevent him from carrying out his said purpose of building on said premises, and cause a great depreciation in the value thereof and will be unsightly and an annoyance to his guests and will work an irreparable injury to his property and business.

Wherefore plaintiff prays a temporary injunction restraining defendant from proceeding further in the erection of said scales and from using the same and carrying on said business of weighing in said place until the final hearing of this case, and that on the final hearing said injunction be made perpetual and that said undertaking so far as defendant may have progressed with the same be declared an obstruction a nuisance and dangerous and that he be ordered to abate and remove the same and for all such further relief in the premises as plaintiff in equity may be entitled to and for costs.

Gardiner & Millar,
Attorneys for Plaintiff.

State of Ohio,
Union County, ss:

being duly sworn says he is the plaintiff in above action; that the facts and allegations in the foregoing petition are true.

E. R. Hotsenpiller

Sworn to and subscribed before me this 28th day of October 1892.

Leonidas Piper,

(Seal)

Probate Judge.

Afterward, on the 28th day of October A. D. 1892, an Order of Injunction was filed with the Clerk of said Court, to wit:

Order of Injunction

E. R. Hotsenpiller, Plaintiff
vs.
Philip Lind, Defendant

Before the Probate Judge.
Motion for Temporary Injunction in the Court of Common Pleas, Union County, Ohio.

And now, on this 28th day of October 1892, came the plaintiff, by Gardiner & Millar his attorneys; and it being made to appear that there is at this time no Common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff E. R. Hotsenpiller and the affidavit therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is, allowed in this case to restrain the defendant from proceeding further in the erection of the Scales in the petition mentioned and from using the same and carrying on said business of weighing in said place until the final hearing of this case as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Court of Common Pleas issue Summons in this case endorsed injunc.

tion allowed on said plaintiff, giving an undertaking to the said defendant, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas, in the sum of \$100.⁰⁰

(Seal)

D. Piper, Probate Judge.

Bond

Afterward, on the 28th day of October A. D. 1892, a Bond was filed with the Clerk of said Court, to wit:

The State of Ohio, | Court of Common Pleas
Union County |
E. R. Hotsenfiller, Plaintiff |

vs.

Philip Lind, Defendant.

We bind ourselves to the said defendant Philip Lind in the sum of one hundred dollars, that the plaintiff E. R. Hotsenfiller shall pay to the said defendant the damage he 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.

Witness our hands, this 28th day of October 1892.

E. R. Hotsenfiller

Robt. Smith,

G. S. Chapman

This undertaking approved by me, this 28th day of October 1892.

R. M. Leroy, Clerk of said Court
By W. M. Kinget, Deputy.

Præcipe To the Clerk:

Issue Summons for defendant to Sheriff of Union County, returnable according to law. Injunction Equitable Relief demanded and costs.
Filed October 28th, 1892. Gardiner & Millar.

Afterward, on the 28th day of October A. D. 1892, a Summons was issued by the Clerk of said Court indorsed to wit:

Summons

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

6451

You are hereby commanded to notify Philip Lind that he has been sued by E. R. Hotsenfiller in the Court of Common Pleas of Union County, and must answer by the 26th 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 7th day of November A. D. 1892.

(Seal)

28th day of October, A. D. 1892.

Endorsed: "Injunction allowed."

And, on the 31st day of October A. D. 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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Answer
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Answer

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The State of Ohio,
Union County

Sheriff's Return.

Received this writ October 28th A. D. 1892,
at 4 o'clock P. M. and served same by delivering
a certified copy thereof with the endorsements thereon to the
within named defendant on the 28th day of October 1892.

Thomas Martin, Sheriff.

Afterward, on the 31st day of October A. D. 1892, an
Answer was filed with the Clerk of said Court, to wit:

C. R. Holtzscheller Plaintiff

In Union County
Court of Common Pleas

Philip Lind Defendant

Answer
6451

The defendant for answer to the petition says: That
he admits that the plaintiff owns a hotel property and
some grounds in the said village of Magnetic Springs;
and that at the time this suit was brought the de-
fendant was putting in some Scales in the north margin
of Magnetic Street, but the defendant denies each and every
other allegation averment in the said petition contained.

Second: The defendant says: That the Village of Magnetic
Springs is incorporated, and its streets dedicated to the
public use of the village, and that said Scales would when
put in be a great convenience to the inhabitants of said
village, and would not obstruct or hinder the travel on
said street or be a nuisance to any one, and that before
commencing to put them in the defendant obtained
the license and privilege from the Village Council and
Mayor to put them in at the point designated.

Third: The defendant obtained the said privilege of
putting in said scales about the 10th of October 1892, and
he began to collect the material on the ground as early
as October 10th, 1892, and he continued work on the same
until the service of notice injunction was made in this
suit.

The plaintiff had full knowledge of said
work from the beginning and during its progress and
suffered it to go on until it was nearly completed and
he made no objection whatever so far as defendant knew
until the day before this notice was served by the
Sheriff in this case.

The plaintiff passed by
while said work was going on and made no objection,
and defendant did not know he was opposed to it until
the day previous to the summons in this case was served.

Wherefore the plaintiff ought to be estopped from
having this action.

Wherefore defendant asks to go hence and recover
his costs and for all proper relief.

J. L. Cameron,
Attorney for Defendant

The State of Ohio,
Union County, ss:

Philip Lind being first duly sworn says the

facts stated and allegations made in his foregoing answer are true as he believes.

Sworn to before me and signed in my presence this 31st day of October 1892. (Seal) P. H. Lind, Clerk of Court.

Afterward, on the 31st day of October A. D. 1892, a motion was filed with the clerk of said Court, to wit:

Motion E. R. Hotseppiller, Plaintiff

vs. Philip Lind, Defendant In the Court of Common Pleas, Union County, Ohio.

The defendant moves the court for an order vacating the injunction heretofore granted in this case by the Probate Judge and for grounds of his motion the defendant says: 1st: The petition does not contain sufficient fact, if true, to sustain said injunction.

2nd: The facts stated in the said petition are not true, and no facts exist to justify the granting of said injunction.

J. L. Cameron, Attorney for Defendant

Notice Afterward, on the 31st day of October A. D. 1892, a notice was filed with the clerk of said Court, to wit:

6451 E. R. Hotseppiller, Plaintiff

vs. Philip Lind, Defendant In Union County, Court of Common Pleas.

The plaintiff will take notice that on the 4th day of November 1892 the defendant above named will apply to the Hon. John A. Price, Judge of said Court at the Court House in Bellefontaine, Logan County, Ohio, for an order vacating the injunction heretofore granted in this case by the Probate Judge, or that said injunction be so modified that defendant may be allowed to go on and complete his scales and use them until the final hearing hereof.

Said application will be on the grounds - First: That the petition is insufficient to sustain said injunction Second: That the facts stated in the said petition are not true.

The defendant will read affidavits in the support of his motion and application and will offer other evidence.

The State of Ohio, Union County, ss: J. L. Cameron, Attorney for Defendant.

being first duly sworn says that on the 31st day of October 1892 he served this notice on the plaintiff by handing him a true copy hereof.

Sworn to before me and signed in my presence this 3rd day of October, 1892. (Seal) P. H. Lind, Clerk of Court.

Afterward, on the 3rd day of November A. D. 1892, a Reply was filed with the clerk of said Court, to wit:

Reply E. R. Hotseppiller

6451 Philip Lind

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Reply

E. R. Hotsenfiller, Plaintiff

vs.

Court of Common Pleas,
Union County, Ohio.

6451

Philip Lind, Defendant

The plaintiff for reply says: He denies that said scales when put in at the point designated in the answer would be a public benefit and convenience to the inhabitants of said village. And denies that the council and Mayor of said village ever granted defendant the privilege of putting in said scales at said point, and denies the right or power of said council and Mayor to grant such a privilege to defendant, and denies that he suffered said work to go on without protest until the day this action was commenced.

Plaintiff further says that the putting in of said scales is purely a private enterprise of defendant's and for his own personal profit and advantage.

That as soon as plaintiff learned that defendant was putting in said scales at said point he went to him personally and protested strongly against his doing so, but defendant ignored him and went on with said work regardless of his protests.

Wherefore plaintiff prays as in the petition.

State of Ohio,

Union County ss:

E. R. Hotsenfiller being duly sworn says the facts and allegations in the foregoing reply are true.

E. R. Hotsenfiller.

Sworn to and subscribed before me this 3^d day of November 1892.

Joseph Comer, J. P.

Afterward, on the 5th day of November A. D. 1892 an Entry was made on the Journal by the Clerk of Court.

E. R. Hotsenfiller

vs.

Journal 16, Page 251

Entry

Philip Lind

6451

Before the Hon. John A. Price, Judge of said Court November 4th, 1892. In Vacation.

This day came the parties by their attorneys before the Hon. Judge above named and submitted the motion of defendant to vacate the injunction heretofore granted in this case, which motion was heard upon the evidence and he was argued by counsel.

On consideration whereof the Court being fully advised in the premises finds that before the injunction was granted in this case an excavation had been made for the purpose of putting in the Scales mentioned in the petition, and that when the injunction was served the stopping of said work left an unsightly and dangerous excavation in the street.

It is ordered by the Court that the injunction heretofore granted by the Probate Judge be so modified, that the defendant may go on and complete said scales and use them until the final hearing hereof.

But nothing in this modification shall prejudice any right the plaintiff or any remedy to which he may finally be held to be entitled.

Done at Chambers this 4th day of November A. D. 1892.

John A. Price, Judge Court Common Pleas.

Afterward, on the 29th day of September A. D. 1893, an entry was made on the Journal by the Clerk of said Court E. A. Kotsenfiller

Journal 16, Page 460.

Philip Lind

Now came the parties herein by their attorneys and thereupon this cause came on for hearing on the pleadings and evidence, and was submitted to the Court, on consideration whereof the Court find on the issue joined for the plaintiff and that the plaintiff is entitled to the relief prayed for.

It is therefore on motion of the plaintiff adjudged and decreed that the injunction heretofore in this action be, and the same is hereby made perpetual.

It is further considered that the said plaintiff recover from the said defendant his costs herein expended taxed to \$ - - -

Attest
R. M. Enry
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the 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 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 14th day of September A. D. 1893, Lawrence Martin 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 Thomas Martin, to-wit:

Lawrence Martin, Plaintiff

vs.
Thomas Martin, Defendant

Court of Common Pleas,
Union County, Ohio.

Motion for Conditional Order of Revivor of Dormant Judgment.

Lawrence Martin the above named plaintiff, moves

Entry

6451

Motion

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herin for the allowance of a conditional order of revivor of the judgment of Farmers Bank and for value received assigned to this plaintiff April 2^d, 1888 rendered in this action in its favor and against the said defendant, at the May Term A. D. 1888, of said Court, to wit: On the 11th day of June A. D. 1888 for the sum of Nine hundred and fifty-three dollars, costs with interest at the rate of 8 per cent. per annum from the 17th day of June A. D. 1885 which judgment is wholly unsatisfied and upon which execution has been issued out. Said order to be for the sum of \$953.⁰⁰ with interest at 8 per cent. from the 17th day of June 1885.

D. W. Ayers, Attorney for Plaintiff.

Notice of the within motion is hereby acknowledged this 14th day of September 1893.

J. L. Cameron, Attorney for Thomas Martin.

Lawrence Martin, Plaintiff

Conditional Order of Revivor of Dormant Judgment.

vs. Thomas Martin, Defendant

In this cause, on the motion of said plaintiff, Lawrence Martin, 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 Nine hundred and fifty-three dollars and sixteen and ¹/₂ dollars, costs with interest at 8 per cent. from the 17th day of June A. D. 1885. It is therefore ordered that Thomas Martin be, and is hereby ordered to show cause why the said judgment for said sums of money should not be revived on or before the 4th day of October A. D. 1893, and in default of such showing, that said judgment to stand revived for said sums of money.

Witness my signature and the Seal of said Court at Marysville, Ohio, this 14th day of September, A. D. 1893.

(Seal)

John A. Price, Judge of Court of Common Pleas.

Afterward, on the 8th day of December A. D. 1893, an Entry was made on the Journal by the Clerk of said Court Lawrence Martin.

Entry

vs. Thomas Martin

Journal 11, Page 479.

6604

Now comes the said plaintiff and the conditional order of revivor herein having been duly served upon said defendant and the said judgment still remaining unsatisfied and no sufficient cause being shown why it should not be revived, the Court upon the evidence find that the plaintiff herein was security on the note upon which the judgment herein sought to be revived was rendered and received no part of the consideration of the same, and that for the consideration of \$953.⁰⁰ The Farmers Bank duly assigned to the plaintiff the judgment

described in the motion for conditional order of revivor, and that the plaintiff is subrogated to the rights of the said Farmers Bank in said judgment.

Thereupon the defendant made motion for new trial was submitted to the Court, on consideration whereof the Court overruled the same. To all of which rulings and decisions the defendant then excepted.

It is therefore ordered that the said judgment rendered in this action at the May Term A. D. 1888 for the sum of 1953⁰⁰ with interest from the 1st day of May 1888 and costs of suit stand revived and execution is allowed to issue accordingly and also for costs in this behalf expended. To all of which rulings and decisions the defendant then excepted.

Attest of
R. M. Mory
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to-wit, on the 12th day of September in the year of our Lord one thousand eight hundred ninety two.

Be it remembered that, heretofore, to-wit, on the 4th day of October A. D. 1892, John D. Radabaugh 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 William Keightlinger, to-wit:

John D. Radabaugh, Plaintiff
vs.
William Keightlinger, Defendant

John D. Radabaugh the above named plaintiff moves herein for the allowance of a conditional order of revivor the judgment rendered in this action in his favor and against the said defendant before J. H. Kinkade a Justice of the Peace in and for said County on the 21st day of June A. D. 1884 a certified transcript of which was filed with the Clerk of this Court and entered an execution on Lien Book One Page 151, Case 4361 for the sum of \$45.³⁵ debt and \$4.⁰⁰ costs of suit with interest at the rate of 6% from the 21st day of June 1884 which judgment is wholly unsatisfied and upon which no execution has been sued out since 26th day of February 1886.

Said order to be for the full amount of said judgment and costs with interest thereon from to 21st day of June A. D. 1884 and accrued costs.

J. M. Kennedy, Attorney for Plaintiff.

Motion

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John D. Radabaugh
vs.
William Knightlinger

Journal 16, Page 235
October 4th A.D. 1892.

Now comes the plaintiff herein, and on his motion and on it appearing to the Court that the judgment heretofore rendered in this action, to wit, before J. H. Bankade J. C. of Paris Township, Union County, Ohio, and filed in the Common Pleas Court, on the 8th day of July 1884 for the sum of \$45.³⁵ with interest and costs, has become dormant as to lapse of time, and still remains wholly unpaid, it is ordered that said judgment be revived, unless sufficient cause be shown against the same within 20 days after the service of this order upon the defendant.

Additional
Orders of
Circuit
6441

The State of Ohio, | In the Sheriff of Union County, Greeting:

Whereas, in the case of John D. Radabaugh against William Knightlinger 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 John D. Radabaugh, 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 forty-five and ³⁵/₁₀₀ dollars and four ¹/₄ ⁰⁰/₁₀₀ costs, with interest from the 25th day of June A. D. 1884.

It is therefore ordered that said William Knightlinger 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 5th day of December A. D. 1892, 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 William Knightlinger who is required to answer unto the same by December 5th and make return of the same on the 21st day of November A. D. 1892.

Witness my hand and the seal of said Court this
(Seal) 5th day of November A. D. 1892.
R. M. Leroy, Clerk.

Sheriff's
Return
6441

And on the 25th day of November A. D. 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 | 32 |
| Copy | 20 |
| Return | 20 |
| Total | \$102 |

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

Received this writ November 5th, A. D. 1892, at 10 o'clock A. M. and, pursuant to its command, on the 18th day of November 1892, I served the same by delivering a true and certified copy thereof with the endorsements thereon to the within named William Knightlinger defendant.
Thomas Martin, Sheriff.

Afterward, on the 5th day of December A. D. 1892, an entry was made on the Journal by the Clerk of said Court

Entry

6441

John D. Radabaugh

vs.
William Keightlinger

Journal 16, Page 257

This day this cause came on to be heard by the Court and the Court finding that said defendants 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-eight ³⁴/₁₀₀ dollars and 6-- costs with interest at 6% per annum be and the same doth stand revived against the said William Keightlinger and that the plaintiff recover against him and his costs in and about this proceeding of revivor incurred and 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 North Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of January, to-wit, on the 11th day of January in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to-wit, on the 31st day of October A. D. 1891, Walter C. Pullington filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Ann M. Pilcher et al. to-wit:

Petition

6279

Walter C. Pullington, Plaintiff

vs.
Ann M. Pilcher, George W. Thomas
Defendants

Court of Common Pleas,
Union County, Ohio.

The plaintiff says:

1. That on the 30th day of September 1890, the defendant Ann M. Pilcher, made and delivered to plaintiff her promissory note of that date, and thereby promised to pay to the order of plaintiff, the sum of one thousand dollars, on or before one year from the date of said note, with interest at eight per cent. The interest made payable semi-annually.

A copy of said note is hereto attached to this petition marked "A" and made a part hereof. No payment or credit has been made upon said note, and there is now due to the plaintiff, from the defendant Ann M. Pilcher, on said

promissory note at the rate of 8% per annum payable semi-annually. Cause of action against said defendant for non-payment of said note and for the recovery of the same with interest thereon. The following description of the road is hereby made: Union, Ohio, and described as follows: two iron-rod connecting corner to other corner of lot. Orakood: of the road said road 45' E. 52' N. 42 65' in

James H. ... the east. N. 10° N. 8' stake in to the be ... was in ... should be ... Pullingt ... -scribed, semi-an ... then sa ... main in ... A. M. the said Cro ... was reco ... said Cro ... There is ... tedness ... per cent. ... in her or ... W. Thomas

promissory note the sum of one thousand dollars with interest at eight per cent. from the date of said note, the interest payable semi-annually.

2^d Cause of Action: The plaintiff further says, that said defendant, Ann M. Pilcher (with her husband H. C. Pilcher joining with her but who has since died) in order to secure the payment of said note, did on said 30th day of September 1890 execute and deliver to the plaintiff, her mortgage deed and thereby conveyed to the plaintiff, his heirs and assigns the following land and tenements, situate in said County of Union, and State of Ohio, and in Survey 4265, and bounded and described as follows, to wit: Beginning at a stake witness two iron-woods and hornbeam south corner to lot N^o 3; thence connecting the course north 81.03° E. 286¹/₂ poles to a stake and corner to Robert Malone; thence N. 20° N. 82 poles to a stake another corner of said Malone lot; thence S. 81 N. 250¹/₂ poles to corner of lot of five (5) acres sold by George Stewart and John Orahod; thence S. 11° 43' E. 39¹/₂ poles to a stake in the center of the road leading from Marysville to Newton; thence with said road N. 74° N. 25¹/₂ poles to a stake and stone; thence S. 11° 45' E. 52 poles to the beginning containing 140 acres more or less.

Also one other tract of land being part of Survey 4265 in Union County, Ohio, and in Taylor Township,

Beginning at the east corner of the 196 acres sold by James Hornbeck to George Stewart June 19th, 1852, and in the east line of the Survey; thence with the Survey line N. 10° N. 82 poles to a stake; thence S. 20° E. 82 poles to a stake in the south east line of the Stewart lot; thence to the beginning containing about thirty acres.

The condition contained in said mortgage deed was in substance as follows: That if said Ann M. Pilcher should pay or cause to be paid, the said Walter C. Pullington or his order said promissory note above described, with said interest at eight per cent. payable semi-annually, according to the tenor of said note, then said mortgage deed shall be void, otherwise to remain in full force.

On said 30th day of September 1890 at 11^{³⁵} o'clock A. M. the said mortgage was delivered to the Recorder of said County to be by him entered on the record, and was recorded on October 10th, 1890 in Record of Mortgages of said County of Union Vol. 26, Page 105.

Said mortgage deed has become absolute. There is due and remaining unpaid upon said indebtedness the said sum of \$1000.⁰⁰ with interest at eight per cent. payable semi-annually from September 30th, 1890.

That the said Ann M. Pilcher owned said premises in her own right in fee simple.

The plaintiff says that said defendant George W. Thomas, claims also to have a mortgage lien on the

140 acre tract above described, and plaintiff desires that he be made a party herein, and to set up his lien if any he has. The plaintiff therefore asks judgment against the said Ann M. Pilcher for said sum of \$1000.⁰⁰ with interest at eight per cent. payable semi-annually from September 30th, 1890, that said mortgage may be foreclosed, and said premises ordered to be sold, said liens adjusted, and the proceeds of the sale applied to the payment of plaintiff's said indebtedness and that the plaintiff may have such other and further relief as the law and equity of the case may demand.

Porter & Porter, Attorneys for Plaintiff.
The plaintiff, Walter C. Pullington being duly sworn makes oath that the facts stated in the foregoing petition are true as he believes.

Walter C. Pullington.
Sworn to by the said Walter C. Pullington before me and signed by him in my presence this 31st day of October 1891. (Seal) R. M. Leroy, Clerk.

Copy of Note

Marysville, Ohio, September 30th, 1890
On or before one year after date, as principal debtors, we jointly and severally promise to pay to the order of W. C. Pullington, One thousand dollars for value received with 8% Int. from date payable semi-annually.

And we hereby dispense with demand of payment of this note, and authorize any attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note, with eight per cent. interest payable annually after the same shall become due, together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this 30th day of September 1890.
Ann M. Pilcher

No. 24179, Due Sept. 30/91.

Receipt

To the Clerk:

Issue a Summons, directed to the Sheriff of Union County for Ann M. Pilcher, and to the Sheriff of Lucas County (Toledo) for the defendant George W. Thomas, returnable according to law. Endorse: "Amount claimed \$1000." with interest at eight per cent. payable semi-annually from September 30th, 1890, and for Foreclosure of Mortgage.

Endorse also on the Summons to the Sheriff of Lucas County "funds deposited." October 31st, 1891.
Porter & Porter,
Attorneys for Plaintiff.

Afterward, on the 31st day of October, A.D. 1891, a Summons was issued by the clerk of said Court, indorsed, to wit:

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Summons

The State of Ohio,
Union County

To the Sheriff of Union County

You are hereby commanded to notify Ann M. Pilcher that she has been sued by Walter C. Pullington in the Court of Common Pleas of Union County, and must answer by the 28th 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 9th day of November A. D. 1891.

Witness my hand and the seal of said Court, this 31st day of October A. D. 1891.

Endorsed: "In action for \$1000." with interest at eight per cent. payable semi-annually from Sept. 30th, 1890 $\frac{3}{4}$ Foreclosure of Mortgage.

Sheriff's Return

And on the 7th day of November A. D. 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | |
|---------------|------|
| Ser. & Return | 30 |
| Mileage | 16 |
| Copy | 20 |
| Total | \$66 |

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

Received this writ October 31st, A. D. 1891, at 10 o'clock A. M. and served same by delivering a certified copy thereof with the endorsements thereon to the within named defendant on the 7th day of November 1891.

Thomas Martin, Sheriff.

Summons

The State of Ohio,
Union County

To the Sheriff of Lucas County:

You are hereby commanded to notify George W. Thomas (Impleaded with others) that he has been sued by Walter C. Pullington in the Court of Common Pleas of Union County, and must answer by the 28th 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 9th day of November A. D. 1891.

Witness my hand and the seal of said Court, this 31st day of October A. D. 1891.

Endorsed: "In action for \$1000." with interest at eight per cent. payable semi-annually from Sept. 30th, 1890 $\frac{3}{4}$ Foreclosure of Mortgage.

Sheriff's Return

And on the 9th day of November A. D. 1891, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | |
|---------------|-----|
| Ser. & Return | 60 |
| Mileage | 80 |
| Copy | 24 |
| Total | 164 |

The State of Ohio | Sheriff's Return.
Lucas County.

Received this writ November 4th, A. D. 1891, at 9 o'clock A. M. $\frac{3}{4}$ pursuant to its command on the 5th day of November 1891 I summoned the within named George W. Thomas by leaving at his usual place of residence a true

and certified copy of this writ and of the endorsements hereon.

Jno. B. Stuart, Sheriff

By E. E. Qual, Deputy.

Afterward, on the 12th day of November A. D. 1891, an Answer & Cross-Petition was filed with the Clerk of said Court, to wit:

Answer of Walter C. Furlington, Plaintiff

vs. Ann M. Pilcher et al, Defendants

In the Court of Common Pleas Union County, Ohio.

And now come the said J. H. Shearer & Son and by leave of Court file this their answer and cross-petition, and say: That they are a partnership doing business in the State of Ohio, under the firm name and style of J. H. Shearer & Son.

That on the 26th day of May 1891 they obtained a judgment against the said defendant Ann M. Pilcher for the sum of eighty-one ³/₄ ⁷/₁₀₀ dollars, debt, with eight per cent. interest, and two dollars costs. That there has been the sum of fifty cents increase costs thereon.

That on the 27th day of May 1891 said defendants J. H. Shearer & Son caused a transcript of said judgment to be filed with the Clerk of this Court, and that by reason thereof they obtained a lien on all the real estate of said defendant Ann M. Pilcher, which lien is still in full force on the lands described in plaintiffs said petition. Said judgment remains in full force, unreversed and unsatisfied.

There is due and remaining unpaid thereon the sum of eighty-three ³/₄ ⁷/₁₀₀ dollars, with eight per cent. interest on \$81.²⁰ from May 26th 1891, and six per cent. interest on \$2.⁵⁰ from May 26th 1891.

Said defendants J. H. Shearer & Son therefore ask that if said premises are sold they be allowed the said sum and interest above mentioned in the order of the priority of their said lien, and for all other and further relief to which they may be entitled.

The State of Ohio,
County of Union ss:

John M. Brodrick, Attorney for
J. H. Shearer & Son.

W. O. Shearer, one of the above named defendants J. H. Shearer & Son, being sworn, makes oath that the facts stated in the foregoing answer and cross-petition are, as affiant believes, true.

W. O. Shearer.

Sworn to by said W. O. Shearer before me and signed by him in my presence this twelfth day of November A. D. 1891
(Seal) R. M. Croy, Clerk of Court.

Answer of George W. Thomas vs. Ann M. Pilcher & George W. Thomas Defendants

Afterward, on the 25th day of November A. D. 1891, an Answer & Cross-Petition was filed with the Clerk of said Court, to wit:

Common Pleas Court,
Union County, Ohio.

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Now comes George W. Thomas and for answer and cross-petition herein says: That the defendant Ann M. Pilcher is indebted to him in the sum of thirty-seven hundred and eighty-one $\frac{3}{4}$ dollars, which he claims with interest at the rate of seven per centum per annum, interest payable semi-annually from the 12th day of September A. D. 1871, on a promissory note, of which the following is a true and correct copy with all credits thereon. There are no endorsements on said note.

\$3500.⁰⁰ Toledo, Ohio, October 15th, 1885.
 Five (5) years after date we promise to pay to the order of George W. Thomas, thirty-five hundred (\$3500.⁰⁰) dollars, at the First National Bank, Toledo, Ohio, with interest at the rate of seven per centum per annum, payable semi-annually. Value received.

Should default be made in the payment of any installment of interest when the same becomes due and payable as above, and if default continues for 30 days the whole principal hereof shall at once, at the option of the holder become and be due and payable.

H. E. Pilcher

Ann M. Pilcher

Credits: " Nov. 1/87 paid Interest \$180.⁰⁰
 Sept. 26/88. Recd. Interest \$100.⁰⁰
 Nov. 2/88. Recd. Draft \$150.⁰⁰
 Aug. 9/89. Recd. Draft \$200.⁰⁰
 Dec. 1/90. Recd. Draft \$200.⁰⁰
 Sept. 12/91. Recd. Draft \$500.⁰⁰

The said H. E. Pilcher was the husband of the said Ann M. Pilcher and he, the said H. E. Pilcher is now dead.

On the 15th day of October 1885, to secure the payment of said note, the said defendant Ann M. Pilcher, her said husband H. E. Pilcher, joining her in said mortgage, executed and delivered to this answering defendant her mortgage deed conveying the following premises, viz: lands in the County of Union, State of Ohio, bounded and described as follows; Being part of Virginia Military Survey N^o. 4265 on the waters of Millcreek. Beginning at a stake and stone, witness two iron-woods, and horn-beam south corner to lot N^o. three (3); thence correcting the course north 81° 3' east 286 $\frac{1}{2}$ poles to a stake and corner to Robert Malone; thence N. 20° west 82 poles to a stake and other corner of said Malones lot; thence south 81° N. 250 $\frac{1}{2}$ poles to a stake corner to a lot of five acres sold by George Stewart to John Orahod; thence south 11° 45' E. 39 $\frac{1}{2}$ poles to a stake in the center of the road leading from Marysville to Newton; thence with said road north 74° N. 25 $\frac{1}{2}$ poles to a stake and stone; thence S. 11° 45' E. 52 poles to the beginning containing 140 acres more or less being the same land deeded by Orlando Wells to James Carter March 1st 1858 and being part of the lands described in plaintiffs petition herein.

Said mortgage was conditioned in substance as follows: That if the said Ann M. Pilcher and Henry B. Pilcher should pay or cause to be paid to said George W. Thomas said promissory note together with the interest thereon in all respects in accordance with the terms and conditions thereof then said mortgage deed shall be void otherwise to remain in full force and virtue.

On the 17th day of October 1885, at 11 o'clock A. M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded on the same day in Volume 23 of Mortgages Page 333.

Said George W. Thomas further says that his said mortgage lien is the first and best lien on said premises.

Wherefore said George W. Thomas asks for judgment against the said defendant, Ann M. Pilcher in the sum of thirty seven hundred and eighty-one and 7/100 dollars with interest thereon at the rate of 7% per annum payable semi-annually from September 12th, 1891 that said mortgage may be foreclosed, said premises sold and the proceeds applied to the payment of the amount due him and for all such other and further relief as he may be entitled to.

Kinney & Newton, Attorneys for Geo. W. Thomas.

The State of Ohio,
Lucas County ss:

George W. Thomas being first duly sworn deposes and says that the statements and allegations in the foregoing answer and cross petition are true as he verily believes.

Geo. W. Thomas.

Sworn to before me and signed in my presence this 24th day of November 1891.

Curtis J. Johnson, (Seal)

Notary Public, Lucas County, Ohio.

Afterward, on the 28th day of November A. D. 1891, an Answer was filed with the Clerk of said Court, to wit:

Walter C. Burlington, Plaintiff

vs.
Union Common Pleas.

Ann M. Pilcher et al. Defendants

Defendant Ann M. Pilcher for answer herein says that The Bank of Marysville is a partnership firm is, and plaintiff is not the real party in interest in this suit as plaintiff

And plaintiff is agent of said partnership. And she says that prior to the execution of the note and mortgage in suit herein she delivered to said Bank certain negotiable (mortgage) promissory notes guaranteed by her as collateral security for a debt then owing to it by her: and the note and mortgage sued on in this case were executed by way of renewal for said indebtedness and to take the place of said said collateral securities and notes then held by it, which were by the terms of said agreement (to renew and give this security) to be given up by said Bank to her. Said Bank though then and since by her requested to give up as agreed said collateral security has failed and neglected to do

Answer of
Ann M.
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ss. The said collaterals in value and amount exceed the amount of the claim set up in the petition; and by reason of said neglect and failure of said Bank are still outstanding liabilities of this defendant.

Wherefore this defendant says that plaintiff ought not to have or maintain this action against her and she prays to be dismissed hence with her costs.

This defendant further says that a large part of the indebtedness for which the note and mortgage in suit were given originated about 9 years ago, and the notes therefor have often been renewed and numerous payments made thereon and applied on interest thereon always computed at rates in excess of the highest rate allowed by law, and that she has not the means of giving and is unable for want of records thereof to give the data required to compute the amount of the illegal and usurious interest included in said note and mortgage. But she says said Bank of Marysville has in its books of Accounts all such means required to accurately compute the same and such usurious interest constitutes a large part of said claim sued on.

And she asks if not dismissed as heretofore prayed then that said Bank through plaintiff be required to answer the interrogatories hereto annexed to aid in such computation, and that said plaintiff be required to file an account and statement showing the original amount and date of the indebtedness out of which said claims in suit arise and the dates and amounts of all renewal notes therefor payments and additional loans aforesaid from said original transaction down to this time, and that on final hearing the amount of illegal interest included in plaintiff's claim may be stricken out, and for such other relief as may be equitable or proper.

P. B. Cole & Son, Attorney for Ann M. Pilcher.

State of Ohio. Union County ss.:

James Carter being sworn says that he is the Agent of the defendant Ann M. Pilcher duly authorized herein, that the facts alleged in the above pleading are within affiant's personal knowledge and are as affiant believes true.

James Carter.

Sworn to and subscribed before me this 28th day of November A. D. 1891.

(Seal) Burnham C. Bales, Notary Public.

Afterward, on the 30th day of December A. D. 1891, a Demurrer was filed with the clerk of said Court, to-wit:

6279 Walter C. Fullington, Plaintiff

vs. Ann M. Pilcher et al. Defendants

Court of Common Pleas, Union County, Ohio.

The plaintiff demurs to the answer of the defendant Ann M. Pilcher and for ground of demurrer says that

said answer does not state facts sufficient to constitute a defense to the petition of plaintiff.

2^d. The plaintiff demurs to interrogatory N^o 1 (one) amended to said answer for the reason that it is not pertinent to said case made by plaintiff in his petition. And because it is answered in the statement of facts made in the petition.

3^d. The plaintiff demurs to interrogatory N^o 2 (two) amended to said answer for the reason that it is not pertinent to the case made by the plaintiff, and not pertinent to the matters in question in the petition.

4th. The answer not making a defense to plaintiffs petition the interrogatories are only based upon a demurrable answer.
Porter & Porter, Attorneys for Plaintiff

Afterward, on the 14th day of January, A. D. 1892, an entry was made on the Journal by the Clerk of said Court, to wit: Walter C. Fulbrighton

Journal 16, Page 111.

Ann M. Pilcher et al

This cause now coming on for hearing on the cross-petition of defendant George W. Thomas, and the evidence, the Court find that the defendant Ann M. Pilcher has been duly served with summons in this case, and that she is in default for answer and demurrer to said cross-petition, and that the allegations of said cross-petition are thereby confessed by her to be true.

The Court further finds there is due the said George W. Thomas from said defendant, Ann M. Pilcher, on the promissory note set forth in said cross-petition, with interest to the first day of this term the sum of \$3870.⁰⁰

The Court further finds that in order to secure the payment of said note the said defendant, Ann M. Pilcher, and her said husband H. C. Pilcher (now deceased) executed and delivered to said George W. Thomas their certain mortgage as in said cross-petition described, and on the premises therein described: That said mortgage was duly recorded in Book 22, Page 335 of the Mortgage Records of said County, and is a good and valid lien on the premises described in said cross-petition, and that the conditions in said mortgage have been broken.

It is therefore adjudged and decreed that unless the said defendant Ann M. Pilcher shall within five days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs arising in the premises, and to said George W. Thomas, or his attorney, the sum so found due him as aforesaid, with interest thereon at the rate of 7% per annum from said first day of this term, the equity of redemption of said Ann M. Pilcher be foreclosed, and that said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to

appraise, and report

Entry

6279

Walter C. Fulbrighton

Ann M. Pilcher

demurrer defendant advised in amended

Answer to Walter C. Fulbrighton

Amended Answer

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Entry

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appraise, advertise, and sell said premises as upon execution and report his proceedings to this Court for further order.

Entry

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Afterward, on the 11th day of February A. D. 1892, an entry was made on the Journal by the Clerk of said Court, to wit: Walter C. Fullington

vs. Ann M. Pilcher et al.

Journal 16, Page 141.

This day this cause came on to be heard on the demurrer of plaintiff to the answer and cross-petition of the defendant Ann M. Pilcher. And the Court being fully advised in the premises do sustain said demurrer.

Thereupon leave was granted said defendant to file an amended answer of March 1st, 1892, and cause continued.

Afterward, on the 18th day of March A. D. 1892, an Amended Answer was filed with the Clerk of said Court, to wit: Walter C. Fullington, Plaintiff

Amended Answer

vs. Ann M. Pilcher et al. Defendants

Union Common Pleas Court

Interrogatories

6279

Now comes the said defendant Ann M. Pilcher and for her amended answer herein says: Plaintiff is the surviving partner of the late firm of Fullington & Phellis that did business under the name and style of Bank of Marysville which firm was the successor of the firm of the same name and style which was the successor of the firm of Fullington Phellis & Woods that did business in the name of Bank of Marysville.

And at the time of execution of the note and mortgage set forth in his petition aforesaid plaintiff had full legal notice and knowledge of the facts hereinafter stated; and was then in full control of all the unfinished business of said several firms for the purpose of closing up the same, and in said transaction was the representative of said firms, and as such surviving partner and representative held a certain note on her for \$400.00 and accrued interest and a claim for \$227.00 and accrued costs and taxes, and interest thereon which note and claim were derived by him as such surviving partner through said successive firms from said old firm of Fullington, Phellis & Woods and pertained and belonged to the unfinished business of said old firm. And plaintiff also held the title to said 2nd described tract, viz: 30 acres of said land as a security for said note and claim, and held as further collateral security for the same certain notes and a mortgage which had been assigned by her to said old firm of Fullington, Phellis & Woods as security for said indebtedness, and were negotiable and endorsed and guaranteed to by her to them to be collectible. Said indebtedness as computed by him at illegal rates of interest over 8% per annum then amounted to \$9000.00 and about 60 or 70 \$

over, which was reduced by payment and said collateral notes and their interest amounted to more than said sum. And, had passed from said firm to plaintiff in manner aforesaid and were then held by him as such survivor. And the said plaintiff at the time of execution of said note and mortgage and as a part consideration for the same agreed with her to deliver up to her the said collateral securities and deed said land to her. He deeded the land but has wholly failed and neglected to deliver to her the said collateral securities though she has demanded the same of him, whereby she is deprived of the same without consideration and they remain outstanding liabilities against her on her endorsement and guarantee aforesaid. And therefore she says the consideration of said note and mortgage has failed.

The plaintiff has not complied with the condition of delivery of said note and mortgage to him and ought not to have or maintain this action against her.

Said collateral notes and mortgage consist of four promissory notes for \$150.⁰⁰ each made by O. N. Wells and James Carter payable to said Ann M. Picher or bearer in 6-12-18-24 months respectively from date, with 6% interest from date dated April 6th, 1878 and secured by mortgage on land.

Further answering defendant says that a great part of the indebtedness for which said note and mortgage were given in certain loans of money made to her by the firm of Dullington, Phillips & Woods about 12 years ago at usurious and illegal rates of interest in excess of 8% per annum.

The notes therefore have often been renewed and payments made thereon both of principal and of interest at rates in excess of 8% as aforesaid, and that the note and mortgage sued on constitute the last renewal for the remnant of said indebtedness and for accrued taxes and costs.

Said indebtedness never was fully discharged but was continuous in greater or less amounts at excessive rates of interest down to the date of said note and mortgage.

She says she has not the data and cannot give the dates and amounts of said payments and therefore cannot state accurately the amounts of said usurious interest but the plaintiff has in the Books of Accounts of said Bank of Marysville under his control all such data required, and that the plaintiff is the surviving partner of said Bank of Marysville and had full notice at the execution of said note and mortgage of the above defense of usury existing against the same.

And she further says that illegal interest at the rate of 9% per annum was stipulated for on said last renewal and one per cent. (8 10⁰⁰) thereof paid in advance as interest on the note sued on and not credited thereon.

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Interrogatories

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defendants

This defendant prays that plaintiff's action and petition may be dismissed, or if not dismissed then that an account may be taken under the order of the Court of the usurious and illegal interest on said note from the origin of said indebtedness in 1870, and due credits therefor given on the principal of said claim. And to facilitate the taking of said account she asks that plaintiff be required to answer under oath from the Books of said Bank in his control the interrogatories hereto annexed and she asks a decree against the plaintiff for the amount of said collateral notes, to wit, the sum of \$600.00 with interest thereon from April 6th 1878 and that such part thereof as may be necessary to satisfy any remnant of plaintiff's claim left after deducting for excessive and illegal payments made by her by way of interest as aforesaid may be set off against said remnant and execution awarded to her for the balance and for such other and further relief as the nature of the case and equity requires.

J. B. Cole, Atty. for Mrs. Pilcher, Defendant.

State of Ohio,
Union County, ss:

James Carter being sworn says that he is the Agent of the defendant Ann M. Pilcher duly authorized herein. That the facts alleged in the foregoing pleading are within affiant's personal knowledge and are as he believes true.

James Carter.

Sworn to and subscribed before me this 15th day of March 1892. (Seal) R. M. Gray, Clerk of Court.

Walter C. Pullington, Plaintiff

vs.
Ann M. Pilcher et al. Defendants

Union Common Pleas
Interrogatories referred to in the Answer of Defendant Ann M. Pilcher as annexed thereto to be answered by the Plaintiff.

1. State the amounts and dates of all payments on the debt for which the amount sued on was given as a renewal back to the origin of said indebtedness, giving the dates of each renewal and of the original loans and the amount and date of each additional loan incorporated in said renewal notes, and of all payments made on said renewal notes whether of interest or principal and whether credited on the note or not.

J. B. Cole, Attorney for
Ann M. Pilcher, Defendant

Afterward, on the 26th day of March A. D. 1892, a Demurrer was filed with the clerk of said Court, to wit:

Walter C. Pullington, Plaintiff

vs.
Ann M. Pilcher et al. Defendants

Court of Common Pleas,
Union County, Ohio.

The plaintiff demurs to the amended petition of defendants filed herein on March 18th 1892, and for grounds of

Demurrer

demurrer says that said pleadings does not state facts sufficient to constitute a defense against the plaintiff's cause of action.

Porter & Porter, Attorneys for Plaintiff

Afterward, on the 3rd day of December A. D. 1892, a Reply was filed with the Clerk of said Court, to wit:

Walter C. Pullington, Plaintiff

Reply

vs.

Ann M. Pilcher et al. Defendants

Court of Common Pleas, Union County, Ohio.

6279

The plaintiff replies to the answer of the defendant Ann M. Pilcher, and admits: II. That in the note sued on by plaintiff that interest at the rate of nine per cent. per annum was stipulated for and that one per cent. (\$10.⁰⁰) thereof was paid in advance as interest on said note, and was not credited thereon. And plaintiff consents that said \$10.⁰⁰ may be eliminated from said note, and plaintiff consents to take judgment for the balance due on said note only.

III. Plaintiff denies each and every other allegation and statement made in said answer. And asks judgment and foreclosure as in his petition less said \$10.⁰⁰ deducted.

III. In answer to the interrogatory attached to defendant's answer plaintiff says that the note sued on was not a renewal of any former loan or indebtedness due to the Bank of Marysville.

That no additional loan was incorporated in said note. That the note sued upon was executed by said defendant to plaintiff for property sold, and money lent by plaintiff to defendant in his individual capacity and right, and in no way as Agent or survivor of the Bank of Marysville and the said note and the mortgage securing the same were accordingly executed to him alone and in his individual capacity, and further says not.

W. C. Pullington,

By Porter & Porter his Attorneys.

The plaintiff W. C. Pullington being sworn makes oath that the facts stated in the foregoing reply and to the interrogatory attached to said answer are true as he believes.

W. C. Pullington,

Sworn to by W. C. Pullington before me, and signed by him in my presence this 2nd day of December 1892.

(Seal)

A. McCreary, Clerk of Court.

Afterward, on the 13th day of January A. D. 1893, an Amended Answer was filed with the Clerk of said Court, to wit:

Walter C. Pullington, Plaintiff

Amended Answer

vs.

Ann M. Pilcher et al. Defendant.

Union Common Pleas Answer & Cross-Petition.

6279

Now comes the said Ann M. Pilcher defendant and for her separate answer herein says: Plaintiff is the sole surviving partner of the late firm of Pullington and Phellis that did business under the name and style of Bank of Marysville, which late firm was the successor of the firm of the same name and style which was the successor of the firm of Pullington, Phellis & Woods that did business in the

name and execution of plaintiff after said closed by representing held a claim for all as co-claims of 1879 in a \$627.³⁰ promissory O. N. Well or bearer 6% interest by mortgage made by November N. A. West Bank. 30 acres there was West and defendant paid \$2. Bank of ing Age balance and to a amount due from notes for often her and new tion of this case tiff report to said the sale and the her use said cl- ranced he was land to Bank. note) not and sh

name and style of Bank of Marysville. At the time of the execution of the note and mortgage in his petition described plaintiff had full notice and knowledge of the facts herein-after stated, and was then in full control of all the unfinished business of said several firms for the purpose of closing up the same. And in said transaction was the representative of said firms, and as such surviving partner held a certain note on her for about 400 balance. And a claim for \$226.⁶² and accrued costs and taxes. Said claims all as computed by him amounted to about \$1070.⁰⁰ which claims originated as follows: The first claim arose May 22nd 1879 in a loan to her by the said Bank of Marysville of \$627.³⁰. There was left as collaterals for this loan four promissory notes as follows, to-wit: for \$150.⁰⁰ each made by O. W. Wells and James Carter payable to said Ann. M. Pitcher or bearer in 6-12-18th & 24 months respectively from date with 6% interest from date. Date April 6th 1876 and secured by mortgage on land. And one mortgage promissory note made by James Carter to N. A. West for \$350.⁰⁰ with interest from November 27th 1876 which had been duly assigned to her by N. A. West, all of said notes were endorsed over by her to said Bank. Said \$350.⁰⁰ note was secured by mortgage on 30 acres of land then owned by her son James Carter, and there was another note of like amount still held by N. A. West and secured by said mortgage. And this defendant desiring to purchase said land and having paid \$200. on said last note arranged with the said Bank of Marysville about March 1880 through its managing Agent N. W. Woods to advance for her to N. A. West the balance due on said indebtedness to him which was \$226.⁶² and to hold said claim as a collateral to secure the said amounts advanced which he did. Said indebtedness due from her was carried along by said Bank for her, the notes for the \$627.³⁰ and the balances due thereon being often renewed and numerous payments were made thereon and new loans incorporated in the renewals till the execution of the note and mortgage sued on by plaintiff in this case. By arrangement between her and plaintiff representing said Bank to adjust and settle the title to said 30 acres of land, an order of sale was issued for the sale thereof on the decree of N. A. West for said \$226.⁶² and the same was sold and bid in by plaintiff for her use and benefit and the title held by him to secure said claim of the Bank and the taxes and costs advanced thereon for which she was held accountable and he was by the terms of said agreement to release said land to her when said advancements were repaid to the Bank. Nothing was paid on her claim (the \$350.⁰⁰ note) which was prior to the lien of the Bank for \$226.⁶² and she remained in the possession of the said 30 acres

under said agreement and was charged with the taxes and interest on the said investment of the Bank.

About the 30th of September, 1890 the plaintiff proposed to her to complete said agreement as to the land. And it was agreed between them that she should give a new note and mortgage covering the whole of her said indebtedness except about \$200⁰⁰ which she then paid to reduce it to less than \$1000, and the time for payment to be extended and plaintiff to deliver up to her all the collaterals above described.

Pursuant to said agreement said note and mortgage were executed and said cash paid and said 30 acres deeded to her, but plaintiff then made the excuse that he could not then find said collaterals and has ever since failed and neglected to deliver the same though afterwards requested to do so whereby she is deprived of her said property without consideration and the consideration of said new note and mortgage has failed and said notes remain outstanding liabilities of hers on her endorsement. In all said transactions the said Bank was the real party in interest, W. H. Woods a member of said firm and managing partner thereof sometimes and the plaintiff who was also a member thereof sometimes acting in said matters after the decease of said Woods, and always representing themselves as acting for the Bank.

It would be inequitable for plaintiff to recover said old debts without relieving her from her said liabilities and returning said collaterals to her which the new securities were intended by all parties to take the place of.

Further answering this defendant says said indebtedness all bore interest, and that the interest thereon was always at rates exceeding 8% per annum which was exacted of her by said Bank always on renewals by said Woods as its managing agent till his death, and said plaintiff as its agent after said Woods decease. And that large payments of interest thereon were made by her at usurious rates so that the said note and mortgage sued on herein include large amounts of usurious and illegal interest.

The note and mortgage sued on by plaintiff were given by way of renewal for the remnant of said indebtedness, and to obtain further forbearance thereon, and interest at the rate of 9% per annum was stipulated for on said last renewal and \$100⁰⁰ thereof paid in advance and not credited thereon.

She says she has not the data and cannot therefore give the dates and amounts of said several renewals on the rates of interest but that the interest on said \$226.⁰⁰ paid on the N. A. West decree was figured at simple 10% from the date thereof October 8th, 1880 till September 3rd, 1890 the execution of said mortgage to plaintiff and the interest included therein, and the costs and taxes aforesaid were made to bear in said computation 10% per

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She further says that plaintiff has in his control in the Books of Account of said Bank the means of telling the exact dates and amounts of all said renewals, new loans, payments, rates of interest &c. which she has not. Said transactions so far as done in the individual names of W. C. Fullington and N. N. Woods were so done partly for convenience and partly for the purpose of covering up and evading the Statute as to illegal rates of interest.

Wherefore the defendant says that plaintiff ought not to have or maintain this action against her. And she prays that the same may be dismissed, or if not dismissed then that an account be taken under the order of this Court and due return thereof made at this term. And due credits on the principal of said claim may be given for all excessive payments of interest and that to facilitate the taking of the same plaintiff be required to answer and state fully under oath all of said particulars as to said indebtedness.

And she further prays that she may have judgment against plaintiff for the full amount of said collateral notes unjustly withheld by him as aforesaid. And for all such other and further relief as may be equitable in settlement of said matters.

J. B. Cole, Attorney for Ann M. Pilcher.

State of Ohio,
Union County, ss.:

James Carter being duly sworn says that he is the Agent of the defendant Ann M. Pilcher duly authorized in the premises and that the facts stated and allegations in the foregoing pleading are within affiant's personal knowledge and are as he believes true.

James Carter.

Sworn to and subscribed before me this 13th day of January - - - (Seal) A. M. Leroy, Clerk of Court.

Afterward, on the 20th day of January A. D. 1893, a Reply was filed with the Clerk of said Court, to wit: Walter C. Fullington, Plaintiff | Court of Common Pleas, Union County, Ohio.

vs. Ann M. Pilcher et al. Defendants | Reply to 2^d Amended Answer.

The plaintiff replies to the Second Amended Answer of the defendant Ann M. Pilcher, and admits: That on the note sued on by plaintiff interest at the rate of nine (9) per cent. per annum was stipulated for, and that one per cent. to wit: ten dollars, was paid in advance by defendant as interest, and was not credited on said note.

And plaintiff consents that said ten dollars may be eliminated from said note, and plaintiff consents to take judgment for the balance on said note after eliminating said ten dollars, as this defendant claims it should be.

Plaintiff admits the time given by said defendant for

Reply
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the payment of the money secured by said note.

Plaintiff denies each and every allegation and statement made in said answer not herein specifically admitted to be true, and asks judgment and foreclosure as he has asked in his petition less said ten dollars deducted.

Writen by Porter, Attorneys for Plaintiff.

The plaintiff, Walter C. Fullington, being sworn, makes oath, that the facts stated in the foregoing reply are true as he believes.

Walter C. Fullington.

Sworn to by Walter C. Fullington, the plaintiff herein, before me, and signed by him in my presence this 25th day of January A. D. 1893. (Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 27th day of January A. D. 1893, an Entry was made in the Journal by the Clerk of said Court, to wit: Walter C. Fullington

Entry

6.2.79

vs. Ann M. Pilcher et al Journal 16, Page 303.

This day came the parties and waived a trial by jury in this cause, and by consent of both parties the same was submitted to the Court for adjudication. Thereupon this cause coming on for hearing before the Court upon the pleadings of the parties, and the evidence by them adduced, and the Court being fully advised in the premises do find: That after eliminating the sum of ten (10) dollars from said note for usury, as consented to by the plaintiff in his reply ^{3/4} which the Court find should be eliminated from said note at the date thereof, that there is due to the plaintiff on said note with interest added, up to the 30th day of January 1893, the sum of \$1185.⁰⁰ and that the plaintiff ought to recover of the defendant, Ann M. Pilcher, said last named sum.

It is therefore considered, and adjudged that the plaintiff recover of said Ann M. Pilcher said sum of \$1185.⁰⁰ and also his costs expended in this behalf taxed at \$--- and the Court adjudge that said \$1185.⁰⁰ draw interest at the rate of 8 per cent. from said 30th day of January 1893.

And it is further ordered and adjudged that in case said defendant, Ann M. Pilcher fails for ten (10) days from the date of this decree to pay to the plaintiff the said sum of \$1185.⁰⁰ and to pay to the Clerk the costs of this action, on order issue to the Sheriff of this County commanding him to cause the said lands and tenements in said petition described, to be appraised, advertised, and sold according to law, and bring the proceeds into Court subject to the future order of the Court on distribution between lien-holders.

Thereupon the defendant gave notice of her intention to take an appeal in this cause to the Circuit Court and requested the Court to fix the Bond for Appeal and said Bond was fixed by the Court of \$300.⁰⁰

John A. Price, Judge.

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Afterward, on the 27th day of January A. D. 1893, a Motion was filed with the Clerk of said Court, to wit:

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W. C. Fullington

vs.

Ann M. Pilcher et al

Union Common Pleas,
Motion for New Trial.

Defendant Ann M. Pilcher moves to set aside the judgment for a new trial for the following reasons, to wit:

- 1st. The damages given are excessive.
- 2nd. The decision is against the weight of the evidence and the law.
- 3rd. There is error in the assessment of the amount of recovery. It is too large.
- 4th. The decision is not sustained by sufficient evidence and is contrary to law.
- 5th. Error of Law occurring at the trial and excepted to by the said defendant.

J. B. Cole, Defendants Attorney.

Afterward, on the 7th day of February A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

Walter C. Fullington

vs.

Ann M. Pilcher et al

Journal 16, Page 323.

6279

This cause being heard on the motion of Ann M. Pilcher, defendant to set aside the judgment and for a new trial. The Court on consideration overule the same, and to the said ruling of the Court, overruling said motion the said defendant by her counsel except. And it is further ordered that the Journal of this Court be kept open for 30 days for preparation and allowance of Bills of Exceptions.

Order of Sale

Afterward, on the 7th day of November A. D. 1893, an Order of Sale was issued by the Clerk of said Court, to wit:

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The State of Ohio,
Union County, ss:

To the Sheriff of said County - Greeting:

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 27th day of January 1893 Walter C. Fullington obtained a judgment and decree against Ann M. Pilcher et al. for the sum of eleven hundred and eighty-five ⁰⁸/₁₀₀ dollars, ³/₄ - - dollars, costs of suit.

And whereas, it was then and there, by said Court ordered adjudged, and decreed, that the said Ann M. Pilcher within 10 days from the 27th day of January A. D. 1893 pay unto the said W. C. Fullington for the sum of eleven hundred and eighty-five ³/₄ ⁰⁸/₁₀₀ dollars, with interest from the 30th 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, according to the statute regulating judgments and executions at law, to sell the real estate described in the plaintiffs petition &c. And Whereas the 10 days aforesaid have fully expired, and the said sum of eleven hundred and eighty-five ³/₄ ⁰⁸/₁₀₀ dollars, and costs aforesaid, have not been paid, or any part thereof, as appears to us of record. We therefore command you

that you proceed, without delay, to appraise, advertise, and sell according to the Statute regulating judgments and executions at law, the following lands and tenements, situate in Union County, Ohio, to wit: In Survey N^o 4265 and bounded and described as follows, to wit: Beginning at a stake witness two ironwoods and horn-beam south corner to lot N^o 3; thence correcting the course N. 51^o E. 286¹/₂ poles and corner to Robert Malone; thence N. 20^o - N. 12 poles to a stake another corner of said Malone lot; thence S. 81^o - N. 250¹/₂ poles to a corner of lot of 5 acres sold by George Stewart and John Orahod; thence S. 11^o - 43^o - E. 39¹/₂ poles to a stake in the center of the road leading from Marysville to Newton; thence with said road N. 74^o - N. 25¹/₂ poles to a stake and stone; thence S. 11^o - 43^o - E. 52 poles to the beginning containing 140 acres more or less.

Also one other tract of land, being part of Survey N^o 4265 in Union County, Ohio, and in Taylor Township, beginning at the east corner of the 196 acres sold by James Hornbeck to George Stewart June 19th, 1882 and in the east line of said Survey; thence with the Survey line N. 10^o - N. 82 poles to a stake; thence S. 20^o - E. 82 poles to a stake in the south-east line of the Stewart lot; thence to the beginning containing about thirty (30) acres.

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

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville, this 7th day of November A. D. 1893.
R. M. Leroy, Clerk.

And on the 11th day of December A. D. 1893, 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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| Service | 25 |
| Levy | 25 |
| Sum. Aprs. | 20 |
| Swear. " | 25 |
| Convey. " | 100 |
| Writing April | 25 |
| Copy of | 25 |
| Notice to Ptv. | 25 |
| Affidavit to | 25 |
| Returning notice | 25 |
| Mileage | 25 |
| Conveyance | 32.20 |
| Total | 57.93 |
| Appraisers fees | 3.00 |
| Printer's fees | 17.50 |

The State of Ohio. Sheriff's Return.
Union County, ss:
Received this writ the 7th day of November A. D. 1893 and on the 7th day of November A. D. 1893 I called an inquest of George H. Turner, John H. Shick and Ray S. Morse three disinterested freeholders and residents of the County, and caused the within described real estate to be duly appraised on their oaths; they on the same day returned to me an estimate of the value thereof (to wit: \$5608.⁷⁰) under their hands and seals, a copy of which I forthwith deposited with the

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

And on the 9th day of December 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 Walter C. Pullington, the first tract at 23.⁰⁰ per acre amounting to \$3220.⁰⁰; the second tract was sold to Walter C. Pullington for \$20.⁰⁰ per acre amounting to \$800.⁰⁰; the whole for the sum of four thousand and twenty dollars (\$4020.⁰⁰) he being the highest bidder therefore, and the sum bid being more than two thirds of the appraised value. Wm. S. Snodgrass, Sheriff.

Proof of Publication

Afterward, on the 9th day of December A. D. 1893, a Proof of the Publication was filed with the Clerk of said Court, to wit: W. C. Pullington vs. Ann M. Pilcher
Sheriff's Sale, On Order of Sale.
Court of Common Pleas, Union County, Ohio.

By virtue of an order of sale 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 said County of Union, Ohio, on Saturday December 9th, 1893, at or about the hour of one o'clock P. M. the following real estate, to wit: In Survey N^o. 4265 and bounded and described as follows, to wit: Beginning at a stake, witness two ironwoods and hornbeam, south corner to lot N^o. 3; thence correcting the course N. 81^o E. 206¹/₂ poles and corner to Robert Malone; thence north 20^o west 82 poles to a stake another corner of said Malone lot; thence S. 81^o west 250¹/₂ poles to corner of lot of 5 acres sold by George Stewart and John Craford; thence south 11^o 43' E. 39¹/₂ poles to a stake in the center of road leading from Marysville to Newton; thence with said road north 74^o west 25¹/₂ poles to a stake and stone; thence S. 11^o 45' E. 52 poles to the beginning containing 140 acres, more or less.

Also, one other tract of land, being part of Survey N^o. 4265 in Union County, Ohio, and in Taylor Township. Beginning at the east corner of the 196 acres sold by James Hornbeck to George Stewart June 19th, 1882 and in the east line of said Survey; thence with the Survey line north 10^o west 82 poles to a stake; thence south 20^o east 82 poles to a stake in the south-east line of the Stewart lot; thence to the beginning containing about thirty acres. The first tract is appraised at thirty-four dollars per acre. The second tract is appraised at \$28.³³ per acre. Terms of Sale, Cash. Wm. S. Snodgrass, Sheriff Union County, Ohio.

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The State of Ohio,
Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with November 8th, 1893.

W. O. Shearer.

Sworn to and subscribed before me, this 9th day of December 1893.
(Seal) R. M. Leroy, Clerk.

Afterward, on the 5th day of December A. D. 1893, the following motion was filed with the Clerk of said Court, to-wit:

Walter C. Pullington, Plaintiff

vs.
Union Common Pleas.

Ann M. Pilcher, et al. Defendants

Now comes the said named defendant and moves the Court for an order setting aside the appraisement of the land adjudged in the above entitled case to be sold, and for grounds of her motion says:

- 1st. That the said appraisement is too low, being at \$35⁰⁰ per acre whereas said lands under a fair, just and reasonable appraisement are worth \$50⁰⁰ per acre.
- 2nd. There is irregularity in the appraisement in this, viz: it is first appraised at \$34⁰⁰ (as a whole) per acre, and then a memorandum infernal added putting the 2nd tract at \$28⁰⁰.
- 3rd. There is no sufficient description of said second tract.
- 4th. The appraisers were not freeholders resident of the vicinity of the land. But 2 of them reside in Marysville 6 miles from it and the 3rd resides about 4 miles from the land on another road not leading to or passing by said land.
- 5th. Said appraisers had no acquaintance with said property and made no sufficient examination thereof to enable them to appraise the same intelligently, nor called to their aid any one acquainted with the ditching and improvements thereon but just made a hasty visit to it on the day of the general State Election. And fixed the value taking as a guide the appraisement of lands far inferior in value in every respect and which had failed to sell and been reappraised at a low figure on account of defects and liens against same.
- 6th. Said appraisement nor a copy thereof has not been returned into Court or certified.
- 7th. Said appraisement was made on the day of the general State Election.
- 8th. The writ under which the appraisement was made does not sufficiently describe the land.
- 9th. There is no authority in the writ for appraising the land in parcels, and such appraisement is greatly to the detriment of defendant, as the land is more valuable as a whole, than divided.
- 10th. Lands not the property of the defendant are included in the appraisement. And lands belonging to her are in-

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cluded with others not belonging to her which reduces the valuation. 11". The appraisers did not examine the buildings or improvements on the 140 acres nor go on or examine the second mentioned tract at all.

12". Only a part of her farm is included in the appraisement, leaving a part cut off from all or any road and thereby reducing its value and the value of the whole tract.

J. B. Cole, Defendant's Attorney.

Afterward, on the 11" day of December A. D. 1893, a Motion was filed with the Clerk of said Court, to wit:

Walter C. Pullington, Plaintiff

Union Common Pleas,

Motion to set aside Sale.

Ann M. Pilcher et al. Defendants.

Motion

6279

Now comes the defendant Ann M. Pilcher and moves the Court to set aside the proceedings and sale returnable in this case, and for grounds of her said motion she says:

1". There are defects and irregularities in the proceedings and appraisement which are fully set forth in her motion to set aside the appraisement filed and notice given Dec. 5" and still pending supported by affidavits on file and unheard for want of time by the Court.

2". The said lands were sold at far below their value and below what they would bring if the proceedings had been regular, and the appraisement, advertisement and proclamation reasonable, correct and sufficient according to law.

3". The lands were sold in parcels without authority therefor.

4". The description of the lands in the advertisement and appraisement was misleading and covered lands not owned by this defendant thereby tending to discourage buyers.

5". The sale was made hurriedly and without sufficient proclamation, or affording proper and reasonable time for the defendant her friends or Attorney and possible bidders to be present and were sold without competition to the plaintiff.

6". The appraisement was defective in many respects and far below the true value of the land.

7". A Supersedeas Bond had been duly given by the defendant to stay said proceedings with sureties approved by the Clerk. The said sureties were good and sufficient. No objection to said Bond was known to the plaintiff till after the sale or to her Attorney till within 5 minutes of the sale but they understood and were informed by the Clerk that it was all satisfactory and there would be no sale, and were therefore not present or represented at the said sale and were prevented from giving proper attention to it.

8". No legal steps were taken before sale to avoid said Bond.

9". This defendant was prevented by unavoidable mischance and accident from giving Bond sooner and with other sureties and compelled to look up new security on the last day, and offered to show and could have shown at the time that this security was good by good evidence, which was believed; and she

was in no way responsible for any misrepresentations if such were made, and did not depend on same in said matter.
10. Said proceedings and case alleged in other respects.

J. B. Cole, Defendant's Attorney.

Afterward, on the 11th day of December A. D. 1893, a Motion was filed with the Clerk of said Court, to wit:

Motion

Walter C. Pullington

vs.

Ann M. Pilcher et al

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The plaintiff moves the Court to set the sale and the appraisement aside in this cause, because:

1. The Sheriff failed to return the appraisement or a copy thereof to the Clerk of the Court from whose office the Order of Sale and appraisement issued.

2. Because the land was advertised for sale and sold before said appraisement or copy thereof was deposited with the Clerk of said Court.

Porter & Porter

Attorneys for plaintiff.

Afterward, on the 11th day of December A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

W. C. Pullington

vs.

Ann M. Pilcher et al.

Journal 16, Page 481.

This day on motion of the plaintiff the appraisement and sale made in this case are set aside on the ground that the Sheriff failed to return the appraisement, or a copy thereof to the office of the Clerk of the Court of Common Pleas from whose office the order of appraisement and sale issued, and because said Sheriff proceeded to advertise and sell the said real estate before said appraisement or a copy thereof was deposited with the Clerk of said Court as required by law.

Pracipe To the Clerk:

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Issue an order of sale in this case for the plaintiff, requiring the Sheriff to appraise and sell according to law the land described in petition of plaintiff, and returnable according to law.

Porter & Porter,

Attorneys for Plaintiff.

Filed December 11th, 1893.
Afterward, on the 12th day of December A. D. 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 27th day of January 1893, Walter C. Pullington obtained a judgment and Decree against Ann M. Pilcher et al. for the sum of eleven hundred and eighty five ³/₄ ⁶⁸/₁₀₀ dollars and thirty two ²⁵/₁₀₀ dollars, costs of suit.

And whereas, it was then and there, by said Court, ordered, adjudged, and decreed, that the said Ann M. Pilcher et al.

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| Total | 5 57 |
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The State of Ohio,
Union County, ss:

Sheriff's Return.

Received this writ the 12th day of December A.D. 1893 and on the 12th day of December A.D. 1893, I called an inquest of S. L. Langhery, O. Shaw, Aaron Shirk 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: \$ 5746.⁴⁶), 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 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 13th day of January A.D. 1894, this writ returned by order of plaintiff.

W^m G. Snodgrass, Sheriff.

Afterward, on the 13th day of January A.D. 1894 a Proof of the Publication was filed with the Clerk of said Court, to wit:

Proof of
Publication
N. C. Pullington
vs.
Ann M. Pilcher et al

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

By virtue of an order of sale 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 said County of Union, Ohio, on Saturday January 13th, 1894, at or about the hour of one o'clock P. M. the following real estate, situate in Union County, State of Ohio, and in Survey N^o 4265 and bounded and described as follows, to wit: Beginning at a stake witness two iron woods and horn beam, south corner to lot N^o 3. thence connecting the course north 81^o east 286¹/₂ poles to a stake and corner to Robert Malone; thence north 20^o west 82 poles to a stake, another corner of said Malone lot; thence south 81^o west 250¹/₂ poles to corner of lot of five acres sold by George Stewart and John Crahood; thence south 11^o 43' east 39¹/₂ poles to a stake in the center of the road leading from Marysville to Newton; thence with said road north 74^o west 25¹/₂ poles to a stake and stone; thence S. 11^o 45' E. 52 poles to the beginning containing 140 acres, more or less.

Also, one other tract of land, being part of Survey N^o 4265 in Union County, Ohio, and in Taylor Township.

Beginning at the east corner of the 196 acres sold by James Hornbeck to George Stewart June 19th, 1852 and in the east line of the Survey; thence with the Survey line north 10^o west 82 poles to a stake; thence south 20^o east 82 poles to a

6279

Motion
6279

stake in the beginning. The dollars per twenty-six terms. The State of Ohio Union County. The of the ann in the "M tion in the with Decem January 18 After was filed a Walter C. Ann M. The Court December that she for the sta of the jud in the S with the stay of ede

Attest
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stake in the south-east line of the Stewart lot; thence to the beginning containing about thirty acres.

The first tract is appraised at thirty-five ²/₃ or one-third dollars per acre. The second tract is appraised at twenty-six and two-thirds dollars per acre.

Terms of Sale, Cash.
The State of Ohio,
Union County, ss: |

W^m L. Snodgrass, 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 December 13th, 1893.

H. O. Shearer,

Sworn to and subscribed before me, this 13th day of January 1894. (Seal) R. M^r Leroy, Clerk.

Afterward, on the 13th day of December A. D. 1893, a Motion was filed with the Clerk of said Court, to wit:

Walter C. Pullington, Plaintiff
vs.

Union Common Pleas,
Motion to Quash Execution.

Ann M. Pilcher et al. Defendants

Now comes the said named defendant and moves the Court to quash the writ of execution issued in this case December 12th, 1893.

For grounds of this motion she says that she has given Bond with good and sufficient sureties for the stay of execution and all proceedings in execution of the judgment in this case pending her petition in error in the Supreme Court of Ohio.

Bond has fully complied with the Statute in every respect so as to entitle her to a stay of execution as aforesaid before said writ was issued.

J. B. Cole, Defendants Attorney.

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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 September, to-wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety three. Be it remembered that, heretofore, to-wit, on the 3rd day of July, A. D. 1893, Wesley Elliott filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Callie A. Elliott, to-wit:

Petition
65-60

Wesley Elliott, Plaintiff
vs.
Callie A. Elliott, Defendant. | The State of Ohio,
Union County, ss: To the Court of Common Pleas,
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.

In the month of October, 1888 he was married to the defendant, and has faithfully performed the duties of a husband.

Regardless of her duties as a wife, the said defendant has been guilty of gross neglect of duty as follows: The plaintiff provided a home for himself and wife and industriously labored for their common support. In the month of March, 1891, the defendant refused to further perform any of her household duties, and refused to treat the plaintiff as a husband, and shortly after abandoned her home with plaintiff and has ever since refused to live with plaintiff or in any manner to perform the duties of a wife thus breaking up the plaintiff's home.

Wherefore the plaintiff prays that he may be divorced from the defendant and have all proper relief.

J. L. Cameron, Attorney for Plaintiff.

To the Clerk:
Issue a Summons and copy of petition to the Sheriff of Union County for defendant.
Filed July 3rd, 1893.

Afterward, on the 3rd day of July, A. D. 1893, 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 hereby commanded to notify Callie A. Elliott that Wesley Elliott has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on her) charging her with gross neglect of duty 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 17th day of July, A. D. 1893.
Witness my signature as

Receipt
65-60

Clerk of said Court

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| Service | 50 |
| Copy | 10 |
| Mileage | 76 |
| Return | 10 |
| Total | 156 |

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Entry
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Clerk of our said Court of Common Pleas, and the seal of said Court, at Marysville this 3rd day of July A. D. 1893.

R. M. Leroy, Clerk.

And, on the 13th day of July, 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 | 50 |
| Copy | 10 |
| Mileage | 76 |
| Return | 10 |
| Total | 136 |

Received 4 o'clock P. M. on the 3rd day of July A. D. 1893 and on the 12th day of July A. D. 1893, I served the same by delivering personally, a true copy thereof with the endorsements thereon, also the petition to the within named Callie A. Elliott

W. M. Snodgrass, Sheriff.

Afterward, on the 25th day of September, A. D. 1893, an Entry was made on the Journal by the Clerk of said Court.

Herley Elliott

Journal 16, Page 452.

Callie A. Elliott

This day came the plaintiff by his attorney and submitted this cause to the Court upon the petition and evidence. On consideration whereof the Court being fully advised in the premises finds that due and legal notice of the filing and pendency of the petition in this cause has been given to the defendant for more than six weeks prior to the beginning of this Term of Court.

The Court further find that the plaintiff has correctly stated the fact in his petition in regard to his residence and marriage.

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

It is therefore considered and decreed by the Court that the marriage relation heretofore existing between the parties be and the same is set aside and wholly annulled, and both parties released from the obligations of the same.

It is ordered that the plaintiff pay the cost hereof taxed at \$- - -.

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 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 15th day of January in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to wit, on the 15th day of August 1892, Henry Evans filed the following Transcript with the Clerk of said Court, to wit:

Transcript

Henry Evans, Plaintiff
vs.
Dogan Green, Defendant
Before W^m King Justice of the Peace
No. 63. Amount claimed \$15.⁰⁰

June 25th, 1892, the plaintiff filed his bill of particulars which is in substance as follows: The plaintiff asks judgment for the amount of fifteen dollars on Book Account for service of horse on or about May 1st, 1891.

June 25th, 1892, I issued summons on that date for the appearance of the defendant at my office at 1 o'clock P. M. July 5th, 1892, and delivered same to Robert Turner, Constable.

June 28th, 1892, Summons returned endorsed as follows: Received July 5th, 1892, served same by leaving certified copy with him. Fees. 95[¢]. Robert Turner, Constable.

June 28th, 1892, I issued subpoenas for A. Beck and Charles Dunningan and delivered same to R. Turner, Const.

June 29th, 1892, Subpoena returned endorsed as follows: Served same by leaving certified copies. Fees \$1.⁴⁰

July 5th, 1892, parties met for trial the defendant demanded jury trial thereupon I issued venire for jury trial and trial is hereby adjourned until Friday July 22nd, 1892, at One o'clock P. M. V venire for the following Jury was issued and delivered to Robert Turner, Constable.

Wesley Hall, W^m Lowe, Simeon De Witt, Henry Liggett, J. N. Schoppert, Edward Moore.

July 16th, 1892, I issued Subpoenas for Chas. Friend and Henry Adams and delivered same to R. Turner, Const.

July 16th, 1892, I issued Subpoenas for the following witnesses: B. Green, Emmett Hill, Benj. Morey, D. Moore, Oscar Winn, Clem. Kirby, A. B. Green, H. Adams and delivered same to defendant.

July 22nd, 1892, Summons for Henry Adams and Chas Friend returned endorsed as follows: Served same by leaving certified copy with them. Fees. \$1.³⁰ R. Turner, Constable.

July 22nd, 1892, issued Subpoenas for Amrey Bell and delivered to R. Turner, Constable.

July 22nd, 1892, Subpoena returned endorsed as follows: Served by leaving certified copy. Total 95[¢] R. Turner, Const.

July 22nd, 1892, One o'clock P. M. the time set for trial both parties appeared, and the following Jurors were sworn and empaneled: J. N. Schoppert, H. H. Liggett, Simeon De Witt, Wesley Hall, W^m Lowe, Edward Moore.

July 22nd, 1892, defendant filed the following claim for

Appeal Undertaking

Petition

64 12

damages for services foal throug stallion was distr use of his judgment. The Chas. Dunningan After were sworn H. Moore Sherman Aft charge of Verdict; Wh I cer may docket Wh Logan Green Evans on Pleas of V Magnetic said Doge the said on the ap costs and appellants Henry d Ex proved the Af was filed Henry Evans Logan Green Upon an May 1st To serv The said acc interest th ment.

damages. Defendant says, that the Account filed here is for services of stallion that the mare served failed to become in foal though defendant returned her several times to plaintiff's stallion until the latter part of July 1891. That said stallion was destroyed by fire August 12th 1891, that defendant lost the use of his mare to his damage of fifty dollars for which he asks judgment.

A. B. Green.

The following witnesses were sworn for plaintiff: A. Beck, Chas. Donnegan, Chas. Friend, Amey Bell, Henry Adams.

After the above witnesses gave testimony the following were sworn for defendant: B. Green, Emmitt Hill, Benj. Morey, H. Moore, Oscar Winn, Clem Kirby, A. B. Green, Geo. De Witt, Sherman Morey.

After hearing all the evidence the Jury retired in charge of Constable, and upon returning gave the following verdict: "We the Jury do find in favor of the defendant"

J. N. Schoppert, Foreman.

Whereupon defendant paid Jurors 50 per Juror. Mont. 23rd

I certify this to be a true transcript as it appears on my docket.

Wm King, J. P.

Whereas, on the 22nd day of July A. D. 1892, the said Logan Green obtained a judgment against the said Henry Evans on the docket of Wm King J. P. for fifteen dollars, Henry Evans intends to appeal therefrom to the Court of Common Pleas of Union County.

Now, therefore, I, E. A. Bell of Magnetic Springs do hereby promise and undertake to the said Logan Green in the sum of One hundred dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue: and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

E. A. Bell.

Executed and acknowledged before me, and surety approved this 28th day of July 1892.

Wm King, J. P.

Afterward, on the 2nd day of December A. D. 1892, a Petition was filed with the Clerk of said Court, to wit:

Henry Evans, Plaintiff
vs.
Logan Green, Defendant

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

The plaintiff says: That this his action is founded upon an Account, of which the following is a copy:

"May 1st 1891. Logan Green, Dr. To Henry Evans.
To service of horse - - - \$15⁰⁰"

There are no credits or set-off against the same. There is due from the defendant to the plaintiff on said account the sum of fifteen dollars with six per cent. interest thereon from May 1st 1891 for which plaintiff asks judgment.

H. T. Hoopes, & John M. Brodrick, Atty. for Plff.

Appeal

Undertaking

Petition

6412

The State of Ohio,
County of Union ss:

Henry Evans, the plaintiff, being sworn makes oath that the facts stated in the foregoing petition are, as affiant believes, true.
Henry Evans.

Sworn to by said Henry Evans before me and signed by him in my presence this 2^d day of December A. D. 1892.
(Seal) Burnham C. Bales, Notary Public,
Union County, Ohio.

Afterward, on the 3^d day of April A. D. 1893, an Answer was filed with the Clerk of said Court, to wit:

Answer

Henry Evans, Plaintiff
vs.
Bogan Green, Defendant
Court of Common Pleas,
Union County, Ohio.

6.4.13

The defendant now comes and for his answer herein says: He denies each and every allegation in the plaintiffs petition. For a further defense he says that the claim of the plaintiff was for the service of a stallion in 1891 and that by the terms of said service the plaintiff undertook to and did insure the mare of this defendant served by the stallion of the plaintiff to become in foal and that the foal would stand up and suck.

The defendant says that his said mare did not become in foal by said service in the season of 1891 though he returned her to the plaintiffs stallion twice after the first service in 1891.

Defendant asks to recover his costs herein.
State of Ohio,
Union County, ss:

Bogan Green being duly sworn says the facts stated and allegations in his foregoing answer are as he verily believes true.
Bogan Green.

Sworn to before me and signed in my presence this 3^d day of April 1893.
(Seal) R. M. Leroy, Clerk.

Afterward, on the 23^d day of September A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:

Reply

Henry Evans, Plaintiff
vs.
Bogan Green, Defendant
In the Court of Common Pleas,
Union County, Ohio.

6.4.13

And now comes the said plaintiff and for reply denies each and every allegation in said answer of said defendant herein filed, except that said claim was for the service of a stallion.

N. J. Hoopes
John M. Brodrick, Attys. for Plaintiff

The State of Ohio,
County of Union ss:
Henry Evans the plaintiff being sworn makes oath that the facts stated in the foregoing reply are, as affiant believes, true.
Henry Evans.

Sworn to by said Henry Evans before me and signed

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Bosco Pott

by him in my presence this 23^d day of September A.D. 1893.

Burham C. Bales, Notary Public.

Afterward, on the 25^d day of January A.D. 1894, an entry was made on the Journal by the Clerk of said Court.

Henry Evans

vs.

Journal 16, Page 510.

Bogan Green

This day again came the parties by their Attorneys, and it appearing that James M. Rawlins, one of the Jurors is unable by reason of sickness to further attend this trial, and the remaining eleven Jurors heretofore impaneled and sworn, now coming the trial proceeded by consent of both parties, and the Jury after hearing the charge of the Court retired to their room in charge of the Sheriff for deliberation.

And now comes the said Jury into open Court with their verdict in writing, signed by their foreman and say that the Jury, being duly impaneled and sworn find the issue in this case in favor of defendant.

John Gray, Foreman.

Afterward, on the 2^d day of February, A.D. 1894, an entry was made on the Journal by the Clerk of said Court.

Henry Evans

vs.

Journal 16, Page 525.

Bogan Green

The Jury in this action having on a former day of this term, rendered a verdict for the defendant, and no motion for a new trial having been made; It is therefore considered by the Court that the said defendant go hence without day, and recover from the plaintiff his costs herein expended and taxed to \$ - - . And that plaintiff be adjudged to pay his own costs taxed at \$ - - and execution is awarded therefor.

Attest
R M Gray
Clerk

Clerk 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 15^d day of January, in the year of our Lord one thousand eight hundred ninety-four.

Be it remembered that, heretofore, to-wit, on the 15^d day of August A.D. 1893, Deva Potts filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Bosco Potts to-wit:

Deva J. Potts, Plaintiff

vs.

Bosco Potts, Defendant

Union County, Ohio,
Court of Common Pleas.

Petition

6581

Your petitioner says she has been a resident of the State of Ohio and Union County for more than a year last past.

She further says that on the 3rd day of November A.D. 1886 at the County of Union Ohio, she was lawfully married to the defendant whom she prays may be a party hereto.

She further says that she has always conducted herself toward the defendant as a faithful and frugal wife attending to all of the duties of a wife in a faithful and strict manner.

Yet he disregarding his duties as a husband has been guilty of gross neglect of duty and willful absence for more than three years last past.

That during their married life they had born to them one child Daria Alma Potts born April 22nd 1889.

That she has had the custody, care and maintenance of said child during the absence of said defendant for the last three years.

Said defendant is the owner of one undivided $\frac{1}{4}$ interest in 65 acres of land with a life courtesy of George W. Potts now about 60 years of age, said real estate is worth about \$3000.

She therefore asks for a complete divorce upon the final hearing of this case and the custody, care and control of said infant Daria Alma Potts, and that she recover reasonable alimony off the defendant for the support of herself and child and for all proper relief in the premises.

Dera J. Potts, by J. M. Kennedy her Atty.

Craicife To the Clerk:

6581

Issue Summons and copy of Petition directed to Sheriff Union County for Dorco Potts, indorsed 'Divorce, & custody of child & Alimony prayed for.

Filed August 15th 1893. J. M. Kennedy.

Afterward, on the 15th day of August A.D. 1893, 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 Dorco Potts that Dera J. Potts has filed in the office of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with absence and neglect, and asking that she be divorced from him, and that she have custody of child and alimony and 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 28th day of August A.D. 1894.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 15th day of August A.D. 1893.

(Seal)

R. M. Leroy, Clerk.

Indorsed: 'Action for Divorce, Alimony, & custody of child prayed for.

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| Return | 25 5 |
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And on the 19th day of August A. D. 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 | 15 |
| Mileage | 3 87 |
| Return | 25 |
| Total | 4 27 |

Received 11 o'clock A. M. on the 17th day of August A. D. 1893 and on the 18th day of August A. D. 1893, I served the same by going to his former place of residence with a true copy of this writ, also a copy of the petition and found the within named Losco Potts does not reside in Union County.

W^m A. Snodgrass, Sheriff.

Affidavit

Afterward, on the 25th day of September A. D. 1893, an Affidavit for Publication was filed with the Clerk of said Court, to wit:

6581

Deva Potts, Plaintiff

vs.

Union County, Ohio.

Losco Potts, Defendant

Court of Common Pleas.

Deva Potts being first duly sworn says that service of summons cannot be made upon said defendant Losco Potts in the State of Ohio. That the residence of the said Losco Potts is unknown to her and that she has been unable to ascertain the same by reasonable diligence, and that the case is one provided by Statute for publication in the State of Ohio.

Deva J. Potts.

Sworn to and subscribed by Deva Potts before me this 25th day of September A. D. 1893.

R. M. Crony, Clerk

(Seal) By W. W. Winger, Deputy

Proof of Publication

6581

Afterward, on the 1st day of November A. D. 1893, a Proof of the Publication was filed with the Clerk of said Court, to wit: Deva Potts, Plaintiff

vs.

Court of Common Pleas,

Losco Potts Defendant

Union County, Ohio.

Losco Potts, whose place of residence is unknown to the plaintiff, will take notice that on the 15th day of August A. D. 1893, the said plaintiff filed her petition in said Court N^o 6581, against said Losco Potts, charging said Losco Potts with gross neglect of duty and wilful absence for more than three years.

The prayer of said petition is for divorce and reasonable alimony and custody of their minor child.

Said cause will be for hearing after six weeks publication of this notice.

J. M. Kennedy, Attorney for Deva Potts.

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 September 27th 1893.

H. O. Shearer

Sworn to and subscribed before me, this 1st day of November 1893. (Seal) R. M. Crony, Clerk.

Entry
6581

Afterward, on the 15th day of January, 1894, an entry was made on the Journal by the Clerk of said Court.
Dena Potts
vs.
Cosco Potts. | Journal 16, Page 493.

This day this cause came on for hearing upon the petition of the plaintiff the defendant being in default for answer or demurrer and the Court having heard the testimony do find for the plaintiff - - 1. That the parties were duly married as stated in the petition.
2. That service was duly had upon the defendant in this case by publication in the Marysville Tribune a paper of general circulation in said County.
3. That the defendant has been wilfully absent from the plaintiff for more than three years.
4. That he is the owner of one fourth in 65 acres of land in said County subject to the life estate of George W. Potts, in York Township of Union County.

It is therefore decreed, ordered and adjudged by the Court that said parties be divorced and that each party be released from the obligations thereof, and that the plaintiff have the custody, care, education and control of their infant child Alma Potts.

And it is further adjudged, ordered, and decreed by the Court that the plaintiff recover the defendant four hundred dollars alimony in this case and her costs herein expended and that the same be made a lien on said one fourth interest in 65 acres of land.

Attest
R M Levy
Clerk

Continued on page 569.

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 15th day of January in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that, heretofore, to-wit, on the 10th day of November A. D. 1893, Dena C. Hays filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Herbert R. Hays, to-wit:

Dena C. Hays, Plaintiff
vs.
Herbert R. Hays, Defendant | Court of Common Pleas,
Union County, Ohio.

The plaintiff says: That she has been a resident

Petition
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of the State of Ohio for the year last past, and is at present a bona-fide resident of said County of Union.

That on, or about the 19th day of August 1892, at Marysville, in said County of Union, and State of Ohio, she was married to the defendant, and she has ever since conducted herself toward the said Herbert R. Bays, as a faithful and obedient wife. That the defendant disregarding his marital duties as a husband, has been ever since said marriage guilty of gross neglect of duty toward the plaintiff, to wit: he has refused to furnish her with any money, or with any clothing, or with any means whatever for her support and maintenance. That while she stood in great need of certain articles of clothing, and requested the defendant for money to purchase the same, he absolutely refused and neglected to furnish her with the necessary articles of clothing, or the means to purchase the same. He furnished her with nothing whatever, for her support since her marriage.

II Plaintiff further says, that the defendant further regardless of his marital duties as a husband toward the plaintiff, has been guilty of extreme cruelty toward the plaintiff, in this, to wit: the plaintiff was seriously ill from the 27th day of December 1892, and continued so ill and sick, and confined to her bed from said last named date for about the period of three (3) months, and was, because of said sickness, confined to the house for about the period of five months. That while she was suffering through this period of sickness, she was at her father's house, and while the defendant resided in Galion, Ohio, he visited the plaintiff a portion of the time during her illness, and while the plaintiff was still confined to her bed, not able to sit up, the defendant would curse and abuse her, and use profane language toward her without any cause whatever, and at one time, without any cause, became so enraged toward the plaintiff that he threw a book at her across the room, and struck her near the temple.

This abuse he would frequently indulge in, but always when he was alone with the plaintiff in her sick chamber. That about the month of February 1893, and when the illness of the plaintiff was so great that serious doubts were entertained by her friends of her recovery, the defendant, about seven o'clock in the evening, was requested to go for medical aid. He went, but did not come back with either a physician or medicine until the hour of midnight and then was so drunk that he had to be aided into the house, and was in such a condition that he did not deliver the medicine until the next morning. And because of this cruelty, negligence, and drunkenness, on the part of the defendant, the plaintiff had to be placed under the

influence of opiates to ease her from her pains of body. The result of such carelessness endangered the life of the plaintiff.

The plaintiff therefore prays that she may be divorced from the said defendant Herbert R. Hays, and that said marriage contract be annulled.

And the plaintiff further prays that she be restored to her maiden name of Lena E. W. Cloud, and that she have such other and further relief as in law and equity she is entitled to.

Porter & Porter, Attorneys for the Plaintiff Lena E. Hays.

The plaintiff, Lena E. Hays, being sworn, makes oath that the facts stated in the foregoing petition are true as she believes.

Sworn to by Lena E. Hays, the plaintiff, before me, and signed by her in my presence this 10th day of November A. D. 1893. (Seal) R. M. Leroy, Clerk.

Procipe To the Clerk:

Issue a Summons, which, together with a copy of the petition, send to the Sheriff of Crawford County at Bucyrus, Ohio, returnable according to law. Endorse on said Summons, "Divorce prayed for, and restoration to maiden name", and endorse "Funds Deposited." November 10th, 1893. Porter & Porter, Attorneys for Plaintiff.

Afterward, on the 10th day of November A. D. 1893, a Summons was issued by the Clerk of said Court, to wit: The State of Ohio,

Union County, ss: To the Sheriff of Crawford County:

You are commanded to notify Herbert R. Hays that Lena E. Hays 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 asking that she be divorced from him and that she be restored to her maiden name of Lena E. W. Cloud and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ.

You will make due return of this summons on the 20th day of November A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Mansville this 10th day of November A. D. 1893. (Seal) R. M. Leroy, Clerk.

Endorsed: Action for Divorce and restoration to maiden name. Funds Deposited

And on the 20th day of November A. D. 1893, the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

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| Service | 60 |
| Copy | 30 |
| Mileage | 2 72 |
| Docket | 15 |
| Return | 30 |
| Total | 4 07 |

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Summons 6.6.19

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| Service | 60 | Received 3 o'clock P.M. on the 11 th day of November A.D. 1893, and on the 15 th day of November A.D. 1893, I served the same by leaving a true copy thereof with endorsements thereon together with a copy of the petition at Herbert R. Hays usual place of residence he being temporarily absent. |
| Copy | 30 | |
| Mileage | 2 72 | |
| Docket | 15 | |
| Return | 30 | |
| Total | 4 07 | |

L. P. Birk, Sheriff.

Afterward, on the 15th day of January, A.D. 1894, an entry was made on the Journal by the the Clerk of said Court, to wit: Dena E. Hays

Entry 6.619

vs. Herbert R. Hays

Journal 16, Page 494

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

The Court also find that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of 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, as charged in plaintiff's petition, and that by reason thereof, the plaintiff is entitled to a divorce, as prayed for.

It is therefore ordered, adjudged, and decreed by the Court, that the marriage contract heretofore existing between the said Dena E. Hays and the said Herbert R. Hays, be, and the same is hereby dissolved and annulled and both parties are released from the obligations of the same.

And it is further ordered, adjudged, and decreed, that the plaintiff be, and she hereby is restored to her maiden name of Dena E. M^{rs}. Cloud.

It is further considered by the Court that the said plaintiff pay the costs of this proceeding taxed at \$--

It is further found by the Court that the parties hereto have settled all questions of alimony, and all questions of any dower right of the wife in any real estate, or personal property, which the husband now has, or may hereafter acquire or obtain.

The Court therefore orders, and adjudges, that the plaintiff be precluded and estopped from claiming any interest in any real estate of the defendant as dower, alimony, or otherwise, and in all personal property or estate, which the defendant now has, or may have at any time in the future.

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 15th day of January in the year of our Lord one thousand eight hundred and ninety-four. Be it remembered that, heretofore, to-wit, on the 11th day of November A. D. 1893, Devina Bowdre filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Benjamin F. Bowdre to-wit:

Petition

Devina Bowdre, Plaintiff

Court of Common Pleas,
Union County, Ohio.

Benjamin F. Bowdre, Defendant.

6620

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

That on or about the 15th day of December 1887, at the village of Marysville in said County, and State of Ohio, she was married to the defendant, and she has ever since conducted herself toward the said defendant as a faithful and obedient wife.

That the defendant disregarding his duties as a husband, has been guilty of gross neglect of duty toward the plaintiff in this to-wit: that ever since their said marriage he has neglected to furnish her with suitable and proper clothing, so much so, that during their married life she has frequently suffered for the want of the necessary clothing to keep her body comfortable.

And although he was frequently requested by the plaintiff to furnish her with the necessary clothing, or the means for her to purchase the same, he would neglect and refuse to furnish either the means or the clothing.

And defendant neglected and refused to furnish bedding sufficient to keep the plaintiff comfortable and warm.

The plaintiff and defendant made their home on twenty-six acres of ground owned by the plaintiff, and the only food and provisions for her support were realized from her own little homestead and property.

And although plaintiff owned, and was possessed of some little property of her own such as a lot of hogs that were raised from her own stock, and some grain that was raised on her little place, her husband with the possible exception of one year, would sell and dispose of her hogs, grain &c, and refused to account to, or to pay her for the same, or any part thereof.

And as plaintiff is informed and believes and charges that the defendant has willfully committed waste upon said little farm, by hauling parts from her place on to a twenty-three acre tract of his own adjoining plaintiff's twenty-six acres.

And he has as plaintiff is informed and charges cut from her place valuable timber, and all without her consent; and he has taken lumber of hers and other building material belong-

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The defenda out of his property a granted i ed a lien and that selling, dis

ing to her, and removed them off her place without plaintiff's consent. And she has given the defendant money to pay the taxes on her place, and instead of paying her taxes with the money, he used the money himself, and thereby caused her little farm to become delinquent for non-payment of taxes.

The plaintiff has now nothing left except her little place of twenty-six acres, and some household furniture that belongs to her, and about twenty-eight turkeys and a few chickens and a few shocks of corn is about all the property that she now has of her own, and which has not been disposed of by the defendant.

The defendant was a bachelor when the plaintiff married him, and has no family of his own, and no one but himself to support, and he is possessed of some property, to wit: he owns about twenty-three acres of land which is described as follows: Situate in Dover Township, Union County, Ohio, and in Survey N^o 5862. Beginning at a stone corner of or to a stake: thence S. 9 by N. 42¹/₂ poles to a stone: thence N. 9 - N. 47 poles to the beginning containing 12¹/₂ acres more or less.

Also one other tract of land situate in said township of Dover, County of Union, and State of Ohio, and in Survey N^o 5862, and described as follows: Beginning at a stone N. N. corner to the lot above described: thence N. 81 - N. 40 poles to a stone in the Green road: thence S. 9. 42¹/₂ poles to a stone: thence N. 9 - N. 1 pole to a stone: thence N. 81 E. 21³/₄ poles to a stone: thence N. 9 - N. 41¹/₂ poles to the beginning containing 10¹/₂ acres more or less.

Being the same land conveyed to the said defendant by William Mitchell, and found recorded in Vol. 42. Page 337 in the Union County Record of Deeds.

The defendant has moved off the little farm of the plaintiff thirteen head of hogs, to wit: six head of fat hogs, and seven head of stock hogs which are all descended from stock hogs of the plaintiff, and which hogs plaintiff is threatening to sell and dispose of, and will sell unless restrained by the Injunction of this Court.

The defendant also owns a team of horses consisting of two gray mares and also owns two colts, which are yet sucking colts.

The plaintiff therefore prays that she may be divorced from the defendant, and that she have reasonable alimony granted to her against the defendant, that her own property be restored to her free from all interference by the defendant, that the alimony granted to her may be out of his real-estate above described, and out of his personal property above described, and that any order for alimony granted in money by the Court may be declared, and ordered a lien upon his said property, both real and personal, and that the defendant be enjoined and restrained from selling, disposing of, or encumbering any of his property,

whether real or personal until this case is heard upon its merits. And the plaintiff asks such other and further relief as may equitably she is entitled to.

Porter & Porter, Attorneys for Plaintiff
The plaintiff, Lovina Bowdre, being duly sworn makes oath that the facts stated in the foregoing petition are true.

Lovina X Bowdre
Sworn to by Lovina Bowdre before me, and signed by her in my presence this 11th day of November A.D. 1893.
(Seal) R. M. Leroy, Clerk of Court.

Writ

To the Clerk:
Issue a Summons against the defendant together with a copy of this petition directed to the Sheriff of Union County, returnable according to law. Endorse: Action for Divorce & Alimony, and Injunction allowed.
November 11th, 1893.

An Injunction is hereby granted as prayed for by the plaintiff, in the within petition, until the further order of the Court of Common Pleas. The defendant is herein enjoined from selling, disposing of or encumbering any of his property as described by plaintiff. And is further enjoined from interfering with the plaintiff, or her property, until the merits of this case is heard, or until the further order of Court.

And the plaintiff is allowed said Injunction without the execution of an Injunction Bond.
November 11th, 1893. (Seal) Leonidas Piper, Probate Judge.

Entry

6620

Afterward, on the 11th day of November A.D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:
Lovina Bowdre, Plaintiff
vs.
Benjamin F. Bowdre, Defendant
Before the Probate Judge, Saturday 11th Nov. Motion for Temporary Injunction in the Court of Common Pleas. Union County, Ohio. J. 16. P. 464.

And now, on this 11th day of November 1893, came the plaintiff, by Porter & Porter her attorneys; and it being made to appear that there is at this time no Common Pleas, Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff Lovina Bowdre and the affidavit therein filed, and after hearing the argument of counsel, being fully advised in the premises, it is considered and ordered that a temporary injunction be, and the same hereby is, allowed in this case to restrain the said defendant from selling, disposing of or encumbering any of his property whether real or personal until this cause is heard upon its merits as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed without Bond.
(Seal) Leonidas Piper, Probate Judge.

Summons

6620

After was issued. The State of Union, Ohio. You are hereby notified that Lovina Bowdre Court of Common Pleas petition (a copy served on her) asking the Court of said County service of the summons. This

(Seal)

Endorsed: And of said County which

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| Service | 25 |
| Copy | 15 |
| Mileage | 20 |
| Return | 25 |
| Total | 85 |

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Entry

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the answer withdrawn Court find had been preceding the of this Court ried, as in The that the and that as prayed It is that the said Lovina same hereby the obligat Als

Summons

Afterward, on the 11th day of November A. D. 1893, a Summons was issued by the Clerk of said Court, indorsed, to wit:

6620

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

You are commanded to notify Benjamin F. Bowdre that Lovina Bowdre has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with gross neglect of duty, and asking that she be divorced from him for other proper relief.

Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 20th day of November A. D. 1893.

Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansville, this 11th day of November A. D. 1893.

Endorsed: Action for Divorce & Alimony & Injunction allowed.

And on the 15th day of November A. D. 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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| Service | 25 | Received 10 o'clock A. M. on the 13 th day of November A. D. 1893, I served the same by delivering a true copy thereof of this writ with the endorsements thereon together with a copy of the petition to the within named Benjamin F. Bowdre personally. |
| Copy | 15 | |
| Mileage | 20 | |
| Return | 25 | |
| Total | 85 | |

Wm. G. Snodgrass, Sheriff.

Afterward, on the 1st day of February A. D. 1894, an Entry was made on the Journal by the Clerk of said Court, to wit:

Entry

Lovina Bowdre,
vs.
Benjamin F. Bowdre
Journal 16, Page 5-23.

6620

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

The Court further find, upon the evidence adduced, that the defendant has been guilty of 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 Lovina Bowdre and Benjamin F. Bowdre be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

Also the Court find that the plaintiff is the owner

of the following described real estate, not heretofore disposed of to wit: the tract of thirty acres, on which she now resides in Dover Township, Union County, Ohio, and the same is hereby restored to her divested of all and every claim, title, and interest by curtesy, dower or otherwise of her said husband.

It is further ordered and adjudged that said plaintiff have, possess, and enjoy, as and for alimony, the following personal property, with the right to use, sell, or dispose thereof at her pleasure thereof, to wit: all her wearing apparel, and all the household and kitchen furniture now in possession of plaintiff except what belonged to defendant before said marriage: one pig, the covered buggy and one-half the straw now situate on said premises. It is further ordered by the Court that the said defendant recover from the said plaintiff his costs herein expended, and execution is awarded.

And the land of said defendant owned by him before marriage to plaintiff shall be held by free from any expectancy of dower on the part of plaintiff.

Attest
R. M. Crony
Clerk

Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of January, to wit, on the 15th day of January in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to wit, on the 20th day of November A. D. 1893, Robert Martin filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary Martin, to wit:

Petition

6622

Robert Martin, Plaintiff
vs.
Mary Martin, Defendant
In the Court of Common Pleas,
Union County, Ohio.

The plaintiff, Robert Martin, says: That he is an actual resident of said Union County; and that he has been a bona fide resident of the State of Ohio, continuously, for one year, and more, last past; and that he and the said defendant Mary Martin were married to each other on or about the 29th day of March A. D. 1889, at the town of Marysville, in the County and State aforesaid.

The said plaintiff further says for cause of divorce against the said defendant, that on the 17th day of May A. D. 1892 said defendant was guilty of gross neglect of duty toward said plaintiff in this, to wit: On the date last aforesaid said defendant willfully, and without cause abandoned said plaintiff and has ever since failed and

refused to be plaintiff's wife by said plaintiff has been plaintiff's maintenance, of plaintiff's regard of plaintiff's in and co-intercourse. Henry D. has declared affection for the plaintiff.

And disposes said defendant from the hands of

Attest
for Publication
Robert M.

Affidavit

6622

Mary Martin
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refused to live with plaintiff, or do and perform her duties as plaintiff's wife, though often requested and importuned so to do by said plaintiff. Said plaintiff further says said defendant has been further guilty of gross neglect of duty towards plaintiff in this, to wit: Before, and ever since, said abandonment of plaintiff by said defendant, defendant in total disregard of her marital duty to plaintiff did, and has engaged in and carried on, by the use of public mail, and by personal intercourse, an illicit and immoral correspondence with one Henry Downs, in which said correspondence said defendant has declared the entire alienation and loss of her love and affection for said plaintiff, and the ardent and complete betrothal thereof upon the said Henry Downs.

Wherefore plaintiff has suffered deep humiliation and disgrace, and the loss of the affection and society of the said defendant.

Therefore, said plaintiff prays that he may be divorced from the said defendant, and that he may receive at the hands of the Court such other relief as is proper.

Robert Martin, Plaintiff.

Afterward, on the 20th day of November A. D. 1893, Affidavit for Publication was filed with the Clerk of said Court, to wit:

Robert Martin Plaintiff

In the Court of Common Pleas
Union County, Ohio.

Mary Martin, Defendant

Robert Martin, the above named plaintiff swears that service of Summons and a copy of the petition herein cannot, to the best of his knowledge and belief, be made within this State upon the said defendant Mary Martin; and that he has made diligent search and inquiry to learn the residence of said defendant but has failed to learn same; and that this action is brought by said plaintiff against said defendant in said Court for divorce according to the Statute in such case made and provided, and further saith not.

Robert Martin.

Subscribed and sworn to before me this 20th day of November A. D. 1893. (Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 23rd day of January A. D. 1894, Proof of the Publication was filed with the Clerk of said Court.

Legal Notice

Mary Martin, whose place of residence is unknown, will take notice that on the 20th day of November A. D. 1893, in the Court of Common Pleas of Union County, Ohio, where the action is now pending, being cause N^o 6622, she undersigned Robert Martin filed his petition against said Mary Martin, praying divorce from said Mary Martin on the ground of gross neglect of duty. The said Mary Martin is required to answer the petition in said action not later than six (6) weeks after the 22nd day of November

Affidavit

6622

A. D. 1893, the date of the first publication of this notice, or such divorce may be granted.

Robert Martin.

The State of Ohio,
Union County, ss: |

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with November 22^d, 1893.

W. O. Shearer.

Sworn to and subscribed before me this 23^d day of Jan. 1894. (Seal) R. M. Leroy, Clerk.

Afterward, on the 25^d day of January A. D. 1894, an Entry was made on the Journal by the Clerk of said Court.

Robert Martin

Journal 16, Page 511.

Entry

or
Mary Martin

6622

Now comes the plaintiff, Robert Martin, and, by Attorney offered proof of publication of the pendency and prayer of the petition herein, and the Court finding said publication and proof in all respects regular and according to law, do hereby approve the same. And the defendant Mary Martin having been thus legally summoned by publication, and having failed to appear, the Court find her in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by her to be true.

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

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

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

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

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Petition

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Affidavit

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Ninth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of January, term, on the 15th day of January in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that, heretofore, to wit, on the 12th day of December A. D. 1893, Alpharetta Dumph filed in the Clerk's Office of the said Court of Common Pleas the following Petition against French Dumph to wit:

Alpharetta Dumph, Plaintiff. | Common Pleas,
or, | Union County, Ohio.
French Dumph, Defendant

Plaintiff has been a resident of the State of Ohio, for the year last past and has a bona fide residence in the County of Union. On or about August 27th, 1891, at Urbana Champaign County, Ohio, she was married to the defendant.

Defendant for more than a year last past has failed and willfully neglected to provide plaintiff with the common necessaries of life so that the plaintiff has been compelled to live upon the charity of friends and her own exertions because of his idleness profligacy and dissipation.

Defendant has been guilty of habitual drunkenness for two years last past and more. Defendant was on the 25th day of September 1893 guilty of extreme cruelty toward the plaintiff in this, that he violently choked the plaintiff and threw her out of the door and down on the porch, also on or about April 1892 he struck the plaintiff in the face with his fist and about two or three days later struck the plaintiff with his fist in the eye bruising and blackening the same. He was drinking mostly all the time during their marriage and would expend plaintiff earnings for liquor. And was habitually under the influence of liquor and intolerably abusive. And finally left the plaintiff on October 17th, 1893 without any provisions whatever for her support, saying he would not return. Wherefore plaintiff prays that she may be divorced from the plaintiff and may be restored to her maiden name, and such other relief as is proper.

Alpharetta Dumph
J. B. Cole, Attorney for Plaintiff.

Afterward, on the 13th day of December A. D. 1893, Affidavit for Publication was filed with the Clerk of said Court, to wit

Alpharetta Dumph | In Union Common Pleas,
or, | State of Ohio, Union County, ss:
French Dumph

Personally appeared Alpharetta Dumph the plaintiff above named who being duly sworn says the residence of the defendant is unknown and could not with reasonable diligence be ascertained.

Alpharetta Dumph.
Sworn to and subscribed before me this 13th day of

Petition

6628

Affidavit

6628

December 1193.

A. H. Godwin, Notary Public in &c.
Union County, Ohio.

(Seal)

Proof of
Publication

French Dumph, whose place of residence is unknown, will
take notice that on the 12th day of December 1893, Alpharetta Dumph
filed her petition in the Court of Common Pleas, of Union County
Ohio, against said French Dumph, being cause number 6628
praying a divorce from said French Dumph on the grounds
of gross neglect of duty, drunkenness and extreme cruelty
that said cause will be for hearing on and after January 26th
1894.

Alpharetta Dumph.

J. B. Cole, Attorney for Plaintiff.

The State of Ohio,
Union County, ss:

The undersigned, being duly sworn, says that a copy
of the annexed notice was published for six consecutive weeks
in the Union County Journal, a newspaper of general circula-
tion in the County of Union, said publication beginning
with December 14th, 1893.

A. J. Hall.

Sworn to and subscribed before me this 30th day of Janu-
ary 1894.

(Seal) R. W. Leroy, Clerk.

Afterward, on the 30th day of January A. D. 1894, an entry
was made on the Journal by the Clerk of said Court, to wit:

Alpharetta Dumph

Journal 16, Page 517

Entry

vs.
French Dumph

6628

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

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

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

It is therefore ordered and adjudged that the
marriage contract heretofore existing between the said Alpha-
retta Dumph and French Dumph be and the same is
hereby dissolved and both parties are released from the
obligations of the same.

It is further ordered that the petitioner be and she
is hereby restored to her maiden name of -

It is further considered by the Court that the plain-

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Plaintiff pay the costs of this proceeding.

Attest
R. M. Brown
Clerk

Pleas continued and held at the Court House in Mansville, 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 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to-wit, on the 15th day of July A.D. 1893 Anna Uery filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Frank Uery, to-wit:

| | | |
|------------------|---|---|
| Petition 6564 | Anna B. Uery, Plaintiff vs. Frank Uery, Defendant | Court of Common Pleas, Union County, Ohio. |
|------------------|---|---|

Plaintiff has been a resident of the State of Ohio for the year last past, and has a bona fide residence in the said County of Union. On or about the 22nd day of January 1891 she was married to the defendant.

The defendant has in disregard of his marital duties been guilty of gross neglect of duty towards this plaintiff in that he has failed to provide the plaintiff with any necessaries of life since said marriage but ever since said marriage has left her to the charity of friends and her own labor for sustenance.

Second Cause of Action:

Plaintiff has been a resident of Ohio for more than the year last past and is now a bona-fide resident of Union County Ohio, and was married to the defendant on the 22nd day of January, 1891. That at the age of said marriage she was fourteen years and eleven months of age.

That on or about said day the defendant went to the Probate Judge of Delaware County, Ohio and by falsely representing the plaintiff to be of lawful and proper age to consummate a marriage contract, procured a marriage license to be issued for his marriage with plaintiff.

That the defendant then represented to and made this plaintiff believe at the time aforesaid that she could be sent to prison unless she married him, and that it would be right and lawful for her to marry said defendant.

Believing and relying on the defendant's said false and fraudulent statements they were married and lived together but a short time. There was no children born of said marriage. Wherefore plaintiff prays

that she may be divorced from the defendant and may be restored to her maiden name and that she may have decreed to her reasonable alimony and such other relief as is proper.

D. W. Ayers, Attorney for Plaintiff.

State of Ohio.

Union County, ss:

Anna B. Uery being duly sworn says the facts stated and allegations in her foregoing petition are as she believes true.

Anna B. Uery,

Sworn to before me and signed in my presence this 15th day of July 1893. (Seal) R. M. Leroy, Clerk of Court.

We are good for costs: D. W. Ayers, L. W. Miller

Affidavit

for Publication

Afterward, on the 15th day of July A. D. 1893, Affidavit for Publication was filed with the Clerk of said Court, to wit:

Anna B. Uery

6564

vs. Frank Uery

Court of Common Pleas, Union County, Ohio.

Anna B. Uery being first duly sworn says that service of summons cannot be made in this State on the defendant Frank Uery, and that his place of residence is unknown to plaintiff and that the cause is one of those mentioned in Section Five thousand and forty-eight of the Revised Statutes of Ohio.

Anna B. Uery.

Sworn to before me and signed in my presence by Anna B. Uery this 15th day of July 1893. (Seal) R. M. Leroy, Clerk of Courts.

Proof of Publication

6564

Afterward, on the 26th day of September A. D. 1893, Proof of Publication was filed with the Clerk of said Court to wit: Anna B. Uery, Plaintiff

vs. Frank Uery Defendant

Legal Notice, Court of Common Pleas, Union County, Ohio.

Frank Uery, whose place of residence is unknown, will take notice that on the 15th day of July 1893, the plaintiff above named filed her petition in the Court of Common Pleas, Union County, Ohio, being cause N^o 6565 - praying a divorce from Frank Uery, on the ground of gross neglect of duty, and fraudulently contracting said marriage with the plaintiff, and for alimony to be charged upon the defendant's real and personal property, and that said cause will be for hearing on and after September 10th, 1893.

The State of Ohio.

Union County, ss:

D. W. Ayers,

Attorney for Plaintiff.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the 'Marysville Tribune' a newspaper of general circulation in the County of Union, the first publication beginning with July 19th, 1893

W. O. Shearer

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Sworn to and subscribed before me this 26th day of September 1893. (Seal) R. M. Leroy, Clerk.

Afterward, on the 28th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit: Anna B. Uery

Entry 65-6-11

Frank Uery Journal 16. Page 461.

Now came the plaintiff and the defendant having been legally summoned by publication, and having failed to appear; and the Court finding said publication and proof in all respects regular and according to law, do approve the same. And the Court also find the defendant in default for answer and demurrer to said petition, and find the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio, for one year next preceding the same, and was at that time a bona-fide resident of this County of Union; and that the parties hereto were married as in said petition set forth.

The Court further find from the evidence adduced, that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Anna B. Uery and Frank Uery be, and the same is hereby dissolved and both parties are released from the obligations of the same.

It is further ordered that the petitioner be restored to her maiden name of Anna B. And it is further ordered that plaintiff pay the costs of this action.

Attest R. M. Leroy Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court of the Term of September, to wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to wit, on the 8th day of June A. D. 1892, James T. Black, Receiver re: filed in the Clerk's Office of the said Court of Common Pleas the following Petition against James W. Robinson, Administrator re: to wit:

Petition

6389

James T. Black, Receiver of the Plain City Bank
 Plaintiff
 vs.
 James W. Robinson, Administrator De Bonis Non,
 with the Will annexed of the last Will and
 Testament of Abrah Smith, Deceased, Dawson
 Balhoun, James B. Smith, & Charles B. Smith
 Defendants.

Court of
 Common Pleas
 Union County, Ohio.
 Petition No. 6389.

The plaintiff, James T. Black, as Receiver of the Plain City Bank, says that he is such Receiver of the Plain City Bank heretofore appointed and qualified in that behalf by the Court of Common Pleas of Franklin County, Ohio, in the month of October, 1888, in a suit therein pending, wherein Andrew Gill was plaintiff, and Charles B. Smith et al. were defendants.

That in the year 1876, the said Charles B. Smith defendant, and his father, the said Abrah Smith, then in full life, formed a partnership for the purpose of carrying on the business of general banking in the village of Plain City in Madison County, Ohio.

That as equal partners they continued to and did prosecute said business under the firm name and style of the Plain City Bank until the 18th day of June A. D. 1887.

As such firm, under the said firm name and at the said village of Plain City, they continued from the first until and including the last date aforesaid, to carry on and transact every feature of a general banking business, except that of a Bank of issue.

During said time they received on deposit in said Bank many and divers sums of money from many and divers depositors for each of which said several sums of money, and to evidence the deposit thereof, and the liability and promise to repay the same, the said firm at the time of such deposit issued to the depositor thereof in the name of the Plain City Bank, signed by said Charles B. Smith as Cashier of said Bank who was the acting Cashier thereof during all the time aforesaid, a certificate of deposit bearing the date of the time of such deposit, which recited that such depositor, naming him or or her, had deposited in the said Plain City Bank the amount so deposited, payable to the order of such depositor, upon the return of such certificate, in current funds, stipulating in said certificate the rate of interest if any which said sum should bear, and from what time.

From the date of the formation of said partnership as aforesaid, to and including the 18th day of June 1887, the said firm - the said Plain City Bank - so received on deposit sums aggregating about \$120,000, and not less than \$115,000 for which they gave certificates substantially in the terms above alleged to each of the persons so depositing.

For the sums so deposited the said firm severally issued in the aggregate, between and including the dates above mentioned four hundred and forty-five (445) certificates of deposit which remained and were unpaid at the said date

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the 15th of June 1887. On said last named day the said Abrah Smith died testate leaving a last Will and Testament whereby he had nominated the said Charles B. Smith, another son, James B. Smith, each being an heir and devisee of the testator, and a son-in-law, Dawson Calhoun, Executors thereof. Immediately after the death of said Abrah Smith, the said last Will and Testament was duly proved, admitted to probate and record in and by the Probate Court of Union County, Ohio, wherein the said testator resided at the time of his death. Thereupon the persons so nominated as Executors were severally appointed to, qualified for, accepted, and entered upon the discharge of, their duties as such Executors.

No authority was given in or by said Will to the said Executors, or either of them, to carry on the business of said partnership known as the Plain City Bank, or any part thereof.

From the death of said Abrah Smith and the qualification of said Executors as aforesaid, the said Charles B. Smith, as such Executor and Cashier continued to carry on the business of general banking at the same place and under the same name of the Plain City Bank to the same extent and in the same manner as it had been theretofore conducted by the said firm composed of Abrah Smith and his son and late partner, the said Charles B. Smith until the 20th day of September 1888, when the said banking business ceased and the said Bank was closed.

From the death of said Abrah Smith to and including the said 20th day of September 1888, the said Charles B. Smith, as such Executor and Cashier, continued the management and prosecution of the said business as aforesaid, and to receive upon deposit from drawers and sundry depositors and patrons large sums of money exceeding in the aggregate the sum of \$100,000⁰⁰; but the exact amount of which is unknown to this plaintiff. The said Charles B. Smith was assisted in said business by one A. J. Dickerson, who was known and acted as Assistant Cashier.

Hereafter, in this petition, the plaintiff will, for convenience speak of the banking business and firm operated in the life time of Abrah Smith as the old Bank, and of that operated since his death as the new Bank.

During the management of the said Charles B. Smith as such Executor and as such Cashier, there was paid out by the said Cashier and his assistant, with his knowledge and direction, upon and in extinguishment of, the indebtedness of the old Bank, which indebtedness was evidenced by certificates of deposit, issued as aforesaid, the sum of \$130,000⁰⁰ to which extent the said certificates of deposit of the old Bank so outstanding at the time of the death of Abrah Smith, were paid, satisfied, extinguished and retired.

By such payment, the indebtedness of the said estate

of Abrah Smith, deceased, became and was paid off, satisfied and discharged to the extent of the said sum of \$130,000.

Of said \$130,000 of the indebtedness of said estate \$55,000 were paid out of assets of the said estate then in the hands of said Charles B. Smith, as such Executor and Cashier, so that the sum of \$75,000 of the assets of the new Bank which were made up of money deposited therein by the patrons, customers and depositors of said new Bank, and of the individual money of said Charles B. Smith, were applied by the latter as such Cashier and Executor, to the discharge and satisfaction of the liabilities of said estate.

The claims against the said estate, evidenced by said certificates of deposit, were never authenticated by affidavits or claims against it as required by law; were never presented to such Executor, or either of them, for allowance or rejection; were never rejected, were never formally allowed, except as such allowance was evidenced by the payment thereof.

The said Charles B. Smith, as such Cashier and Executor, supposed and believed that he was clothed with power to continue the said banking business under the said firm name of the Claim City Bank, and that the payment out of the then present funds of said Bank, upon the certificates outstanding at the time of said Abrah Smith's death, was authorized, regular and legal, and such payments were so made in good faith and for the purpose of satisfying and extinguishing the indebtedness of said estate of Abrah Smith, as evidenced by the issue of said certificates of deposit by the old Bank. Both the said Charles B. Smith and James B. Smith were largely interested pecuniarily as such heirs and devisees in said estate, and in whatever should remain of the assets thereof after the payment of its debts.

The plaintiff says that as such Receiver of the Claim City Bank, by virtue of said appointment and qualification, and by virtue of the order of said Court of Common Pleas of Franklin County, so appointing him, he succeeded to all the property, rights in action, equitable interest, evidences of indebtedness, credits, and all claims, legal and equitable, and all and singular the assets of every kind and character of said new Bank, and that by virtue of his said appointment he became and is invested with all rights of action and all and singular the equities of the said new Bank arising from the discharge of the debts of the old Bank by the money of the said new Bank.

As such Receiver he became possessed of, and is now in custody of all the certificates of deposit so paid by said new Bank and which were issued before the death of said Abrah Smith.

The indebtedness of the said new Bank at the time of plaintiff's appointment, and which it is his duty to discharge out of assets of said Bank, amounts to not less than \$75,000 and is wholly unpaid.

In "Schedule A" incorporated herein, this plaintiff presents

a full, true and correct list of the first-mentioned made to

and which were provided for from the certificates under the date of and da

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found to be paid at the time of payor

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Schedule

"A."

| No. | Name |
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| 8 | Alfred |
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| | J. J. 76. |
| | James |

a full, true and correct description of each certificate of deposit so issued by said old Bank in the lifetime of said Abrah Smith and which have been paid as aforesaid since his death. In the first column at the left of said descriptive Schedule is indicated the rate of interest which each certificate was by its terms made to bear where any interest was stipulated for.

Each space at the left of a name which is left blank and unfilled indicates that no rate of interest was expressly provided for in the certificate indicated. In the second column from the left is the name of each depositor and holder of the certificate involved. In the third column from the left under the heading "Date issued" is indicated the time and date of the issue of the certificate. In the fourth column under the heading "Date paid" is indicated the year, month and day of such payment.

In the fifth column is the number of each certificate. In the sixth and last column is a statement of the amount deposited, and for which the certificate was issued. Where interest is indicated the amount paid will be found by computing interest upon the original amount deposited at the rate indicated from the date of issue to the date of payment.

In Schedule B" incorporated herein, there is presented a full, true and correct list and description of each certificate of deposit of the said old Bank upon which part payment was made in the manner and by the means aforesaid after the death of said Abrah Smith.

In the first column at the left of this Schedule is indicated the rate of interest which the certificates bore, if any. In the second column from the left is indicated the name of the person depositing the money and holding the certificate. In the third column the date of issue. In the fourth column the date of payment. In the fifth column the original number of the certificate. In the sixth column the original amount of said certificate and of the amount deposited.

In the seventh column the amount paid. In the eighth and last column the amount unpaid and the amount for which renewal certificates were issued.

In the fourth column the date of payment. In the fifth column the original number of the certificate. In the sixth column the original amount of said certificate and of the amount deposited.

In the seventh column the amount paid. In the eighth and last column the amount unpaid and the amount for which renewal certificates were issued.

In the seventh column the amount paid. In the eighth and last column the amount unpaid and the amount for which renewal certificates were issued.

In the seventh column the amount paid. In the eighth and last column the amount unpaid and the amount for which renewal certificates were issued.

Schedule "A." Amounts of Certificates of Deposit for money deposited in Plain City Bank during the lifetime of Abrah Smith and paid after his death.

| Rate | Name | Date Issued | Date Paid | Number | Original Amounts |
|------|--------------------|---------------|--------------|--------|------------------|
| | Keahler Brothers | April 14 1886 | Aug. 11 1886 | 31761 | 145 00 |
| 8 | Alfred Rice | " 15 " | Oct. 14 1887 | 31768 | 100 00 |
| 7 | Wm Wagner | " " " | " 24 " | 31769 | 200 00 |
| | J. J. & H. Keahler | " 17 " | Aug. 11 " | 31772 | 225 00 |
| | James A. Keale | " 29 " | " 16 " | 31403 | 2000 00 |

| Date | Name | Date Issued | Date Paid | Number | Original Amounts |
|------|-------------------|---|--------------|--------|------------------|
| | Maggie Milliken | April 30 1886 | Aug. 16 1887 | 30407 | 300 00 |
| 6 | Abner Newlove | May 3 " | July " " | 30419 | 50 00 |
| | W. B. Wilbury | " 6 " | Dec. 12 " | 30425 | 250 00 |
| 8 | Gary Horn | " 10 " | Nov. 9 " | 30428 | 400 00 |
| 8 | Jacob Mooney | " 31 " | July 30 " | 31855 | 115 00 |
| | James A. Kille | " 24 " | Aug. 16 " | 31835 | 800 00 |
| | J. F. Chapman | June 5 " | June 11 " | 31864 | 100 00 |
| 8 | Anna Willis | " 7 " | July 23 " | 31869 | 220 94 |
| | D. M. Douglass | " 9 " | Mch. " 1888 | 31873 | 100 00 |
| 8 | Isabel Walker | " 12 " | Jan. " " | 31884 | 500 00 |
| | W. B. Wilbury | " " " | Dec. 12 1887 | 31885 | 50 00 |
| | Frank Barron | " 14 " | July 15 " | 31887 | 250 00 |
| 8 | Anna Reece | " 15 " | Feb. 23 1888 | 31891 | 85 00 |
| | James A. Kille | " 19 " | Aug. 16 1887 | 31825 | 1148 84 |
| | Chas. Slyh | " " " | " 5 " | 31829 | 393 78 |
| | J. B. Smith | " " " | July " " | 31899 | 27 51 |
| 8 | Lee Andrews | " 22 " | Sept. 6 1888 | 31611 | 75 00 |
| | F. P. Walker | " 26 " | June 26 " | 30441 | 280 00 |
| 8 | A. J. Robert | " 19 " | " 22 1887 | 31831 | 110 00 |
| 8 | John Moss | July 31 " | Aug. 5 " | 30640 | 50 00 |
| 8 | Manda Harriet | " 1 " | July 21 " | 30457 | 50 00 |
| 8 | Phoebe B. Perry | " 2 " | Oct. 31 " | 30455 | 100 00 |
| | Thomas Robinson | " 5 " | June 21 " | 30461 | 20 00 |
| | M. J. Jenkins | " " " | July 20 " | 30450 | 91 64 |
| 8 | D. J. Smith | " 13 " | June 15 1888 | 30481 | 100 00 |
| 8 | W. & N. Grimes | " 19 " | July 27 1887 | 30498 | 600 00 |
| 8 | Malen Douglass | " " " | Jan. 25 1888 | 30499 | 5 52 |
| | Frank O'Harra | " 23 " | Sept. 3 1887 | 30609 | 60 00 |
| 8 | Samil Willis | " " " | July 23 " | 30606 | 942 00 |
| 8 | L. V. Gordon | " 24 " | Jan. 25 1888 | 30611 | 20 00 |
| 8 | Same | " 27 " | " 21 " | 30623 | 50 00 |
| 8 | Same | " " " | " " " | 30622 | 50 00 |
| 8 | D. N. Adams | <small>Sub from May 26 1886</small> " " " | " " " | " " " | " " " |
| 8 | Rebecca M. Dowell | Aug 10 " | July 8 1887 | 30627 | 100 00 |
| 8 | Rufus Andrews | " 13 " | Aug. 12 " | 30668 | 80 00 |
| 8 | John Moss | " 5 " | " 13 " | 30678 | 135 00 |
| 8 | Rufus Andrews | " 13 " | " 5 " | 30652 | 90 00 |
| 8 | Rufus Andrews | " 13 " | " 13 " | 30679 | 648 00 |
| 7 | V. A. Hinkle | " 12 " | " 13 " | 30679 | 648 00 |
| | Thos. Wilbury Sr. | " " " | Apr. 25 1888 | 30673 | 900 00 |
| 8 | Same | " 25 " | July 5 1887 | 30602 | 21 75 |
| 8 | L. M. Andrews | " 14 " | " " " | 30520 | 50 00 |
| 8 | Mollie Keefe | " " " | Sept. 6 1888 | 30509 | 228 23 |
| 8 | Sarah Keefe | " " " | Aug. 28 " | 30684 | 20 00 |
| 6 | John Riley | " " " | " 25 " | 30685 | 30 00 |
| | J. A. Kille | " 16 " | July 8 1887 | 30686 | 50 00 |
| 8 | S. B. Holycross | " 20 " | Aug. 16 " | 30698 | 235 00 |
| | Marion Bidwell | " 21 " | Nov. 9 " | 30515 | 300 00 |
| | Daniel Norton | " 25 " | July 8 " | 30543 | 800 00 |
| 8 | A. J. Mowgridge | " 26 " | Sept. 5 " | 30526 | 105 80 |
| 8 | L. M. Andrew | " 28 " | " 19 " | 30536 | 1157 00 |
| | | " " " | " 5 " | 30533 | 600 00 |

| Date | Name |
|------|------------|
| | L. M. D. |
| | Sam |
| 8 | Frank |
| | Daniel |
| 8 | Ira N |
| | R. B. Co. |
| 6 | John O |
| | Samuel |
| | Cham |
| | Samuel |
| 8 | L. W. B |
| 8 | Sam |
| 8 | Sam |
| 8 | Sam |
| 8 | Albert |
| 8 | Samil |
| 8 | Jessie |
| 8 | Field |
| 8 | D. J. S |
| 8 | Robt. H |
| 6 | Miss S |
| 6 | Mary |
| 6 | George |
| 6 | Alex. S |
| | Q. Nolen |
| | J. L. Bon |
| 8 | Rhoda |
| 8 | H. O. Sh |
| 8 | Lucy S |
| 6 | Cynthia |
| 6 | John L |
| | C. C. Sm |
| 8 | Thos. K |
| 6 | Killian |
| 8 | Lucy S |
| 6 | W. J. R. M |
| 6 | James |
| | J. B. S |
| 8 | Isabel |
| 8 | W. B. Cole |
| 8 | Almira |
| 6 | Jerry |
| 6 | L. S. D |
| 8 | Lucy |
| | Jno. W. |
| 6 | N. J. S |
| 8 | Thos. S |
| 6 | E. J. R |
| | Rhoda |

| Balance | Name | Date Issued | Date Paid | Number | Original Amount |
|---------|--------------------------------|-------------|---------------|--------|-----------------|
| 0 00 | D. M. Douglass | Aug 28 1886 | Mich. 23 1888 | 30534 | 80 00 |
| 0 00 | Same | " 30 " | " " " | 30540 | 2 10 00 |
| 0 00 | 8 Frank Walker | Sept 4 " | June " 1887 | 30565 | 165 00 |
| 0 00 | Daniel Norton | " 7 " | Sept 5 " | 30575 | 50 00 |
| 5 00 | 8 Ira Andrews | " 8 " | " 14 " | 30580 | 500 00 |
| 0 00 | R. B. Converse | " 17 " | July 8 " | 30720 | 798 46 |
| 0 00 | 6 John Robinson | " 18 " | June 28 " | 30726 | 100 00 |
| 0 94 | Samuel C. Taylor | " 1 " | Aug. 17 " | 30548 | 100 00 |
| 0 00 | Chamney Beach | " 18 " | Sept. 12 " | 30723 | 12 50 |
| 0 00 | Samuel C. Taylor | " 21 " | Aug. 17 " | 30732 | 230 00 |
| 0 00 | 8 C. W. Southard | " 29 " | May 10 1888 | 30745 | 1000 00 |
| 0 00 | 8 Same | " " " | " " " | 30747 | 1000 00 |
| 5 00 | 8 Same | " " " | " " " | 30746 | 1000 00 |
| 8 84 | 8 Same | " " " | " " " | 30748 | 1000 00 |
| 3 78 | 8 Same | " " " | " " " | 30749 | 1000 00 |
| 7 51 | 8 Albert Kilgore | " 6 " | Sept. 7 1887 | 30568 | 300 00 |
| 5 00 | 8 Saml Taylor | " 28 " | Aug. 12 1888 | 30742 | 200 00 |
| 1 00 | 8 Jessie Horn | " 30 " | Dec. 1 1887 | 30752 | 186 00 |
| 0 00 | 8 Building Taylor | Oct. 26 " | Nov. 12 " | 30816 | 75 00 |
| 1 00 | 8 D. J. Smith | " 1 " | June 15 1888 | 30756 | 150 00 |
| 0 00 | 8 Robt. Hill | " 9 " | Oct. 10 1887 | 30800 | 900 00 |
| 1 00 | 6 Miss Sarah Millikin | " " " | July 9 " | 30768 | 87 11 |
| 0 00 | 6 Mary Burke | " 13 " | Jan. 18 1888 | 30791 | 100 00 |
| 64 | 6 George Triplett | " " " | July 30 1887 | 30794 | 100 00 |
| 1 00 | 6 Alex. Bower | " 14 " | " 23 " | 30795 | 125 00 |
| 1 00 | Q. Noteman | " 16 " | June 20 1888 | 30798 | 10 00 |
| 52 | J. L. Converse | " 18 " | Aug. 19 1887 | 30787 | 100 00 |
| 0 00 | 8 Rhoda Guy | " 26 " | Oct. 13 " | 30818 | 150 00 |
| 0 00 | 8 W. E. Sherwood | Nov 2 " | Feb. 12 1888 | 30830 | 235 00 |
| 1 00 | 8 Lucy Guy | " 9 " | Jan. 17 " | 30844 | 50 00 |
| 0 00 | 6 Cynthia A. Benson | " 15 " | Aug. 31 1887 | 30856 | 200 00 |
| 1 00 | 6 John Latham | " 27 " | Oct. 2 " | 30875 | 75 00 |
| 0 00 | E. C. Smith & Co | " 29 " | Nov 22 " | 30877 | 40 22 |
| 0 00 | 8 Thos. Kilbury | " 30 " | June 16 1888 | 30881 | 52 00 |
| 0 00 | 6 William Wagner | Dec. 1 " | Oct. 24 1887 | 30883 | 160 00 |
| 0 00 | 8 Lucy Guy | " 3 " | Jan. 17 1888 | 30905 | 264 60 |
| 5 00 | 6 W. J. R. Wagner | " " " | July 5 1887 | 30888 | 100 00 |
| 0 00 | 6 James A. Kile | " " " | Aug 16 " | 30909 | 2535 00 |
| 1 75 | J. B. Smith | " " " | June 3 1888 | 30908 | 1000 00 |
| 0 00 | 8 Isabel Walker | " 7 " | Jan 2 " | 30916 | 200 00 |
| 7 23 | 8 W. B. Cole. Sec. I. O. O. F. | " 9 " | Feb. 1 " | 30922 | 25 35 |
| 1 00 | 8 Almira Bidwell | " " " | Dec. 8 1887 | 30923 | 954 78 |
| 1 00 | 6 Jerry Bradley | " 10 " | June 25 " | 30925 | 17 00 |
| 0 00 | 6 L. S. Lane | " 17 " | Dec. 17 " | 30940 | 180 00 |
| 5 00 | 8 Lucy Guy | " 18 " | Jan. 17 1888 | 30943 | 15 00 |
| 1 00 | Jno. W. Gray | " 20 " | Aug. 29 1887 | 30947 | 60 00 |
| 0 00 | 6 W. J. Stewart | " 21 " | " 2 " | 30953 | 50 00 |
| 3 80 | 8 Thos. Kilbury | " 22 " | Jan 18 1888 | 30958 | 800 00 |
| 7 00 | 6 E. F. Roby | " " " | June 22 1887 | 30957 | 80 00 |
| 1 00 | Rhoda Ketch | " 25 " | April 2 1888 | 30967 | 46 58 |

| No. | Name | Date Issued | | | Date Paid | | | Number | Original Amount | |
|-----|-----------------|-------------|-----|------|-----------|-----|------|--------|-----------------|-------|
| | | Month | Day | Year | Month | Day | Year | | Dollars | Cents |
| | D. M. Douglass | Dec | 29 | 1886 | Mch. | 23 | 1888 | 30973 | 600 | 00 |
| 8 | Oliver Moorey | " | " | " | Jan | 25 | " | 30972 | 2 | 70 |
| 6 | Frank Sherwood | " | 31 | " | June | 28 | 1887 | 30978 | 50 | 00 |
| | D. M. Douglass | Jan. | 1 | 1887 | Mch. | 23 | 1888 | 30983 | 289 | 69 |
| | Andrew Gill | " | 21 | " | Jan. | 25 | " | 40466 | 100 | 00 |
| 6 | Jacob Moorey | " | 3 | " | Oct. | " | 1887 | 30984 | 105 | 00 |
| | Jos. W. Gray | " | 7 | " | Aug. | 1 | " | 30996 | 35 | 00 |
| 6 | Mollie Converse | " | 8 | " | Oct. | 27 | " | 31210 | 50 | 00 |
| | Jos. Davis | " | " | " | " | 19 | " | 31207 | 600 | 00 |
| 6 | Lugh Converse | " | " | " | Aug | 2 | " | 31209 | 25 | 00 |
| 6 | S. B. Holycross | " | " | " | July | 29 | " | 31208 | 80 | 00 |
| 6 | M. Worthington | " | " | " | Sept. | 22 | " | 31211 | 6000 | 00 |
| 6 | D. W. Adams | " | 10 | " | July | " | " | 31213 | 50 | 00 |
| 6 | Jacob Taylor | " | 11 | " | Jan. | 17 | 1888 | 31215 | 76 | 00 |
| | H. B. Smith | " | 12 | " | July | 8 | 1887 | 31217 | 266 | 66 |
| 6 | E. C. Smith Jr. | " | 11 | " | Aug. | 25 | " | 31221 | 147 | 00 |
| | Jacob Taylor | " | " | " | " | " | " | " | " | " |
| 6 | E. C. Smith Jr. | " | 14 | " | Aug. | 23 | 1887 | 31221 | 147 | 00 |
| | J. D. Converse | " | " | " | " | " | " | " | " | " |
| | Andrew Carey | " | 17 | " | Apr. | 21 | 1888 | 31227 | 375 | 00 |
| 6 | James Duffly | " | " | " | July | 1 | 1887 | 31226 | 250 | 00 |
| 6 | E. Roby | " | 25 | " | June | 28 | " | 31241 | 120 | 00 |
| | Benj. Allen | " | " | " | " | " | " | " | " | " |
| 7 | A. J. Hobert | " | 21 | 1887 | Jan. | 21 | 1888 | 31236 | 200 | 00 |
| 8 | Jacob Kramer | " | 19 | " | Feb. | 25 | " | 31230 | 111 | 60 |
| 6 | James Wagner | " | 25 | " | June | 30 | 1887 | 31242 | 40 | 00 |
| 6 | W. W. Farlan | " | 31 | " | Oct. | 31 | " | 31248 | 200 | 00 |
| | Rhoda Graham | Feb. | 1 | " | Dec. | 23 | " | 31252 | 675 | 00 |
| 6 | R. S. Armstrong | " | 26 | " | Feb. | 24 | 1888 | 31314 | 75 | 00 |
| 6 | Eleanor Graham | " | 1 | " | Sept. | 12 | 1887 | 31258 | 10 | 00 |
| | J. A. Kile | " | " | " | Aug. | 16 | " | 31253 | 900 | 00 |
| 6 | D. L. Sherwood | " | 2 | " | June | 25 | " | 31255 | 226 | 50 |
| 6 | Channey Beach | " | 5 | " | Sept. | 12 | " | 31261 | 350 | 00 |
| 6 | James R. Koon | " | " | " | Aug. | 5 | " | 31259 | 100 | 00 |
| 6 | Isabel Walker | " | " | " | Oct. | 22 | " | 31260 | 45 | 00 |
| 6 | E. Graham | " | 7 | " | July | 1 | 1888 | 31262 | 40 | 00 |
| 6 | E. F. Haynes | " | " | " | Aug. | 6 | 1887 | 31269 | 105 | 00 |
| 6 | Rhoda Ketch | " | 12 | " | Apr. | 21 | 1888 | 31273 | 30 | 00 |
| 6 | F. C. Walker | " | " | " | Jan. | 25 | 1887 | 31274 | 180 | 00 |
| 6 | R. W. Jenkins | " | 15 | " | Aug. | 18 | " | 31277 | 160 | 00 |
| 6 | G. H. Gordon | " | " | " | " | 14 | 1888 | 31279 | 50 | 00 |
| 6 | Same | " | " | " | " | " | " | 31278 | 50 | 00 |
| | E. C. Smith | " | " | " | Nov. | 22 | " | 31276 | 80 | 00 |
| 8 | Grace Robinson | " | 11 | " | Feb. | 16 | " | 31285 | 5 | 00 |
| | John Curry | " | 21 | " | Aug. | 1 | 1887 | 31291 | 250 | 00 |
| 6 | Jos. Zimmerman | " | " | " | July | 26 | " | 31290 | 50 | 00 |
| | J. W. Kilbury | " | 26 | " | Dec. | 12 | " | 31316 | 400 | 00 |
| 6 | Arch Walker | Mch. | 5 | " | July | 15 | " | 31337 | 500 | 00 |
| | Frank Nugent | " | 7 | " | Oct. | 1 | " | 31340 | 125 | 00 |

| No. | Name |
|-----|----------|
| 8 | S. A. R. |
| 6 | Elijah |
| 6 | Garr |
| 6 | A. J. |
| | C. M. |
| 6 | J. W. F. |
| 6 | J. W. E. |
| | Drave |
| 6 | A. F. M. |
| | Wm M |
| 6 | C. L. E. |
| 6 | L. S. L. |
| 6 | Samil |
| 8 | E. H. E. |
| 6 | M. A. |
| | C. B. E. |
| 6 | Anna |
| 6 | Jos. T. |
| 8 | D. J. E. |
| 6 | H. J. E. |
| 6 | Arch |
| 8 | M. J. |
| 8 | Samil |
| 6 | Jos. F. |
| 6 | A. H. V. |
| 6 | Sarah |
| 6 | J. D. Co |
| 8 | Frank |
| 8 | Char |
| 6 | Garr |
| 6 | Thos. |
| 6 | C. H. |
| 6 | Jos. C. |
| 6 | E. W. E. |
| | J. Fro |
| 6 | |
| 6 | Drave |
| 6 | C. H. E. |
| 6 | Jos. C. |
| 6 | Char |
| 6 | L. A. |
| 6 | Noat |
| 8 | D. J. E. |
| | James |
| 6 | Ida |
| 6 | Nanc |
| | Jos. C. |
| | Wm M |
| 6 | Matt |

Original
Accounts

00 00
2 70
50 00
59 69
100 00
105 00
33 00
50 00
600 00
23 00
80 00
00 00
50 00
76 00
66 66
47 00
47 00
75 00
50 00
00 00
05 00
75 00
10 00
00 00
26 50
0 00
0 00
5 00
10 00
5 00
30 00
0 00
0 00
5 00
5 00
5 00
0 00
0 00
5 00
0 00
0 00
0 00
5 00

| No. | Name | Date Issued | | | Date Paid | | | Number | Original Accounts | |
|-----|---------------------------------|-------------|-----|------|-----------|-----|------|--------|-------------------|----|
| | | Month | Day | Year | Month | Day | Year | | | |
| 8 | S. A. Ross | Mch. | 9 | 1887 | June | 21 | 1887 | 31346 | 133 | 00 |
| 6 | Elijah K. Fox | " | 10 | " | July | 23 | " | 31353 | 125 | 50 |
| 6 | Gary Horn | " | " | " | Sept. | 30 | " | 31348 | 250 | 00 |
| 6 | A. J. Herbert | " | " | " | Mch. | 9 | 1888 | 31352 | 150 | 00 |
| | C. M. Butt | " | 11 | " | July | 23 | 1887 | 31355 | 165 | 00 |
| 6 | J. W. Michael | " | 12 | " | Aug. | 30 | " | 31364 | 200 | 00 |
| 6 | J. W. Frederick | " | 16 | " | June | 22 | " | 31371 | 100 | 00 |
| | Dave Norton | " | " | " | Sept. | 5 | " | 31372 | 100 | 00 |
| 6 | A. F. M ^r . Keitrick | " | 17 | " | July | 25 | " | 31373 | 200 | 00 |
| | W ^m Millikin | " | 19 | " | " | 25 | " | 31377 | 200 | 00 |
| 6 | C. L. Evans | " | " | " | Oct. | 10 | " | 31379 | 100 | 30 |
| 6 | D. S. Lane | " | " | " | June | 22 | " | 31376 | 50 | 00 |
| 6 | Sam'l Taylor | " | 22 | " | Sept. | 6 | " | 31388 | 132 | 45 |
| 8 | E. N. Smith | " | 23 | " | Mch. | 23 | 1888 | 31386 | 118 | 32 |
| 6 | M. A. Mors | " | " | " | Jan. | 25 | " | 31389 | 50 | 00 |
| | C. B. Smith | " | 24 | " | July | 8 | 1887 | 31391 | 504 | 16 |
| 6 | Anna Andrews | " | 25 | " | Mch. | 26 | 1888 | 31393 | 100 | 00 |
| 6 | Jnr. Curry | " | 26 | " | Aug. | 8 | 1887 | 31395 | 20 | 00 |
| 8 | D. J. Smith | " | 28 | " | June | 15 | 1888 | 31402 | 125 | 00 |
| 6 | H. J. Early | " | " | " | Apr. | 21 | " | 31404 | 100 | 00 |
| 6 | Rich Walker | " | 29 | " | July | 15 | 1887 | 31406 | 200 | 00 |
| 8 | M. Taylor | " | " | " | June | 16 | 1888 | 31405 | 465 | 11 |
| 8 | Sam'l. Windell | " | " | " | Apr. | 21 | " | 31408 | 320 | 00 |
| 6 | Jos. Fickle | " | 30 | " | Oct. | 17 | 1887 | 31411 | 225 | 00 |
| 6 | A. N. Burnside | Apr. | 1 | " | June | 8 | " | 31425 | 160 | 00 |
| 6 | Sarah Millikin | " | " | " | " | 21 | " | 31414 | 100 | 00 |
| 6 | J. D. Converse, Mrs. | " | " | " | " | 22 | " | 31418 | 50 | 00 |
| 8 | Frank Andrews | " | " | " | Sept. | 15 | " | 31416 | 350 | 00 |
| 8 | Charles Andrews | " | " | " | Apr. | 4 | 1888 | 31417 | 5 | 00 |
| 6 | Gary Horn | " | 4 | " | Dec. | 5 | 1887 | 31430 | 600 | 00 |
| 6 | Thos. Robinson | " | " | " | July | " | " | 31428 | 25 | 00 |
| 6 | C. N. Horn | " | " | " | Aug. | 16 | " | 31432 | 203 | 00 |
| 6 | Jnr. Curry | " | 5 | " | July | 29 | " | 31434 | 20 | 00 |
| 6 | E. N. Smith | " | 7 | " | Mch. | 23 | 1888 | 31438 | 50 | 00 |
| 6 | J. Frazell | " | 8 | " | Dec. | 13 | 1887 | 31445 | 568 | 00 |
| 6 | Same | " | " | " | " | " | " | 31444 | 500 | 00 |
| 6 | David Huston | " | " | " | June | 21 | 1888 | 31447 | 50 | 00 |
| 6 | C. N. Horn | " | " | " | Aug. | 16 | 1887 | 31439 | 50 | 00 |
| 6 | Jnr. Robinson | " | 9 | " | June | 28 | " | 31455 | 75 | 00 |
| 6 | Chas. Depp | " | " | " | July | 9 | " | 31452 | 250 | 00 |
| 6 | L. A. Beals | " | " | " | June | 18 | " | 31449 | 150 | 00 |
| 6 | Noah Orr | " | " | " | Aug. | 25 | " | 31448 | 400 | 00 |
| 8 | D. J. Smith | " | 11 | " | June | 15 | 1888 | 31459 | 150 | 00 |
| | James Nugent | " | " | " | Aug. | 4 | 1887 | 31461 | 100 | 00 |
| 6 | Ida Murphy | " | 12 | " | Feb. | 27 | 1888 | 31463 | 35 | 60 |
| 6 | Nancy Ward | " | " | " | June | 23 | 1887 | 31462 | 60 | 00 |
| | Jnr. Curry | " | 14 | " | " | 11 | " | 31467 | 46 | 00 |
| | W ^m Millikin | " | 16 | " | July | 29 | " | 31474 | 645 | 97 |
| 6 | Mattie Evans | " | " | " | Oct. | 10 | " | 31472 | 150 | 00 |

| No. | Name | Date Issued | | | Date Paid | | | Number | Original | |
|-----|------------------|-------------|-----|------|-----------|-----|------|--------|----------|---------|
| | | Month | Day | Year | Month | Day | Year | | Value | Balance |
| 6 | B. L. Evans | Apr. | 16 | 1887 | Aug. | 27 | 1887 | 31473 | 120 | 00 |
| 8 | Andrew Carey | " | " | " | Apr. | 21 | 1888 | 31475 | 330 | 00 |
| | Mrs. D. N. Adams | " | " | " | " | 19 | " | 314 - | | |
| | Andrew Carey | " | " | " | " | 21 | 1888 | 31425 | | |
| | Richard Clark | " | 18 | " | Sept. | 13 | 1887 | 31477 | 50 | 00 |
| 6 | Edwood Smith | " | " | " | Apr. | 9 | 1888 | 31479 | 70 | 00 |
| 6 | A. Andrews | " | 19 | " | July | 19 | 1887 | 31482 | 50 | 00 |
| | Jacob Taylor | " | 21 | " | Mch. | 6 | 1888 | 31496 | 170 | 00 |
| | H. C. Black | " | " | " | " | " | " | 31485 | 50 | 00 |
| 6 | Conrad Rudolph | " | 23 | " | July | 23 | 1887 | 31500 | 83 | 00 |
| 8 | Albert Hilgore | " | " | " | Apr. | 21 | 1888 | 31498 | 70 | 00 |
| | J. F. Chapman | " | " | " | June | " | 1887 | 31496 | 50 | 00 |
| 6 | Linda Frederick | " | " | " | Oct. | 15 | " | 31499 | 10 | 50 |
| 6 | S. E. Taylor | " | 25 | " | Aug. | 17 | " | 31503 | 625 | 00 |
| | J. A. Keile | " | 26 | " | " | 16 | " | 31505 | 225 | 00 |
| 6 | Bill Hunt | " | " | " | " | 2 | " | 31508 | 260 | 00 |
| | Del. Ward | " | 27 | " | " | " | " | 31509 | 130 | 00 |
| 6 | Geo. Ward | " | 28 | " | July | 29 | " | 31511 | 200 | 00 |
| 8 | Mollie Ferris | " | 29 | " | Mch. | 12 | 1888 | 31514 | 1080 | 00 |
| | H. C. Kent | " | " | " | June | 30 | 1887 | 31513 | 20 | 00 |
| 6 | C. F. Hayes | " | " | " | Aug. | 16 | " | 31515 | 40 | 00 |
| 6 | Abner Newton | " | 30 | " | Jan. | 18 | 1888 | 31517 | 50 | 00 |
| | James A. Keile | " | " | " | Aug. | 16 | 1887 | 31516 | 625 | 00 |
| 6 | A. Carey | May | 2 | " | Dec. | 6 | " | 31522 | 200 | 00 |
| | James A. Keile | " | " | " | Aug. | 16 | " | 31525 | 670 | 00 |
| 4 | J. D. Converse | " | " | " | " | 26 | " | 31524 | 374 | 53 |
| 6 | H. D. Lombard | " | " | " | " | 2 | " | 31523 | 360 | 00 |
| 6 | Dave Keirnan | " | 3 | " | Dec. | 13 | " | 31526 | 100 | 00 |
| | James A. Keile | " | 4 | " | Aug. | 16 | " | 31531 | 300 | 00 |
| | C. Beach | " | 5 | " | " | " | " | " | " | " |
| | James A. Keile | " | " | " | Aug. | 16 | " | 31535 | 690 | 00 |
| 6 | Harry Robey | " | " | " | July | 18 | " | 31533 | 50 | 00 |
| 6 | Jacob Mooney | " | 6 | " | Jan. | 21 | 1888 | 31540 | 50 | 00 |
| 6 | Chas. Converse | " | " | " | Aug. | 11 | 1887 | 31541 | 100 | 00 |
| 6 | Thos. Robinson | " | " | " | Sept. | 27 | " | 31538 | 25 | 00 |
| 6 | Melissa Smith | " | " | " | May | 8 | 1888 | 31539 | 25 | 00 |
| 8 | N. Harrington | " | " | " | Apr. | 12 | " | 31537 | 80 | 00 |
| 6 | S. E. Taylor | " | 7 | " | July | 9 | 1887 | 31547 | 148 | 00 |
| | John Cochran | " | " | " | June | 22 | " | 31543 | 100 | 00 |
| 6 | C. Beach | " | " | " | Sept. | 12 | " | 31546 | 500 | 00 |
| 6 | Jacob Taylor | " | " | " | Dec. | 23 | " | 31544 | 50 | 00 |
| 6 | John Robinson | " | " | " | " | " | " | 31542 | 50 | 00 |
| 6 | Jos. Fickle | " | 9 | " | Oct. | 17 | " | 31549 | 40 | 00 |
| 6 | David Houston | " | 12 | " | Jan. | 25 | 1888 | 31551 | 150 | 00 |
| 8 | A. J. Dickerson | " | 13 | " | Sept. | 13 | 1887 | 31552 | 84 | 00 |
| 6 | A. W. Currier | " | 14 | " | July | 9 | " | 31557 | 22 | 35 |
| 6 | Eliza Taylor | " | " | " | Aug. | 23 | " | 31554 | 50 | 00 |
| 6 | Harmon Patch | " | " | " | Oct. | 14 | " | 31555 | 150 | 00 |
| | Jno. Patch | " | " | " | " | " | " | 31556 | 50 | 00 |

| No. | Name |
|-----|----------|
| | Margo |
| 8 | Mary |
| 6 | Jno. P. |
| 6 | Eli |
| 6 | Sarab |
| 6 | H. D. P. |
| 6 | Hunt |
| | Burr |
| 8 | C. H. |
| | James |
| | E. L. |
| | Wm M |
| 6 | P. C. L. |
| 8 | R. An |
| | H. D. P. |
| 8 | N. Har |
| | L. C. S. |
| | Margo |
| | Wm M |
| | D. W. |
| | H. C. P. |
| 6 | J. & A. |
| | James |
| | Mary |
| | Wm M |
| 6 | Mary |
| 8 | Thur |
| 8 | J. N. P. |
| 6 | S. C. |
| | Arch |
| 6 | Lizzie |
| 6 | Lewis |
| 6 | Guy |
| | Fran |
| | Cerry |
| 6 | E. S. P. |
| 6 | N. S. |
| | H. R. |
| | Eli J. |
| 6 | N. M. |
| | S. B. P. |
| | H. C. C. |
| | N. H. |
| | L. C. |
| 6 | M. A. |
| 6 | M. I. |
| | L. C. S. |
| | Rhod |

| Original | Date | Name | Date Issued | Date Paid | Number | Original Amount |
|----------|------|--------------------------------|-------------|---------------|--------|-----------------|
| 0 00 | | Margaret Flaharda | May 7 1887 | | 31559 | 25 00 |
| 0 00 | 8 | Mary A. Boyd | " 16 " | Nov. 15 1887 | 31560 | 185 00 |
| | 6 | Jos. Zimmerman | " " " | July 26 " | 31561 | 50 00 |
| | 6 | Eli Jones | " 17 " | Mich 16 1888 | 31563 | 355 00 |
| 50 00 | 6 | Sarah Rice | " " " | Jan. 25 " | 31562 | 50 00 |
| 70 00 | 6 | H. D. Lombard | " " " | | 31566 | 285 00 |
| 0 00 | 6 | Hunter Robinson | " 19 " | June 31 1887 | 31569 | 150 00 |
| 0 00 | | Burr Carpenter | " " " | Aug. 13 " | 31570 | 75 00 |
| 50 00 | 8 | L. H. Gordon | " 21 " | July 31 1888 | 31578 | 100 00 |
| 33 00 | | James A. Hale | " " " | Aug. 16 1887 | 31581 | 400 00 |
| 70 00 | | L. C. Gordon | " " " | July 25 " | 31580 | 40 00 |
| 50 00 | | Wm Millikin | " " " | " 29 " | 31571 | 100 00 |
| 10 50 | 6 | P. C. Converse | " 23 " | " 27 " | 31583 | 60 00 |
| 25 00 | 8 | R. Andrews | " " " | June 28 1888 | 31588 | 225 00 |
| 25 00 | | H. D. Lombard | " " " | " 22 1887 | 31586 | 160 00 |
| 60 00 | 8 | N. Harrington | " 24 " | Aug. 10 1888 | 31594 | 120 00 |
| 30 00 | | L. C. Kent | " " " | June 30 1887 | 31592 | 20 00 |
| 00 00 | | Margaret Flaharda | " 26 " | Aug. 31 " | 31599 | 15 00 |
| 0 00 | | Wm Wagner | " " " | Oct. 24 " | 31596 | 415 00 |
| 0 00 | | D. U. Adams | " 27 " | June 22 " | 31642 | 20 00 |
| 0 00 | | H. C. Black | " " " | " " " | 31641 | 231 00 |
| 0 00 | 6 | J. & R. Koon | " 30 " | Aug. 5 " | 31646 | 100 00 |
| 0 00 | | James Orr | " 31 " | July 30 " | 31649 | 60 00 |
| 0 00 | | Mary Wilson | " " " | June 27 " | 31650 | 55 00 |
| 0 00 | | Wm Millikin | " " " | Aug. 24 " | 31647 | 947 14 |
| 4 53 | 6 | Mary R. M ^{rs} Dowell | " " " | Sept. 20 " | 31638 | 120 00 |
| 0 00 | 8 | Thurman Gray | " " " | June 12 1888 | 31651 | 292 47 |
| 0 00 | 8 | J. N. Thomas | " " " | " 14 " | 31648 | 1025 00 |
| 0 00 | 6 | S. Carren | " " " | Jan. 25 " | 31655 | 70 00 |
| | | Arch Walker | " " " | July 15 1887 | 31656 | 100 00 |
| 0 00 | 6 | Dibbie Andrews | June 1 " | Oct. 14 " | 31659 | 550 00 |
| 0 00 | 6 | Lewis Ring | " " " | " " " | 31661 | 200 00 |
| 0 00 | 6 | Guy Robinson | " " " | Aug. 31 " | 31660 | 14 00 |
| 0 00 | | Frank Nugent | " " " | July 11 " | 31663 | 50 00 |
| 5 00 | | Perry Douglass | " 3 " | June 29 " | 31666 | 50 00 |
| 5 00 | 6 | C. S. Evans | " " " | Oct. 10 " | 31667 | 100 00 |
| 0 00 | 6 | N. Simmons | " 4 " | June 16 1888 | 31678 | 100 00 |
| 7 00 | | Same | " " " | Sept. 13 1887 | 31677 | 80 00 |
| 0 00 | | H. R. Ketch | " " " | June 25 " | 31673 | 19 03 |
| 0 00 | | Eli Jones | " 6 " | July 18 " | 31681 | 20 00 |
| 0 00 | 6 | N. M ^{rs} Farban | " 7 " | Oct 31 " | 31682 | 200 00 |
| 0 00 | | S. B. Holycross | " " " | July 20 " | 31685 | 498 00 |
| 0 00 | | H. C. Robery | " " " | " 18 " | 31683 | 50 00 |
| 0 00 | | N. H. Kilbury | " " " | Dec. 12 " | 31684 | 590 00 |
| 4 00 | | L. C. Kent | " 8 " | June 30 " | 31689 | 20 00 |
| 2 35 | 6 | M. A. Moss | " 9 " | Jan. 25 1888 | 31690 | 120 00 |
| 0 00 | 6 | M. I. Converse | " " " | Sept. 14 1887 | 31691 | 20 00 |
| 0 00 | | L. C. Kent | " 11 " | July 22 " | 31693 | 20 00 |
| 0 00 | | Rhoda Gray | " " " | " 11 " | 31694 | 20 00 |

| No. | Name | Date Issued | | | Date Paid | | | Number | Original Amount | |
|-----|-------------------|-------------|-----|------|-----------|-----|------|--------|-----------------|----|
| | | Month | Day | Year | Month | Day | Year | | | |
| 6 | Chas Depp | June | 1 | 1887 | June | 24 | 1887 | 31695 | 125 | 00 |
| 6 | David Huston | " | 11 | " | Nov. | 5 | " | 31692 | 40 | 00 |
| | Joseph Finkle | " | 13 | " | July | " | " | 31698 | 15 | 00 |
| | Hunter Robinson | " | " | " | " | 29 | " | 31697 | 70 | 00 |
| 5 | Thos. Keilburg | " | " | " | June | 16 | 1887 | 31906 | 200 | 00 |
| 6 | John Robinson | " | 14 | " | Mch. | 14 | 1888 | 31909 | 50 | 00 |
| 6 | J. W. Michael | " | " | " | Aug. | 30 | " | 31908 | 200 | 00 |
| 6 | F. P. Walker | " | 15 | " | Sept | 24 | 1887 | 31912 | 66 | 90 |
| | James Calhoun | " | " | " | June | 25 | " | 31911 | 200 | 00 |
| | W. H. Keilburg | " | " | " | Dec | 12 | " | 31913 | 400 | 00 |
| 5 | Olive Mitchell | " | 16 | " | June | 21 | 1888 | 31917 | 125 | 00 |
| | W. H. Robinson | " | " | " | Aug | 5 | 1887 | 31918 | 216 | 00 |
| | Abi Jones | " | " | " | July | 18 | " | 31915 | 45 | 00 |
| | Mr. Geo W. Gray | " | " | " | Aug | 29 | " | 31916 | 50 | 00 |
| 8 | Jacob Taylor | " | " | " | June | 14 | 1888 | 31914 | 150 | 00 |
| 6 | Geo Moss | " | 17 | " | Mch. | 13 | " | 31921 | 250 | 00 |
| | C. Beach | " | " | " | Sept. | 12 | 1887 | 31919 | 131 | 00 |
| | W. H. Robinson | " | " | " | July | 23 | " | 31922 | 20 | 00 |
| 6 | Geo Moss | " | " | " | Feb. | " | 1888 | 31920 | 250 | 00 |
| 6 | E. M. Keilburg | " | 18 | " | Nov. | 28 | 1887 | 31925 | 97 | 15 |
| | Nancy Ward | " | " | " | July | 22 | " | 31923 | 50 | 00 |
| | D. C. Keilburg | " | " | " | June | 23 | " | 31924 | 438 | 39 |
| | Benj. Allen | " | 2 | " | " | " | " | " | " | " |
| 8 | W. F. Skinner | Jan | 2 | 1886 | Mch. | 7 | 1888 | 30191 | 600 | 00 |
| | D. M. Douglass | " | 5 | " | " | 28 | " | 30206 | 1193 | 64 |
| 6 | M. A. Snyder | " | 9 | " | Oct. | 22 | 1887 | 30208 | 265 | 00 |
| 8 | E. J. Bose | " | 13 | " | Aug. | 31 | " | 30239 | 535 | 00 |
| 8 | C. H. Gordon | " | 26 | " | May | " | 1888 | 30271 | 50 | 00 |
| 8 | Same | " | " | " | " | " | " | 30272 | 50 | 00 |
| | J. J. & H. Kahler | " | " | " | Aug. | 11 | 1887 | 30294 | 25 | 20 |
| 6 | Geo. Crotinger | Sept. | 8 | " | June | 24 | " | 30579 | 100 | 00 |
| 6 | Minnie S. Hixox | Aug. | 28 | 1875 | Jan. | 25 | 1888 | 397 | 1 | 00 |
| 8 | Same | Mch. | 27 | 1877 | " | " | " | 2084 | 1 | 00 |
| 8 | Lee Myrtle Clark | July | 13 | " | Aug | 16 | 1887 | 2254 | 11 | 00 |
| | J. M. Robinson | Mch. | 10 | 1881 | " | 19 | " | 16025 | 150 | 00 |
| | Same | July | 27 | " | " | " | " | 16447 | 300 | 00 |
| | Same | Jan. | 7 | 1882 | " | " | " | 16934 | 700 | 00 |
| | Same | Oct. | 2 | " | " | " | " | 19120 | 400 | 00 |
| | Same | " | 9 | " | " | " | " | 19145 | 300 | 00 |
| | Same | " | 28 | " | " | " | " | 20213 | 300 | 00 |
| 6 | James A. Keile | Nov. | 4 | " | " | 16 | " | 20265 | 1800 | 00 |
| | J. M. Robinson | " | 24 | " | " | 19 | " | 20236 | 240 | 00 |
| | James A. Keile | June | 16 | 1883 | " | 16 | " | 20034 | 150 | 00 |
| | Same | July | 3 | " | " | " | " | 20838 | 275 | 00 |
| 6 | Same | " | 5 | " | " | " | " | 20615 | 2500 | 00 |
| | Same | Aug. | 2 | " | " | " | " | 19324 | 149 | 00 |
| | Carl Ferris | " | 17 | " | " | 28 | " | 19379 | 200 | 00 |
| | James A. Keile | Nov. | 15 | " | " | 16 | " | 19980 | 1797 | 92 |
| | Same | Jan. | 11 | 1884 | " | " | " | 19703 | 250 | 00 |

| Date | Name |
|------|-----------|
| | James |
| | Sara |
| | Sara |
| | P. Ferris |
| | P. B. B. |
| | James |
| | Sara |
| 6 | Nancy |
| | P. B. B. |
| | Sara |
| | Mary |
| | Sara |
| | David |
| | James |
| | David |
| | Sara |
| 6 | Kate |
| | David |
| | James |
| | Pearl |
| | Sally |
| | Pearl |
| 8 | Rhoda |
| | James |
| 8 | M. J. |
| 8 | Sarah |
| | Sara |
| | David |
| | James |
| | J. J. |
| 8 | Lee M. |
| | James |
| 8 | Ida |
| 8 | S. E. B. |
| | D. R. B. |
| | J. J. |
| | James |
| | Pearl |
| | Sara |
| | Frank |
| | James |
| 8 | Sarah |
| | James |
| 8 | S. E. B. |
| 6 | Joseph |
| | Frank |
| | J. B. B. |
| | P. Ferris |

| Original Amount | Date | Name | Date Issued | Date Paid | Number | Original Amount |
|-----------------|------|-----------------|--------------|---------------|--------|-----------------|
| 5-00 | | James A. Keile | Jan. 30 1884 | Aug. 16 1887 | 19594 | 400 00 |
| 10-00 | | Same | May 24 " | " " " | 25476 | 970 00 |
| 15-00 | | Same | June 5 " | " " " | 25514 | 873 35 |
| 70-00 | | O. Ferris | " 20 " | " 28 " | 25594 | 200 00 |
| 0-00 | | O. B. Ferris | " 26 " | " " " | 25618 | 366 15 |
| 50-00 | | James A. Keile | July 31 " | " 16 " | 25089 | 350 00 |
| 0-00 | | Same | Aug. 15 " | " " " | 25088 | 326 20 |
| 6-90 | 6 | Nancy Eastman | Sept. 29 " | July 19 1888 | 26116 | 60 00 |
| 0-00 | | O. B. Ferris | Oct. 22 " | Aug. 28 1887 | 26308 | 100 00 |
| 0-00 | | Same | " 24 " | " " " | 26217 | 237 00 |
| 5-00 | | Mary A. Snyder | Nov. 15 " | Oct. 22 " | 26067 | 350 00 |
| 6-00 | | Same | " " " | " " " | | |
| 5-00 | | David Douglass | " 17 " | Mch. 23 1888 | 26077 | 400 00 |
| 50-00 | | James A. Keile | " 26 " | Aug. 16 1887 | 26411 | 411 00 |
| 0-00 | | David Douglass | Dec. 10 " | Mch. 23 1888 | 26489 | 79 80 |
| 0-00 | | Sarah Converse | " 23 " | Aug. 19 1887 | 26574 | 185 00 |
| 1-00 | 6 | Kate L. Smith | " 27 " | Mch. 13 1888 | 26595 | 80 00 |
| 0-00 | | David Douglass | Jan. 5 1885 | " 23 " | 25949 | 682 64 |
| 0-00 | | James A. Keile | " 8 " | Aug. 16 1887 | 25979 | 27 00 |
| 7-15 | | Pearl Ferris | Feb. 7 " | " 23 " | 26381 | 150 00 |
| 0-00 | | Sally Millikin | " 13 " | " 11 1888 | 26370 | 90 00 |
| 8-39 | | Pearl Ferris | " 16 " | " 23 1887 | 26388 | 306 80 |
| 8-00 | 8 | Rhoda Graham | Mch. 18 " | Dec. " " | 26517 | 760 26 |
| 0-00 | | James Keile | Apr. 11 " | Aug. 16 " | 26760 | 300 00 |
| 3-64 | 8 | M. J. Jenkins | " 17 " | July 20 " | 26774 | 250 00 |
| 5-00 | 8 | Sam'l Taylor | May 4 " | Sept. 16 " | 26867 | 480 00 |
| 0-00 | | Sarah Slyh | " 9 " | Aug. 5 " | 26793 | 110 00 |
| 0-00 | | David Douglass | " 22 " | Mch. 23 1888 | 26916 | 180 00 |
| 0-00 | | James Keile | June 10 " | Aug. 16 1887 | 26980 | 2140 00 |
| 5-20 | | J. J. H. Kahler | " 16 " | " 11 " | 26898 | 150 34 |
| 0-00 | 8 | Lee M. Andrews | " 29 " | July 1 " | 26960 | 150 00 |
| 1-00 | | James A. Keile | July 6 " | Aug. 16 " | 25258 | 900 00 |
| 1-00 | 8 | Ida Murphy | " 24 " | Feb. 27 1888 | 26245 | 62 00 |
| 11-00 | 8 | S. E. Taylor | Aug. 7 " | Sept. 14 1887 | 26187 | 250 00 |
| 50-00 | | D. R. Lombard | " 13 " | July 28 " | 25421 | 336 42 |
| 0-00 | | J. J. H. Kahler | Sept. 5 " | Aug. 11 " | 30005 | 295 60 |
| 0-00 | | Same | " 22 " | " " " | 30060 | 175 00 |
| 0-00 | | James A. Keile | " 26 " | " 16 " | 30068 | 843 48 |
| 0-00 | | Pearl Ferris | Oct. 16 " | " 23 " | 31009 | 100 00 |
| 0-00 | | Same | Nov. 2 " | " " " | 31036 | 100 00 |
| 0-00 | | Frank Nugent | " 21 " | Nov. 28 " | 31142 | 209 70 |
| 0-00 | | James A. Keile | Dec. 1 " | Aug. 16 " | 31178 | 570 00 |
| 0-00 | 8 | Sam'l E. Taylor | " 11 " | Oct. 15 " | 30123 | 800 00 |
| 5-00 | | James A. Keile | " 2 " | Aug. 16 " | 30127 | 800 00 |
| 10-00 | 8 | S. E. Taylor | " 24 " | June " " | 30164 | 145 00 |
| 9-00 | 6 | Joseph Barbage | Feb. 9 1886 | Oct. 26 " | 30319 | 100 00 |
| 0-00 | | Frances Kahler | " 11 " | July 27 " | 30329 | |
| 7-92 | | J. B. Smith | " 17 " | " 31 1888 | 30350 | 250 00 |
| 0-00 | | O. Ferris | " " " | Aug. 23 1887 | 30344 | 210 00 |

| No. | Name | Date Issued | | | Date Paid | | | Number | Original Amount | |
|-----|------------------|-------------|-----|------|-----------|-----|------|--------|-----------------|-------|
| | | Mo. | Day | Year | Mo. | Day | Year | | Dollars | Cents |
| 8 | Thos. Kilbury | Feb. | 19 | 1886 | July | 5 | 1887 | 80355 | 53 | 25 |
| 8 | Sam'l Taylor Sr. | " | 24 | " | Sept. | 16 | " | 30360 | 15 | 62 |
| | James A. Kelle | Mch. | 11 | " | Aug. | 16 | " | 31046 | 250 | 00 |
| 8 | Benj. Allen | " | 17 | " | June | 28 | " | 31065 | 581 | 25 |
| 8 | Rufus Andrews | Aug. | 21 | " | Aug. | 23 | " | 30511 | | |
| 8 | C. L. Curry | Jan. | 3 | 1887 | Jan. | 25 | 1888 | 30986 | 418 | 00 |
| 8 | Same | Apr. | 9 | " | Sept. | 5 | 1887 | 31457 | 420 | 00 |

Schedule "B" Certificates of Deposit on the Plain City Bank for money deposited in the life-time of Abrah Smith and partly paid after his death.

| No. | Name | Date Issued | | | Date Paid | | | Orig. Number | Orig. Amount | Amount Paid | Unpaid | |
|-----|--------------------|-------------|-----|------|-----------|-----|------|--------------|--------------|-------------|---------|-------|
| | | Mo. | Day | Year | Mo. | Day | Year | | Dollars | Cents | Dollars | Cents |
| 8 | Jacob Mooney | 6 | 19 | '86 | 7 | 30 | 87 | 31826 | 150 | 00 | 12 | 00 |
| 8 | H. F. B. Comington | 6 | 26 | 86 | 8 | 29 | " | 30438 | 100 | 00 | 8 | 00 |
| 8 | J. Bishop | 11 | 12 | " | 11 | 14 | " | 30851 | 150 | 00 | 12 | 00 |
| 8 | J. E. Bishop | 12 | 8 | " | 12 | 5 | " | 30918 | 350 | 00 | 28 | 00 |
| 8 | B. A. O'Hara | " | 30 | " | 5 | 14 | 88 | 30976 | 250 | 00 | 70 | 00 |
| | J. N. Mitchell | 1 | 28 | 87 | 1 | 28 | 88 | 31295 | 288 | 00 | 13 | 00 |
| 6 | Jno. Gray | 2 | 16 | 87 | 8 | 16 | " | 31282 | 230 | 00 | 20 | 70 |
| 6 | C. Shepper | 3 | 3 | " | 3 | 3 | " | 31327 | 200 | 00 | 12 | 00 |
| 6 | Jacob Mooney | 4 | 1 | " | 7 | 5 | " | 31420 | 85 | 00 | 6 | 37 |
| 6 | Jacob Taylor | 5 | 7 | " | 2 | 20 | " | 31545 | 100 | 00 | 3 | 75 |
| 6 | Jacob Mooney | 5 | 26 | " | 7 | 5 | " | 31598 | 200 | 00 | 13 | 63 |
| 6 | Abraham Horch | 6 | 3 | " | 6 | 4 | " | 31664 | 400 | 00 | 24 | 00 |
| 6 | Jacob Mooney | 6 | 15 | " | 7 | 5 | 88 | 31910 | 150 | 00 | 9 | 48 |
| | Francis Kahler | 2 | 11 | 86 | 7 | 27 | 87 | 30329 | 1050 | 00 | 641 | 25 |
| 8 | Sam'l Taylor | 2 | 24 | " | 9 | 26 | " | 30361 | 400 | 00 | 413 | 00 |
| | Geo. N. Stevens | 6 | 16 | " | 7 | 20 | 87 | 31894 | 4000 | 00 | 2786 | 77 |
| 8 | R. Andrews | 8 | 21 | " | 8 | 23 | " | 30511 | 310 | 00 | 122 | 80 |
| | Sarah Millikin | 12 | 6 | " | 12 | 8 | " | 30911 | 1415 | 50 | 200 | 00 |
| | James Duffy | " | 18 | " | 2 | 9 | " | 30942 | 317 | 67 | 233 | 07 |
| | C. L. Curry | 1 | 3 | 87 | 1 | 25 | 88 | 30985 | 923 | 40 | 868 | 27 |
| | Rhoda Graham | 2 | 1 | " | 2 | 1 | " | 31254 | 1843 | 23 | 490 | 68 |
| | C. L. Curry | " | 12 | " | 4 | 14 | " | 31271 | 125 | 00 | 102 | 54 |
| | Rhoda Graham | " | 25 | " | 8 | 17 | " | 31311 | 900 | 00 | 106 | 40 |
| | Robt. Hill | 4 | 1 | 87 | 4 | 6 | " | 31424 | 750 | 00 | 60 | 00 |
| | D. D. Ketch | 4 | 12 | " | " | 2 | " | 31427 | 1200 | 00 | 196 | 00 |
| | Wm. Graham | 5 | 31 | " | 6 | 1 | " | 31653 | 500 | 00 | 40 | 00 |
| | Same | " | " | " | " | " | " | 31654 | 1200 | 00 | 96 | 00 |
| | Albert Kilgore | 4 | 9 | " | 4 | 7 | 88 | 31451 | 1188 | 00 | 170 | 00 |
| | James Orr | 4 | 25 | " | 7 | 30 | 87 | 31502 | 250 | 00 | 188 | 95 |
| | Comrad Rudolph | " | 23 | " | 10 | 31 | " | 31501 | 550 | 00 | 323 | 00 |
| | J. D. Converse | 3 | 8 | " | 8 | 26 | " | 31344 | 2369 | 90 | 665 | 00 |
| | Thos. Kilbury | 6 | 13 | " | 7 | 5 | " | 31902 | 200 | 00 | 160 | 16 |
| | F. Taylor | 7 | 15 | 86 | 7 | 19 | " | 30484 | 525 | 00 | 389 | 60 |
| | Same | 6 | 28 | " | 6 | 28 | " | 30445 | 375 | 00 | 65 | 00 |
| | Nettie Mock | 5 | 18 | 87 | 12 | 10 | " | 31567 | 55 | 00 | 31 | 84 |
| | Andrew Cary Esq. | " | 24 | " | 2 | 2 | 88 | 31590 | 165 | 10 | 109 | 14 |

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| 150 | 00 |
| 500 | 00 |
| 37 | 74 |
| 1563 | 44 |
| 212 | 00 |
| 1328 | 74 |
| 100 | 00 |
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| 1500 | 00 |
| 34 | 12 |
| 900 | 00 |
| 750 | 00 |
| 1100 | 00 |
| 500 | 00 |
| 1200 | 00 |
| 1118 | 00 |
| 65 | 00 |
| 260 | 00 |
| 1704 | 90 |
| 39 | 84 |
| 135 | 40 |
| 340 | 00 |
| 25 | 00 |
| 63 | 00 |

The said James B. Smith and Lawson Calhoun, in good faith supposing that they were entitled so to do, participated and acquiesced in, and consented to, the conduct and management of the said new bank as aforesaid, and as such Executors co-operated with said Charles B. Smith, the acting Cashier of said Bank, and they became and were, during all the time from the death of said Abrah Smith to the said 20th day of September, 1888, members of and partners in the said new Bank: interested and liable with the said Charles B. Smith as a partner in such business, and became and were, jointly with the latter, entitled to and legal owners of, the money deposited in said new Bank after the said death of Abrah Smith, and entitled to, and invested with, all equities arising in their favor - in favor of the said Plain City Bank, the said new Bank, and in favor of the patrons of, and depositors in said new Bank, and from the payment out of said moneys upon the liabilities of the estate of Abrah Smith, aforesaid.

They also knowingly permitted, as did the said Charles B. Smith, a large part of the assets of said estate and of said old Bank, to remain in the said business and to form a part of the capital engaged therein. The plaintiff, however, is informed and believes and alleges the fact to be, that the said James B. Smith and Lawson Calhoun deny such participation, consent, acquiescence, co-operation, membership, interest and liability as above stated, and the fact of permitting the assets of said estate to remain in said business.

The plaintiff alleges, however, that whoever was or were or constituted the proprietor or proprietors and ^{manager or} managers of the business carried on by the said new Bank, this plaintiff by his said appointment became invested with all and singular the rights and equities which accrued to said new Bank and the members thereof by reason of the facts above stated, and succeeded to the rights and equities which accrued to said new Bank, thereby, including the equitable right to be subrogated to the rights and equities of those creditors and depositors and holders of certificates of deposit of the old Bank and also became and is invested with the right to recover from the estate of said Abrah Smith and from the defendant, his administrator, the sum which represents the amount paid out of the funds of the said new Bank upon the debts of said estate aforesaid, less the amount of assets which came to the hands of said new Bank and were so applied to the payment of the debts of said estate which balance the plaintiff alleges to be the sum of \$75,000.⁰⁰ with interest thereon from the 20th day of September 1888.

Plaintiff says that on or about the 20th day of September, 1888 the said Charles B. Smith ceased to be an Executor of the last Will and Testament of Abrah Smith

deceased.

At the time last named, he had become and was as he ever since has been and still remains, insolvent and wholly without means to pay any part of the said liabilities of the said old Bank; having applied all his separate and individual means to the payment aforesaid of the said old Bank's liabilities.

That thereafter, to-wit: on the -- day of --, 18-- the said Dawson Calhoun ceased to be an Executor of said Will.

Thereafter, to-wit: about the -- day of --, 18-- the said James B. Smith, by the action of the Probate Court of Union County, Ohio, ceased to be an Executor of said Will; and thereupon the defendant, James N. Robinson, was by the action of said Probate Court and by his acceptance of such trust, duly appointed, constituted, and qualified, has ever since been and is now, the acting Administrator de bonis non, with the Will annexed, of the said last Will and Testament of Abrah Smith, deceased.

Neither of the former Executors of the said last Will and Testament nor the said present Administrator, de bonis non, has ever paid the said new Bank or to this plaintiff as its Receiver and successor, any part of the said sum of \$75,000.00 or interest thereon.

Heretofore, to-wit: on the 6th day of June 1892, not conceding that such action was necessary to recover herein, the plaintiff duly presented to said Robinson as such Administrator de bonis non, the said claim of \$75,000.00 with interest as aforesaid stated as above, duly authenticated according to law, and requested the said Administrator, de bonis non, that he allow such claim as a valid claim against the said estate of Abrah Smith, deceased, but he declined and still declines to allow the same, or to indorse his allowance thereon, but on the contrary he disallowed and rejected the same.

For the purpose of affording them an opportunity to disclose whether any and what interest they have or claim in this controversy, the plaintiff makes the said Dawson Calhoun, James B. Smith and Charles B. Smith, parties defendant herein.

Plaintiff says that the transaction and dealing out of which the claim herein declared upon arose are of an involved and complicated nature, so that it will require an accounting to determine the precise sum which this plaintiff is entitled to recover against the said Administrator, defendant, but that the same will not amount to less than the sum herein claimed.

Wherefore the plaintiff asks that, for the purpose of determining the precise amount of such excess an account be taken and stated

1. - Of the Certificates of Deposit which were issued in the life-time of Abrah Smith by the Plain City Bank, - the Old

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- Bank, - for money deposited therewith and therein, and which were outstanding and unpaid at the death of said Abrah Smith.
- 2." - The amount of money received by the said new Bank from depositors and from other sources, after the death of said Abrah Smith and prior to the said 20th day of September, 1888.
- 3." - The amount of money paid by the said new Bank after the death of Abrah Smith upon Certificates of Deposit so outstanding and unpaid at the time of his death.
- 4." - The amount of assets of the estate of Abrah Smith, deceased, which came to the hands of the said new Bank and which were used as a part of the fund appropriated to the payment of said Certificates of Deposit and indebtedness of the said old Bank prior to Abrah Smith's death.
- 5." - The amount of Certificates of Deposit outstanding at the death of Abrah Smith, issued in his life-time, upon which partial payments were made by the said new Bank and of the aggregate amount of such payments.
- 6." - The amount to which the indebtedness of Abrah Smith evidenced as aforesaid, was reduced and satisfied by the said new Bank in excess of the assets of said estate, which contributed toward such payment.
- 7." - The amount to which the said defendants except the said Administrator, contributed of their individual funds to the business of said new Bank, or to the payment of the indebtedness of the said old Bank.
- 8." - The amount of the assets of Abrah Smith, deceased, which were left in the said new Bank by the said Executors and embarked in its business as a part of its capital.
- 9." - Of such other facts and matters as in the opinion of the Court may appear to be necessary to a full determination of the issues and controversies herein.

Plaintiff also prays to be subrogated to rights of the said satisfied creditors of said estate.

Plaintiff further prays that for such balance, for which plaintiff alleges he is entitled to be subrogated to the rights of the satisfied creditors of said Abrah Smith, deceased, which shall be found due upon such accounting, but which the plaintiff alleges is not less than the sum of \$75,000.⁰⁰ and interest thereon from the 20th day of September, 1888, the plaintiff as such Receiver may have judgment against the said Administrator de bonis non, to be satisfied out of the assets of said estate in his hands for distribution, and for such other and further relief as to the Court may seem equitable and just.

Powell, Ricketts & Black
 & Selwyn N. Owen, Attorneys for Plaintiff.

State of Ohio,
 Franklin County, ss: |

James T. Black on his oath says: That he is Receiver of the Plain City Bank named in the foregoing petition: That

The claim set forth therein is justly due, that no payments have been made thereon, and that there are no set-offs against the claim, to the knowledge of affiant.

James T. Black

Sworn to before me and by the said James T. Black subscribed in my presence this 20th day of May 1892.

(Seal)

Robert L. Gilliam, Notary Public
Franklin County, Ohio.

The claim set forth in the foregoing petition is, after examination by me rejected as a claim against the estate of Abrah Smith deceased. June 6th 1892.

The State of Ohio
Madison County, ss.:

J. N. Robinson, Admr. with Will annexed of
Abrah Smith, Deceased.

James T. Black being first duly sworn on his oath says, that he is the Receiver of the Plain City Bank, duly appointed and qualified, and the plaintiff in the above entitled action and that the facts stated and allegations contained in the foregoing petition are true as he verily believes.

James T. Black

Sworn to and subscribed in my presence this 6th day of June A. D. 1892.

(Seal)

M. F. Dumm, Clerk of Court of Common Pleas,
Fee \$0 paid by Black. Madison County, Ohio.

I enter the appearance of myself in this case.

J. N. Robinson, Admr. de bonis non with
the Will annexed of Abrah Smith, Deceased.

Præcipe To the Clerk of said Court:

Having reference to the title of this case in the foregoing petition, issue summons against James N. Robinson, Administrator, &c, to the Sheriff of Union County; against Dawson Calhoun and James B. Smith to the Sheriff of Madison County; and against said Charles B. Smith to the Sheriff of Franklin County returnable according to law.

Powell, Ricketts & Black

Sehryn N. Owen, Attorneys for Plaintiff

Dated this 7th day of June A. D. 1892.

Afterward, on the 8th day of June 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 Franklin County:

Summons

6389

You are commanded to notify Charles B. Smith that he and others have been sued by James T. Black Receiver of the Plain City Bank in the Court of Common Pleas of Union County, and must answer by the 9th 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

20th day

(Seal)

Sheriff's Return

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20th day of June A. D. 1892.

Witness my hand and the Seal of said Court, this 8th day of June A. D. 1892.

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

Sheriff's Return

And on the 28th day of June A. D. 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | | | | |
|------|-------------|---------|-------------------|-------------------|
| 6389 | Ser. Return | 25 | The State of Ohio | Sheriff's Return. |
| | Mileage | 50 | County | |
| | Copy | 20 | | |
| | Total | \$ 1 25 | | |

Received this writ June 9th, A. D. 1892, at 9 o'clock A. M. and after diligent search I was unable to find the within named defendant Charles B. Smith within this County.
James Ross, Sheriff
W. W. Simmons, Deputy.

Summons

Afterward, on the 8th day of June A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

6389 The State of Ohio, Union County To the Sheriff of Madison County:

You are hereby commanded to notify Lawson Calhoun and James B. Smith that they and another have been sued by James T. Black Receiver of the Plain City Bank in the Court of Common Pleas of Union County, and must answer by the 9th 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 20th day of June A. D. 1892.

Witness my hand and the Seal of said Court, this 8th day of June A. D. 1892.

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

Sheriff's Return

And on the 21st day of June A. D. 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | | | | |
|------|-------------|---------|-------------------|------------------|
| 6389 | Ser. Return | 70 | The State of Ohio | Sheriff's Return |
| | Mileage | 3 20 | Madison County | |
| | Copy | 50 | | |
| | Total | \$ 4 40 | | |

Received this writ June 15th, A. D. 1892 at 2 o'clock P. M. and served the within named James B. Smith on June 17th, 1892, personally by handing to him a true and certified copy of this writ with the endorsements thereon.
Benj. Emery, Sheriff of Madison Co. Ohio

I hereby appoint E. C. Chapman to serve the within named Lawson Calhoun.
E. C. Chapman, Sheriff
State of Ohio,
Madison County, ss:

E. C. Chapman being duly sworn says that on the 18th day of June 1892, I served the within Lawson Calhoun personally by handing to him a true and certified copy of this writ with the endorsements thereon.
E. C. Chapman.

Sworn to and subscribed before me this 18th day of June 1892.
A. J. Martin, J. P.

Demurrer

Afterward, on the 7th day of July, A. D. 1892, a Demurrer was filed with the Clerk of said Court, to wit:

6387

James T. Black Receiver of the Plain City Bank. Plaintiff

vs.

James N. Robinson, Administrator de bonis non with the Will annexed of Abrah Smith, Deceased, Dawson Calhoun, James B. Smith and Charles B. Smith. Defendants

Court of Common Pleas Union County, Ohio.

The said defendant Dawson Calhoun demurs to the plaintiff's petition upon the ground that it does not state facts sufficient to constitute a cause of action.

M^{rs} Cloud & Converse

Harrison, Olds & Marsh, Attys. for Deft.

Afterward, on the 7th day of July A. D. 1892, a Demurrer was filed with the Clerk of said Court, to wit:

Demurrer

6388

James T. Black Receiver of the Plain City Bank. Plaintiff

vs.

James N. Robinson, Administrator de bonis non with the Will annexed of Abrah Smith, Deceased, Dawson Calhoun, James B. Smith and Charles B. Smith Defendants

Court of Common Pleas Union County, Ohio.

The said defendant James B. Smith demurs to the plaintiff's petition upon the ground that it does not state facts sufficient to constitute a cause of action.

M^{rs} Cloud & Converse

Harrison, Olds & Marsh, Attys. for said Deft.

Afterward, on the 13th day of September A. D. 1892 a Demurrer was filed with the Clerk of said Court, to wit:

Demurrer

6389

James T. Black, Receiver &c

vs.

James N. Robinson Admr &c and others. Defendants

Court of Common Pleas, Union County, Ohio.

The defendant James N. Robinson as Administrator &c of the estate of Abrah Smith, deceased, now comes and demurs to the plaintiff's petition and for cause says said petition does not state facts sufficient to constitute a cause of action against the estate of Abrah Smith, deceased.

2^d - The said plaintiff hath not the legal capacity to bring said action, his appointment as Receiver as alleged not showing a right to bring this action against the Administrator of the partner of said Charles B. Smith.

3^d - The said petition does not allege that the said Charles B. Smith who it is alleged owned said new Bank has paid more than his share of the indebtedness of said old Bank of Plain City for which he was liable equally with said Abrah

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Smith as his partner in said old Bank.
4. - Said petition is otherwise insufficient in law.
Robinson vs Woodburn.

Attorneys for said Administrator
Afterward, on the 7th day of February A. D. 1893, an entry
was made on the Journal by the Clerk of said Court, to wit:
James T. Black Receiver

Entry

6389

vs.
James W. Robinson Admr. of
the estate of Abrah Smith
Deceased, and others

Journal 16. Page 320.

This day came on this cause to be heard on the demur-
rer of the said Administrator and the demurrers filed by
J. B. Smith and of Lawson Calhoun and the Court being
fully advised in the premises do sustain each of said de-
murrers. Thereupon the plaintiff asked leave of the
Court to file his amended petition in thirty days which
is granted and this cause is continued.

Afterward, on the 4th day of March A. D. 1893, an
Amended Petition was filed with the Clerk of said Court to wit:
James T. Black as Receiver of the
Plain City Bank Plaintiff

Amended
Petition

6389

vs.
James W. Robinson, Administrator
de bonis non, with the Will
annexed of the last Will and
Testament of Abrah Smith, Deceased,
Lawson Calhoun, James B. Smith
and Charles B. Smith, Defendants

Court of Common Pleas,
Union County, Ohio.

The plaintiff, James T. Black, as Receiver of the
Plain City Bank, for his amended petition herein, says
that he is such Receiver of the Plain City Bank heretofore
appointed and qualified in that behalf by the Court of
Common Pleas of Franklin County, Ohio, in the month of
October, 1888, in a suit therein pending, wherein Andrew
Gill was plaintiff and Charles B. Smith et al. were defendants.

That in the year 1876, the said Charles B. Smith
defendant, and his father, the said Abrah Smith, then
in full life formed a partnership for the purpose of carry-
ing on business of general banking, except that of a
bank of issue, in the village of Plain City, Madison County,
Ohio.

That as equal partners they continued to and
did prosecute said business under the firm name
and style of the Plain City Bank until the 18th day of
June A. D. 1887.

As such firm under the said firm
name and at the said village of Plain City, they contin-
ued from the first until and including the last date
aforesaid, to carry on and transact every feature of a gen-
eral banking business except that of a Bank of issue.

During said time they received on deposit in said Bank many and divers sums of money from many and divers depositors for each of which said several sums of money, and to evidence the deposit thereof, and the liability and promise to repay the same, the said firm at the time of such deposit issued to the depositor thereof, in the name of the Plain City Bank, signed by said Charles B. Smith as Cashier of said Bank, who was the acting Cashier thereof during all the time aforesaid, a certificate of deposit bearing the date of the time of such deposit, which recited that such depositor, naming him or her, had deposited in the said Plain City Bank the amount so deposited, payable to the order of such depositor, upon the return of such certificate, in current funds stipulating in said certificate the rate of interest, if any, which said sum should bear, and from what time.

From the date of the formation of said partnership as aforesaid, to and including the 15th day of June 1887, the said firm, the said Plain City Bank, - so received on deposit sums aggregating about \$120,000.⁰⁰ and not less than \$118,000.⁰⁰ for which they gave certificates substantially in the terms above alleged, to each of the persons so depositing.

For the sums so deposited the said firm severally issued in the aggregate, between and including the dates above mentioned, four hundred and forty-five (445) certificates of Deposit which remained and were unpaid at the said date, the 16th of June 1887.

On the said last named day the said Alvah Smith died testate, leaving a last Will and Testament, whereby he had nominated the said Charles B. Smith, another son, James B. Smith, each being an heir and devisee of the testator, and a son-in-law, Lawson Calhoun, Executors thereof.

Immediately after the death of said Alvah Smith, the said last Will and Testament was duly proved, admitted to probate and record in and by the Probate Court of Union County, Ohio, wherein the said testator resided at the time of his death.

Thereupon the persons so nominated as Executors were severally appointed to, qualified for, accepted, and entered upon the discharge of, their duties as such Executors.

No authority was given in or by said Will to the said Executors, or either of them, to carry on the business of said partnership known as the Plain City Bank or any part thereof.

From the death of said Alvah Smith and the qualification of said Executors as aforesaid, they continued as such to carry on the business of general banking at the same place and under the same name of the Plain City Bank to the same extent and in the same manner as it had been theretofore conducted by the said firm composed of Alvah Smith and his son and late partner the said Charles B. Smith, until the 20th day of September, 1888, when the said

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banking business ceased, and the said Bank was closed.

From the death of said Abrah Smith to and including the said 20th day of September, 1888, the said defendants as such Executors continued the management and prosecution of the said business as aforesaid, and to receive upon deposit from divers and sundry depositors and patrons, large sums of money exceeding in the aggregate the sum of \$100,000⁰⁰; but the exact amount of which is unknown to this plaintiff.

The said Charles B. Smith acted as Cashier of said firm and Bank and was assisted in said business by one N. J. Dickerson, who was known and acted as Assistant Cashier all with the knowledge and acquiescence of said Executors.

Hereafter, in this petition, the plaintiff will, for convenience, speak of the banking business and firm operated in the life-time of Abrah Smith, as the old Bank and of that operated since his death, as the new Bank.

During the conduct of said business by such Executors there was paid out by them upon, and in extinguishment of, the indebtedness of the old Bank, which indebtedness was evidenced by certificates of deposit, issued as aforesaid, the sum of \$130,000⁰⁰ to which extent the said certificates of deposit of the old Bank so outstanding at the time of the death of Abrah Smith were paid, satisfied, extinguished and retired.

By such payment, the indebtedness of the said estate of Abrah Smith, deceased, became and was paid off, satisfied, and discharged to the extent of the sum of \$130,000⁰⁰.

Of said \$130,000⁰⁰ of the indebtedness of said estate, \$55,000⁰⁰ were paid out of assets of the said estate then in the hands of such Executors, so that the sum of \$75,000⁰⁰ of the assets of the new Bank which were made up of money deposited therein by the patrons, customers and depositors of said new Bank, and of the individual money of said Executors were applied by the latter as such to the discharge and satisfaction of the liabilities of said estate.

The claims against the said estate, evidenced by said certificates of deposit, were never authenticated by affidavits as claims against it as required by law; were never presented to such Executors, or either of them, for allowance or rejection; were never rejected; were never formally allowed, except as such allowance was evidenced by the payment thereof.

The said Executor supposed and believed they were clothed with the power to continue the said banking business under the said firm name of the Plain City Bank and that the payment out of the then present funds of said Bank, made up, as aforesaid, upon the certificates outstanding at the time of said Abrah Smith's death, was authorized, regular and legal, and such payments were so made in good faith and for the purpose of satisfying and extinguishing the indebtedness of said estate of Abrah

Smith, as evidenced by the issue of said certificates of Deposits by the old Bank. Both the said Charles B. Smith and James B. Smith were largely interested pecuniarily as such heirs and devisees in said estate, and in whatever should remain of the assets thereof after the payment of its debts.

The plaintiff says that as such Receiver of the Plain City Bank, by virtue of said appointment and qualification, and by virtue of the order of said Court of Common Pleas of Franklin County, so appointing him, he succeeded to all the property rights in action, equitable interest, evidences of indebtedness, credits, and all claims, legal and equitable, and all and singular the assets of every kind and character of said new Bank; and that by virtue of his said appointment he became and is invested with all rights of action and all and singular the equities of the said new Bank arising from the discharge of the debts of the old Bank by the money of the said new Bank.

As such Receiver he became possessed of, and is now in custody of, all the certificates of Deposits so paid by said new Bank and which were issued before the death of said Abrah Smith.

The indebtedness of the said new Bank at the time of plaintiff's appointment and which it is his duty to discharge out of assets of said new Bank, amounts to not less than \$75,000, and is wholly unpaid.

In "Schedule A" incorporated in the original petition herein, to which, for convenience, reference is now made, this plaintiff presents a full, true and correct description of each certificate of deposit so issued by said old Bank, in the life-time of said Abrah Smith and which have been paid as aforesaid since his death.

In the first column at the left of said descriptive Schedule is indicated the rate of interest which each certificate was by its terms made to bear, where any interest was stipulated for. Each space at the left of a name which is left blank and unfilled indicates that no rate of interest was expressly provided for in the certificate indicated.

In the second column from the left is the name of each depositor and holder of the certificate involved.

In the third column from the left, under the heading, "Date Issued," is indicated the time and date of the issue of the certificate.

In the fourth column under the heading "Date Paid" is indicated the year, month, and day of such payment.

In the fifth column is the number of each certificate.

In the sixth and last column is a statement of the amount deposited, and for which the certificate was issued.

Where interest is indicated the amount will be found by computing interest upon the original amount deposited at the rate indicated, from the date of issue to the date of payment.

In "Schedule B" incorporated herein, there

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is presented a full, true and correct list and description of each certificate of deposit of the said old Bank upon which part payment was made in the manner and by the means aforesaid after the death of said Abrah Smith.

In the first column at the left of this Schedule is indicated the rate of interest which the certificate bore, of any.

In the second column from the left is indicated the name of the person depositing the money and holding the certificate.

In the third column the date of issue.

In the fourth column the date of payment.

In the fifth column the original of the certificate.

In the sixth column the original amount of said certificate and of the amount deposited.

In the seventh column the amount paid.

In the eighth and last column the amount unpaid and the amount for which renewal certificates were issued.

The said Executors also knowingly permitted a large part of the assets of said estate of Abrah Smith, and of said old Bank, to remain in the said business and to form a part of the capital engaged therein.

The plaintiff alleges that by his said appointment, he became invested with all and singular the rights and equities which accrued to said new Bank and the members thereof by reason of the facts above stated, and succeeded to the rights and equities which accrued to the said new Bank, thereby, including the equitable right to be subrogated to the rights and equities of those creditors and depositors and holders of certificates of deposit of the old Bank, and also became and is invested with the right to recover from the estate of said Abrah Smith and from the defendant, his Administrator, the sum which represents the amount paid out of the funds of the said new Bank upon the debts of said estate aforesaid, less the amount of assets which came to the hands of said new Bank and were so applied to the payment of the debts of said estate, which balance the plaintiff alleges to be the sum of \$75,000.00 with interest thereon from the 20th day of September, 1858.

Plaintiff says that on or about the 20th day of September, 1858 the said Charles B. Smith ceased to be an Executor of the last Will and Testament of Abrah Smith, deceased.

At the time last named, he had become and was insolvent and wholly without means to pay any part of the said liabilities of the said old Bank, having applied all his separate and individual means to the payment of the said old Bank's liabilities.

That thereafter, to wit, on the -- day of --- 18-- the said Lawson Calhoun ceased to be an Executor of said Will.

Thereafter, to wit, about -- day of --- 18-- the said James B. Smith, by the action of the Probate Court of Union County, Ohio, ceased to be an Executor of said Will, and

thereupon the defendant James W. Robinson was by the action of said Probate Court, and by his acceptance of such trust, duly appointed, constituted and qualified, has ever since been, and is now, the acting Administrator de bonis non, with the will annexed of the said last Will and Testament of Abrah Smith, deceased.

Neither of the former Executors of the said last Will and Testament, nor the said present Administrator, de bonis non, has ever paid the said new Bank or to this plaintiff, as its Receiver and successor, any part of the said sum of \$75000⁰⁰ or interest thereon.

Heretofore, to-wit, on the --- day of ---, 18-- not conceding that such action was necessary to recover herein, duly presented to said Robinson as such Administrator, de bonis non the said claim of \$75000⁰⁰ with interest as aforesaid, stated as above, duly authenticated according to law, and requested the said Administrator de bonis non that he allow such claim as a valid claim against the said estate of Abrah Smith, deceased, but he declined to and still declines to allow the same, or to indorse his allowance thereon, but on the contrary he disallowed and rejected the same.

For the purpose of affording them an opportunity to disclose whether any and what interest they have or claim in this controversy, the plaintiff makes the said Larson Calhoun, James B. Smith and Charles B. Smith parties defendant herein.

Plaintiff says that the transactions and dealings out of which the claim herein declared upon, arose, are of an involved and complicated nature, so that it will require an accounting to determine the precise sum which this plaintiff is entitled to recover against the said Administrator, defendant, but that the same will not amount to less than the sum herein claimed.

Wherefore the plaintiff asks that, for the purpose of determining the precise amount of such excess an accounting be taken

- 1st - Of the certificates of Deposit which were issued in the lifetime of Abrah Smith by the Plain City Bank, -- the old Bank, -- for money deposited therewith and therein, and which were outstanding and unpaid at the death of said Abrah Smith.
- 2nd - The amount of money received by the said new Bank from depositors and from other sources, after the death of said Abrah Smith, and prior to the said 20th day of September 1885.
- 3rd - The amount of money paid by the said new Bank after the death of Abrah Smith upon certificates of Deposit so outstanding and unpaid at the time of his death.
- 4th - The amount of assets of the estate of Abrah Smith, deceased, which came to the hands of the said new Bank and which were used as a part of the fund appropriated to the payment of said certificates of deposit and indebtedness of the said old Bank prior to Abrah Smith's death.

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- 5." - The amount of certificates of deposit outstanding at the death of Abrah Smith, issued in his life-time, upon which partial payments were made by the said new Bank and of the aggregate amount of such payments.
- 6." - The amount to which the indebtedness of Abrah Smith, evidenced as aforesaid, was reduced and satisfied by the said new Bank in excess of the assets of said estate, which contributed toward such payment.
- 7." - The amount to which the said defendants, except the said Administrator, contributed of their individual fund to the business of said new Bank, or to the payment of the indebtedness of the said old Bank.
- 8." - The amount of the assets of Abrah Smith, deceased, and of the old Bank, which were left in the said new Bank by the said Executors and embarked in its business as a part of its capital.
- 9." - Of such other facts and matters as in the opinion of the Court may appear to be necessary to a full determination of the issues and controversies herein.

Plaintiff also prays to be subrogated to rights of the said satisfied creditors of said estate.
 Plaintiff further prays that for such residue, for which plaintiff alleges he is entitled to be subrogated to the rights of the satisfied creditors of said Abrah Smith, deceased, which shall be found due upon such accounting, but which the plaintiff alleges is not less than \$75,000. and interest thereon from the 20th day of September 1888, the plaintiff as such Receiver may have judgment against the said Administrator de bonis non to be satisfied out of the assets of said estate in his hands for distribution, and for such other and further relief as to the Court may seem equitable and just.

J. L. Cameron, Selwyn N. Owen,
 Powell, Ricketts & Black
 Attorneys for Plaintiff.

State of Ohio,
 Franklin County, ss:

James T. Black, being by me first duly sworn, deposes and says that he is the Receiver named in the foregoing amended petition and the plaintiff in this case, and that he believes the several allegations contained in said amended petition to be true.

James T. Black,
 Subscribed in my presence and sworn to before me by the said James T. Black, this 1st day of March, A. D. 1893.
 Chas. J. Stouffer, Notary Public,
 Franklin County, Ohio.

(Seal)
 Notary fee .40 (Paid by Plaintiff)

Demurrer
6389
Afterward, on the 17th day of March A. D. 1893, a Demurrer was filed with the Clerk of said Court, to wit:
James T. Black, Receiver
vs.
James N. Robinson Admr. et al
Court of Common Pleas
Union County, Ohio.
Demurrer to Amended Petition.
The said James N. Robinson, Administrator of the estate of Alvah Smith, deceased, comes and demurs to the amended petition of plaintiff and for cause of demurrer says:
1st: The said petition does not state facts sufficient to constitute a cause of action against said Administrator.
2nd: The said petition shows that said plaintiff hath no right or authority to commence or maintain said action against the said Administrator.
3rd: - The said petition does not aver that all the debts of said banking Company known as the Old Bank were paid by anyone and does not show that there are not other indebtedness of said Banking Company unpaid besides the amounts alleged to have been paid by said new Bank.
4th: - Said petition shows that said Charles B. Smith was partner with said Alvah Smith and that he hath no right of action against his co-partner except to account with the estate of his copartner by paying the one-half of the entire indebtedness of said Old Bank and that said Receiver hath no right to maintain an action for that purpose.
5th: - Said petition is otherwise insufficient and defective.
March 17th 1893
Robinson vs Woodburn,
Attorneys for J. N. Robinson Admr.

Entry
6389
Afterward, on the 5th day of June A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:
James T. Black, Receiver
vs.
J. N. Robinson Admr. et al.
Journal 16, Page 406.
This day came on this cause to be heard on the demurrer of J. N. Robinson Administrator to the amended petition of plaintiff. Whereupon the Court being fully advised in the premises sustain said demurrer, to which ruling of the Court the plaintiff excepts and this cause is continued.

Entry
6389
Afterward, on the 16th day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court
James T. Black, Receiver
vs.
James N. Robinson Admr.
Journal 16, Page 432.
This day came the said plaintiff and made known to the Court here that since the commencement of this action the said Charles B. Smith one of the defendants herein has departed this life and that one Emory Smith has been duly appointed and is now acting as Administrator of his

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estate. Wherefore the said plaintiff moves that such proceedings be had and taken as are necessary to a removal of this action as against said Administrator.

And thereupon came the said Administrator and waived all formal proceedings and process against him, and voluntarily enters his appearance herein as defendant and consents to abide the final judgment in this action.

It is therefore ordered that this action as against Charles B. Smith stand revived as against his said Administrator.

Afterward, on the 29th day of September A. D. 1893, a Demurrer was filed with the Clerk of said Court, to wit:

James T. Black, Receiver of the
Plain City Bank Plaintiff

Court of Common Pleas

Demurrer

vs.

James N. Robinson, Administrator
de bonis non, with the Will annexed
of Abrah Smith, Dec'd. et al. Defendants

Union County, Ohio.

6389

The Administrator of the estate of said Charles B. Smith late defendant herein, demurs to the petition, for that it fails to state facts sufficient to constitute a cause of action against him as said Administrator.

Charles J. Stouffer,
Attorney for the Administrator.

Afterward, on the 29th day of September A. D. 1893, a Demurrer was filed with the Clerk of said Court, to wit:

James T. Black, as Receiver of the
Plain City Bank

Court of Common Pleas,

Demurrer

vs.

James N. Robinson, Admr. de bonis non
with the Will annexed of the last
Will of Abrah Smith, Deceased,
Lawson Calhoun, James B. Smith
and Charles B. Smith.

Union County, Ohio.

6389

Demurrer of Lawson
Calhoun to Amended Petition

The defendant Lawson Calhoun, demurs to the amended petition herein, for the ground that it appears upon the face of said amended petition that the same does not state facts sufficient to constitute a cause of action in favor of the plaintiff against this demurrant.

Harrison, Olds & Henderson
Attorneys for Demurrant.

Afterward, on the 29th day of September, A. D. 1893 a Demurrer was filed with the Clerk of said Court, to wit:

James T. Black, as Receiver of
the Plain City Bank

Court of
Common Pleas

Demurrer

vs.

James N. Robinson, de bonis non with Will
annexed of last Will of Abrah Smith, Dec'd.
Lawson Calhoun, James B. Smith, Charles B. Smith

Union County, Ohio.

6389

Demurrer of James
B. Smith to

Amended Petition

Demurrer

6389

The defendant, James B. Smith, demurs to the amended petition herein, for the ground that it appears upon the face of said amended petition that the same does not state facts sufficient to constitute a cause of action in favor of the plaintiff against this demurrant.

Harrison, Olds, and Henderson
Attorneys for demurrant.

Afterwards, on the 29th day of September A. D. 1893, an entry was made on the Journal by the Clerk of said Court James T. Black, as Receiver of the Blain City Bank

Entry

6389

James W. Robinson as Administrator de bonis non with the Will annexed of Abrah Smith, Deceased et al.

Journal 16, Page 455.

This day came this cause on to be heard upon the demurrers of James B. Smith, Lawson Calhoun, and the Administrator of Charles B. Smith, deceased to the plaintiff's amended petition and said demurrers were argued by counsel and submitted to the Court.

On consideration whereof the Court being fully advised in the premises sustains each and all of said demurrers. To which ruling of the Court in sustaining said demurrers the plaintiff excepted.

And the plaintiff not desiring to further amend his petition, it is considered and adjudged by the Court that this action be and the same is dismissed at the cost of the plaintiff.

It is therefore adjudged by the Court that the defendants recover of the plaintiff their costs herein expended taxed to \$ - - .

Thereupon the plaintiff gave notice of his intention to appeal this cause to the Circuit Court of said County of Union and the Court allows said appeal.

And the plaintiff having heretofore given Bond as Receiver no further Bond is required for Appeal.

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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 9th 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 10th day of October, A. D. 1892, Fleetwood Courtwright filed in the Clerk's Office of the said Court of Common Pleas the following Petition against L. J. Taylor, et al to wit:
Fleetwood Courtwright, Plaintiff

Petition

or.
L. J. Taylor & F. M. Taylor Defendant

Court of Common Pleas
Union County, Ohio.

6442

The said plaintiff says there is due to him from said defendants on their promissory note (a copy of which is hereto attached marked "A.") the sum of One thousand dollars with eight per cent. interest from the 22nd day of February 1888 and therefore plaintiff asks judgment against the defendants for said sum of One thousand dollars with eight per cent. interest thereon from February 22nd, 1888.

2nd. For a Second Cause of Action the said plaintiff says there is due to him from the said defendants on their note (a copy of which is hereto attached marked "B") the sum of twelve hundred dollars with eight per cent. interest thereon from February 22nd, 1888 and therefore plaintiff asks judgment against the defendants for said sum of twelve hundred dollars with eight per cent. interest from February 22nd, 1888 on this 2nd cause of action.

Robinson & Woodburn,
Attorneys for Plaintiff.

The State of Ohio,
Union County, ss:

Fleetwood Courtwright plaintiff being duly sworn doth depose and say the allegations of the foregoing Petition are true as he believes.

Fleetwood Courtwright.

Sworn to before me and signed in my presence by the plaintiff this 10th of October, 1892.
(Seal) R. M. Crony, Clerk.

Copy of
note "A."

\$1000.⁰⁰ February 22nd, 1888.

On or before the First of April the 1st 1889 we promise to pay Fleetwood Courtwright or order One thousand dollars at the rate of eight per cent. interest only for Borrowed money.
L. J. Taylor
F. M. Taylor.

Copy of \$1200.⁰⁰ On or before the first of April the 1st 1890 Eighteen
ninety we promise to pay Fleetwood Courtwright or order Twelve
Note B. hundred dollars for value received at the rate of eight per
cent. interest only.
L. J. Taylor
F. M. Taylor.

Receipt To the Clerk:

Issue Summons for both the defendants and endorse
Petition on Notes for \$1000.⁰⁰ with eight per cent. interest from
February 22nd 1888 and \$1200.⁰⁰ with eight per cent. interest from
February 22nd 1888. Also issue a writ of Attachment
against L. J. Taylor with the same endorsements
Filed October 10th 1892. Robinson & Woodburn
Attorneys for Plaintiff.

Afterward, on the 10th day of October A. D. 1892, a
Summons was issued by the Clerk of said Court indorsed to wit:

Summons The State of Ohio.

Union County To the Sheriff of Union County;

6442

You are hereby commanded to notify L. J. Taylor
and F. M. Taylor that they have been sued by Fleetwood
Courtwright in the Court of Common Pleas of Union County
and must answer by the 12th 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
24th day of October A. D. 1892.

Witness my hand and the Seal of said Court, this
(Seal) 10th day of October A. D. 1892.

R. M. Leroy, Clerk.

And on the 18th day of October A. D. 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

| | |
|-------------|------|
| Ser. Return | 30 |
| Ad. Offs. | 15 |
| Mileage | 4 00 |
| Copies | 40 |
| Total | 4 85 |

The State of Ohio. Sheriff's Return.
Union County

Received this writ October 10th A. D. 1892 at 2
o'clock P. M. and served same by delivering a true
and certified copy thereof with the endorsements
thereon to L. J. Taylor on the 11th day of October 1892 and by leav-
ing at the usual place of residence of F. M. Taylor a true and
certified copy of this writ with the endorsements thereon on
the 13th day of October 1892. Thomas Martin, Sheriff

Afterward, on the 10th day of October A. D. 1892, an Affidavit
was filed with the Clerk of said Court, to wit:

Affidavit

for L. J. Taylor, & F. M. Taylor, Defendant.
The State of Ohio.
Union County, ss:

Court of Common Pleas,
Union County, Ohio.

Attachment

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the said defendants the sum of One thousand dollars with eight per cent. interest thereon from February 22nd 1888 and also the sum of Twelve hundred dollars with eight per cent. interest from February 22nd 1888 on their two notes of that date the two amounting at this date to three thousand and sixteen dollars for which he has brought suit in said Court where the same is pending. That said claim is for money only and is due and is just and he ought to recover thereon the said sum of One thousand dollars with eight per cent. interest from February 22nd 1888 and the further sum of Twelve hundred dollars with eight per cent. interest from February 22nd 1888 now amounting to the sum of three thousand and sixteen dollars. That the property about to be attached is not exempt from execution and is not the personal earnings of L. J. Taylor defendant for services rendered by him within three months prior to the commencement of this action. That defendant L. J. Taylor is the head of a family and he makes oath that the said defendant L. J. Taylor hath already disposed of a part of his property, to wit: by giving on his real estate a large mortgage without consideration for the purpose of defrauding the plaintiff out of his said claim and will dispose of the balance thereof if not prevented for the purpose of defrauding this plaintiff of his said claim.

Fleetwood Courtwright

Sworn to before me and signed in my presence this 10th of October 1892. (Seal) R. M^{rs} Lerony, Clerk.

Undertaking for Attachment

Afterward, on the 10th day of October A. D. 1892, an Undertaking for Attachment was filed with the Clerk of said Court, to wit:

The State of Ohio
 Union County | Court of Common Pleas,
 Fleetwood Courtwright, Plaintiff |

or.
 L. J. Taylor, Defendant

We bind ourselves to the said defendant L. J. Taylor that the plaintiff Fleetwood Courtwright shall pay the said defendant the damages not exceeding Six thousand and two hundred dollars, which he may sustain by reason of the attachment in this action, if the order therefor be wrongfully obtained.

Fleetwood Courtwright
 J. L. Felkner.

October 10th, 1892.

This undertaking approved by me, this 10th day of October A. D. 1892. (Seal) R. M^{rs} Lerony, Clerk of said Court.

Afterward, on the 10th day of October A. D. 1892, an Order of Attachment was issued by the Clerk of said Court, indorsed with:

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

Attachment Flectwood Courtwright, Plaintiff

6442 L. J. Taylor Defendant

To the Sheriff of Union County, Ohio

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, money and effects of the defendant L. J. Taylor in your County not exempt by law from being applied to the payment of the claims of the plaintiff Flectwood Courtwright or so much thereof as will satisfy his claim for two notes, one of One thousand dollars with 8% interest from February 22nd 1888 and one for Twelve hundred dollars with 8% interest from February 22nd 1888, and also for Seventy-five dollars the probable cost of this action.

You will make due return of this order on the 24th day of October A. D. 1892.

Witness my hand and the Seal of said Court, this Seal. 10th day of October A. D. 1892.

R. M. Leroy, Clerk.

Endorsed: Money: One note \$1000. with 8% interest from February 22nd, 1888, and one note \$1200. with 8% interest from February 22nd 1888.

Sheriff's Return

6442 And on the 18th day of October A. D. 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County Office. Sheriff, Union County, Ohio.

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| Services | 30 |
| Copies | 30 |
| Mileage | 4 40 |
| Sum. Aprs. | 1 20 |
| Swear. | 25 |
| Inventory & April. | 1 00 |
| Convey. Aprs | 1 50 |
| Return | 25 |
| Bond | 33 |
| Total | \$ 9 55 |
| Appraisers fee | \$ 2 00 |

Received this order on the 10th day of October A. D. 1892, and in obedience to the command thereof, I did on the 11th day of October A. D. 1892, in the presence of S. W. Cowgill, and J. B. Davis 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

"Schedule A."

We, Thomas Martin, Sheriff of Union County, and S. W. Cowgill and J. B. Davis two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of L. J. Taylor and hereinafter described as follows, viz: 580 shock of corn @ .42 - \$ 243.⁶⁰; 25 head of cattle \$600.⁰⁰; 5 head horses \$360.⁰⁰; 2 bay mares \$175.⁰⁰; 2 gray horses \$200.⁰⁰; 585 shock corn @ .30 \$165.⁵⁰; 200 shock corn @ .42 \$84.⁰⁰; 350 head of sheep \$1225.⁰⁰; 3 ricks of hay \$91.⁰⁰; 21 acres growing wheat \$63.⁰⁰; 30 head hogs \$185.⁰⁰; lot of farm implements \$35.⁰⁰; 2 ricks of wheat ³/₄ 1 of oats \$135.⁰⁰; Total \$3562.¹⁰

Given under our hands this 11th day of October A. D. 1892. Thomas Martin, Sheriff. S. W. Cowgill, J. B. Davis.

Answer

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Afterward, on the 12th day of November A. D. 1892, an Answer was filed with the Clerk of said Court, to wit:

Fleetwood Courtwright

Court of Common Pleas
Union County, Ohio.

vs.
L. J. Taylor et al

Now comes the defendant L. J. Taylor and for his separate answer to the petition of the plaintiff says: The plaintiff ought not to have the relief prayed for in his petition, and ought not to have judgment on said notes or either of them, and ought not to have or maintain his said action against this defendant, because the defendant says, that the consideration for said notes is and was illegal, immoral and against public policy, and that their execution grew out of the following transactions, to wit: prior to the execution of said notes there was being operated in Union and adjoining Counties, a scheme for selling grain such as oats and wheat, at a fictitious value. The oats being sold under the name of "Bohemian Oats" and the wheat under various names such as "Red Line", "Seneca Chief".

By said scheme farmers and others were induced to buy oats at \$10.⁰⁰ per bushel when the same was only worth twenty-five cents per bushel, and "Red Line" and other wheat at \$15.⁰⁰ per bushel when the same was only worth ninety cents a bushel, and to induce farmers and others to buy such grain and to agree to pay the fictitious price aforesaid, the seller in each case agreed and promised that in the following season he would sell for the buyer twice the amount of grain purchased, at the same fictitious value and under a like agreement as to future sales.

It was further a part of said scheme to take promissory notes for the grain sold, which notes were made payable to some person or fictitious person or "bearer", and the date of payment fixed in the future so said notes could be sold or transferred before said scheme was exposed.

Such notes were commonly called and will hereinafter be called "Bohemian Oats notes". The plaintiff had full knowledge of this scheme and knew it was being operated in the defendants neighborhood and that large numbers of Bohemian Oats notes were being executed under and by reason of it, and plaintiff requested the defendant to procure all such notes he could and bring them to him and he would buy them, that he was not afraid of them as he had taken good counsel on the matter. Accordingly the defendant did procure a large number of such Bohemian Oats notes, all of which were executed for grain at the fictitious value aforesaid, with promise of double sales under the scheme aforesaid. And in the month of February or March 1891 the defendant sold said Bohemian Oats notes to plaintiff at a discount of fifteen and eighteen per cent, from the face, although they were mostly dated

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in 1885 and drew interest from date.

And the plaintiff at the time he bought said notes of defendant knew they were Bohemian Oats notes and that they had been executed for the consideration aforesaid, and knew that the only consideration for them was grain at the fictitious value aforesaid and the promise of future sales under said scheme.

The plaintiff kept said notes till the twenty second day of February 1888 when he sold them back to the defendant, counting up the interest on all of them from their date thereby making up the sum for which the notes in the petition described were executed, and the only and sole consideration for said notes was the sale to defendant of the Bohemian Oats and grain notes aforesaid, and for no other consideration whatever.

By reason of their having been executed for the consideration aforesaid, the said notes so sold and delivered to defendant by plaintiff were worthless, he was unable to collect any of them or any part of them and the same had no value whatever at the time of their delivery to defendant.

On the 13^d day of December 1891, the defendant's house burned down and thereby part of said notes were destroyed so defendant is unable to set them out in this answer.

The defendant says that after he had sold said Bohemian Oats notes to the plaintiff and before the plaintiff sold them back to him, to wit, on the fifteenth of May 1886, the General Assembly of Ohio enacted a law making it a criminal offense to knowingly sell or transfer such notes and said sale by plaintiff to defendant was in violation of said act and the whole transaction was immoral, illegal and against public policy, and void, wherefore the defendant asks to go hence without day and for all proper relief.

Porter & Porter

J. L. Cameron, Attorneys for Defendant

State of Ohio,
Union County, ss: |

L. J. Taylor, defendant, being sworn says he believes the facts uttered in his foregoing answer to be true.

L. J. Taylor.

Sworn to before me and signed in my presence
this 12^d day of November 1892.

(Seal)

R. M. Crory, Clerk of Court.

Afterward, on the 9^d day of December A.D. 1892, a motion was filed with the Clerk of said Court, to wit:
Fleetwood Courtwright

L. J. Taylor et al

Court of Common Pleas
Union County, Ohio.

The plaintiff moves the Court to require and order the defendant L. J. Taylor to state separately and number his

Motion

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defenses in his answer if he relies on the Statute referred to in his answer as a defense.

Robinson & Woodburn,
Attorneys for Plaintiff.

Afterward, on the 22nd day of December A.D. 1892, a motion was filed with the Clerk of said Court, to wit:
Fleetwood Courtwright

L. J. Taylor ^{vs.} F. M. Taylor | Court of Common Pleas,
Union County, Ohio.

The plaintiff says the property seized in Attachment in this case N^o 6442 is the same property as that seized in Case N^o 6443 and that the Re-delivery Bond taken by the Sheriff was taken only in one of the cases viz: in N^o 6443 and is signed by the wife of L. J. Taylor and is not sufficient on both grounds and he moves the Court to order the Sheriff to take possession of the property unless sufficient Bond or Undertaking is given in both cases.

Robinson & Woodburn, Attorneys for Plaintiff.

Afterward, on the 22nd day of December A. D. 1892, a motion was filed with the Clerk of said Court, to wit:
Fleetwood Courtwright.

L. J. Taylor ^{vs.} F. M. Taylor | Court of Common Pleas,
Union County, Ohio.

The plaintiff alleges that the property seized in Attachment in this case is of a perishable nature and will necessarily depreciate in value if allowed to remain for any length of time and therefore asks for an order of sale pending the suit.

Robinson & Woodburn,
Attorneys for Plaintiff.

Afterward, on the 22nd day of December, A. D. 1892, a Reply was filed with the Clerk of said Court, to wit:
Fleetwood Courtwright

L. J. Taylor ^{vs.} F. M. Taylor | Court of Common Pleas,
Union County, Ohio.

The plaintiff admits that he purchased a lot of promissory notes from the defendant L. J. Taylor and Adrian Taylor about the time alleged in said answer at a small discount less than fifteen percent, and that he afterwards returned said notes or a part of them to said L. J. Taylor and Adrian Taylor in settlement of the plaintiff's claim against them on their guaranty of said notes but plaintiff denies all the other allegations of the said answer not admitted herein.

Plaintiff further replying to said answer says that the said L. J. Taylor, and Adrian Taylor represented to the plaintiff that the notes he was about to purchase from them were good and collectible and on good responsible persons and that they would guaranty them good and collectible by a written contract and relying on said representations and their written guaranty that said notes were

motion

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Reply

6442

good and collectible and on good and responsible persons, he purchased them, but on making inquiry learned that they were not good and collectible and were not on good responsible persons and that many of them were not genuine notes but fictitious notes, he thereupon demanded that said L. J. Taylor and Adrian Taylor take back said notes and make good their said guaranty and thereupon said Adrian Taylor paid about six hundred dollars to plaintiff on said claim and said L. J. Taylor with F. M. Taylor his security signed the notes in said petition described for a part of the balance of said claim and therefore the plaintiff asks judgment against the defendants as he did in his petition.

Robinson & Woodburn

Attorneys for Plaintiff.

The State of Ohio,
Franklin County, ss;

Fleetwood Courtwright being duly sworn deposes and says the allegations of the foregoing reply are as he believes true.

Fleetwood Courtwright.

Sworn to before me and signed in my presence this 21st day of December 1892.

D. E. Williams, Notary Public,

Franklin County, Ohio.

(Seal)

Motion

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Afterward, on the 9th day of January, A. D. 1893, a motion was filed with the clerk of said Court, to wit:

Fleetwood Courtwright, Plaintiff
vs.
L. J. Taylor et al. Defendants
In the Court of Common Pleas
Union County, Ohio.
Motion to discharge Attachment.

The defendants move the Court for an order discharging the Attachment heretofore made in this case and setting aside the order therefor, and for grounds of their motion the defendants say:

First: There is no sufficient affidavit filed by the plaintiff to authorize the said order of Attachment.

Second: The statements contained in the said affidavit upon which said Attachment issued are not true.

Third: The pretended Bond for Attachment is wholly insufficient, irregular and void.

Fourth: The said J. L. Feltner whose name appears to the pretended Bond for Attachment is not financially responsible for said Bond or any part thereof he having no property subject to execution.

Wherefore defendants ask that said Attachment be dismissed, and the order therefor set aside.

Porter & Porter,

J. L. Cameron, Attorneys for Defendants.

Afterward, on the 24th day of January A. D. 1893, an Answer was filed with the clerk of said Court, to wit:

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Answer

Fleetwood Courtwright, Plaintiff

In Union County,
Court of Common Pleas.

6442

vs.
L. J. Taylor et al. Defendants

The said F. M. Taylor defendant for his separate answer to the plaintiffs petition says: That he signed the notes mentioned in the petition as surety for said L. J. Taylor and that no consideration whatever was received by him, and that the only consideration for said notes was certain worthless Bohemian Oats notes turned over by plaintiff to said L. J. Taylor. This defendant says he has read the answer of said L. J. Taylor filed herein and it fully states the facts of said transaction and said facts are hereby offered by this defendant and adopted as part of this answer.

This defendant says that said transaction was illegal and against public policy and the promissory notes mentioned in the petition were executed in pursuance of the same.

After said notes had been executed the said plaintiff brought them to this defendant to sign as surety but there was no further consideration.

Wherefore this defendant asks to go hence and recover his costs.

Porter & Porter

J. L. Cameron, Attorneys for Defendants

The State of Ohio,
Union County, ss:

F. M. Taylor being first duly sworn says that the facts stated in the foregoing answer are true as he verily believes.
F. M. Taylor.

Sworn to before me and signed in my presence this 24th day of November, 1892. (Seal) R. M. Leroy, Clerk.

Afterward, on the 25th day of January, A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:

Reply

Fleetwood Courtwright

Court of Common Pleas,
Union County, Ohio

6442

vs.
L. J. Taylor et al

The plaintiff for reply to the answer of F. M. Taylor in this case admits that said M. F. Taylor was surety only in said notes for the said L. J. Taylor but he denies that the allegations made therein other than said admitted fact.

Robinson & Woodburn,

Attorneys for Plaintiff.

The State of Ohio,
Union County, ss:

Fleetwood Courtwright being duly sworn deposes and says the allegations in the foregoing reply are as he believes true.

Sworn to before me and signed in my presence this 24th of January 1893.

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Afterward, on the 7th day of February, A.D. 1893, an entry was made on the Journal by the Clerk of said Court, to wit: Fleetwood Courtwright

Entry

Journal 16, Page 317.

L. J. Taylor, vs. D. M. Taylor

6442

This day came the parties and waived the right of trial by jury and submitted this cause to the Court.

Whereupon the plaintiff asked the Court to find the conclusions of the Court on the facts found in the case in pursuance of Section No. 5205 of Ohio Revised Statutes and separate from the conclusions of law of the cause for the purpose of review as provided by said Section if parties desire.

Whereupon the Court having heard the evidence and the arguments of counsel and being fully advised in the premises, the Court find the following conclusions of facts, to wit: Fleetwood Courtwright

vs.

No. 6442.

L. J. Taylor vs. D. M. Taylor

By virtue of the provisions of Sec. 5205 Revised Statutes the Court has been requested by counsel to state the conclusions of fact found in this case - In pursuance of the Statute and the request thereunder, I proceed to make the following finding of the conclusions of fact.

Conclusions of fact found.

I. In March and February 1886 the defendant L. J. Taylor sold to the plaintiff Fleetwood Courtwright two (2) different lots of promissory notes that had been given for Bohemian Oats and Red Line wheat. The Oats notes had been given for oats at \$10.⁰⁰ per bushel with agreements that the seller of the oats would in the following year sell for the makers of the notes double the amount of oats for which the notes were given at the same price and take notes therefor which notes should go to the makers of the notes less a commission of \$2.⁵⁰ per bushel.

The wheat notes had been given for wheat sold at \$15.⁰⁰ per bushel, with the agreement that the seller of the wheat would in the following year sell for the makers of the notes double the amount of wheat for which the notes were given at the same price and take notes therefor, which notes should go to the maker of the notes less a certain commission, in some cases \$2.⁵⁰ per bushel and in some cases \$5.⁰⁰ per bushel. The price at which said grain was sold was fictitious and more than ten times its actual or market value.

II. At the time of the sale by the defendant L. J. Taylor of the two (2) lots of notes to Mr. Courtwright, he Courtwright, had knowledge of the consideration for which the notes had been given.

III. Of the notes so sold \$1500. was for what is known as Red Line wheat and the remainder for what is known as Bohemian Oats.

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IV. The plaintiff did not know at the time he purchased the notes that it was a part of the scheme that said notes should be sold before they become due, nor did he have any intention or purpose at the time he bought the notes to aid the defendant in carrying on said Bohemian Oats or Red Lime wheat scheme.

V. At the time plaintiff purchased the second lot of said notes to wit: March 15th, 1886 in consideration of the purchase by plaintiff, the defendant L. J. Taylor executed a paper which reads as follows: " This is to certify I sold to E. Letwood Courtwright the above notes persons named, and I do hold myself responsible if these notes are not collectible and will stand good for the deficiency if there be any. March 15th, 1886. (Signed) L. J. Taylor.

On the same paper, above the foregoing writing was a list of names of the makers of notes purchased by plaintiff, and the several amounts of the notes, but only a few of the names now appear as the paper has been torn off by accident; and I am unable to say from the evidence whether the list included all the notes purchased by plaintiff or not.

VI. At the time the notes sued upon in this case were given, the notes purchased by plaintiff, as aforesaid were re-delivered to defendant L. J. Taylor: but they were not purchased by him. The notes sued upon were given in settlement of the written guaranty: and such written guaranty was the consideration for the notes sued upon.

Conclusions of law.

If the consideration for the notes sued upon, or any part thereof is illegal, either in the sense of being contrary to sound morals, or public policy, or in the sense of being against positive law, the plaintiff must fail upon the whole of the notes: for if the consideration of the notes is illegal, even in part, the whole note is tainted and void.

So that the important question in this case is whether the consideration of these notes sued upon is illegal either in whole or in part.

The notes sold by Taylor to plaintiff were void as between the original parties, because the consideration was contrary to sound morals and against public policy.

They were also void in the hands of the plaintiff after he purchased them from Taylor, because when he purchased them he had knowledge of the consideration for which they had been given. The sale of the notes to Courtwright was not illegal, nor was the contract of guaranty or the consideration therefor illegal.

When the notes were sold to Courtwright prior to the Act of May 15th, 1886 the consideration passing to Courtwright was the notes and guaranty: the consideration passing to Taylor was the money received from Courtwright. There was nothing illegal in either of the senses before mentioned, in the consideration passing

either way. The consideration for the guaranty was the money received from Courtwright; certainly there was no illegality in that. It seems to me that as to the contract of guaranty and its consideration, at least, there is no taint of immorality or illegality.

But although the original transaction was not so tainted, yet if any illegality entered into the consideration of the notes sued upon the plaintiff must fail in the action: I have found that the plaintiff did not purchase back the oats and wheat notes at the time the notes in controversy were given. If they were given for the purchase price of such wheat and oats notes, they would not be collectible because on the 15th of May 1886 a law was passed making it unlawful to "sell, barter or dispose of" such notes.

If the sale of those notes was the consideration of the ones in suit the plaintiff would necessarily fail in his suit, because of the illegality of the consideration. But in my judgment the transaction was not a purchasing back of the wheat and oats notes, but was simply intended by the parties and was in fact a settlement of Mr. Taylor's written contract of guaranty, which was based on a valid and legal consideration. True, the wheat and oats notes were redelivered to Mr. Taylor; and it may be said that such re-delivery of the notes forms at least a part of the consideration of the notes sued upon; and that if even a part of the consideration of the notes is illegal, the whole notes are tainted and fall to the ground.

I think, however, that the re-delivery of the oats and wheat notes does not constitute any part of the consideration of these notes. Mr. Taylor had given his written guaranty. When he settled his guaranty by giving the notes sued upon, the title to the wheat and oats notes reverted to Taylor by operations of law. The settlement of the guaranty reinvested him with the title to the wheat and oats notes. When Courtwright re-delivered the wheat and oats notes, he only did what he was legally bound to do, after his claim under the guaranty had been settled; and such re-delivery was not a selling, bartering or disposing of the notes within the meaning of the Act of May 15th 1886.

I find no illegality in the consideration of the notes sued upon, therefore give judgment in favor of the plaintiff for the amount claimed in the petition.*

Afterward, on the 7th day of February A. D. 1893, a motion was filed with the Clerk of said Court, to wit: Flectwood Courtwright, Plaintiff

6442 L. J. Taylor et al. vs. Defendants | In the Court of Common Pleas, Union County, Ohio.

Entry 6442

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- The defendants move the Court for a new trial in this case for the following reasons:
- 1st. For error in the assessment of the amount of recovery the said assessment being too large.
 - 2nd. The findings and decision of the Court is not sustained by the evidence and is against and contrary to the weight of the evidence.
 - 3rd. The Court erred in its finding of facts, said finding not being sustained by the evidence.
 - 4th. The Court erred in its conclusion of law and erred in applying the law to the facts found.
 - 5th. There was error of law occurring at the trial and excepted to by the defendants.
 - 6th. The judgment and decision of the Court was for the plaintiff when it should have been for the defendants according to the law of the land.
 - 7th. The finding judgment and decision of the Court is contrary to law.

Porter vs Porter
 J. L. Cameron, Attorney for Defendants.

Afterward, on the 16th day of February A. D. 1893, an entry was made on the Journal by the Clerk of said Court, to wit: Plectwood Courtwright

Entry
 1442

L. J. Taylor vs J. M. Taylor
 Now comes the defendants and present to the Court their certain Bill of Exceptions herein, and it appearing to the Court that the same have been presented to and approved by counsel for the plaintiff, and said Bill of Exceptions being found by the Court to be in all respects true and correct the same is allowed, signed and sealed, and on motion is hereby made part of the record in this case.

* See next page. Whereupon the Court find for the plaintiff and that there is due plaintiff from the defendants on the notes in said petition described the sum of three thousand and fifty-eight dollars with eight per cent. interest from this date. Therefore it is considered ordered adjudged by the Court that the plaintiff recover of said defendants said sum of three thousand and fifty-eight dollars with eight per cent. interest from this date together with his costs herein expended taxed to \$- -.

To all the findings, orders, and judgments and decisions 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 ruling of the Court in overruling said motion for a new trial the defendants then and there excepted, and prayed the Court to sign and seal a Bill of Exceptions which is done accordingly.

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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 9th 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 29th day of August A. D. 1892, John C. Price filed in
the Clerk's Office of the said Court of Common Pleas the follow-
ing Petition against Robert Smith, Treasurer, to wit;

Petition

In the matter of John C. Price

or.
Robert Smith, Treasurer of
Union County, Ohio

In Common Pleas Court.

6422.

The petitioner, John C. Price says that he is the plain-
tiff in the above named case, that Robert Smith the defend-
ant is Treasurer of Union County, Ohio; that said plaintiff is
a tax payer of said County and State, and that he brings
this action to restrain said defendant as such Treasurer
from the collection of certain taxes which he is seeking to collect
from personal property, which personal property was not in
the possession of this plaintiff at the time the tax sought
to be collected became a lien; and that he is not legally lia-
ble for the payment of the same-- and that as such plain-
tiff in pursuance of the Statute in such case made and
provided he hereby applies to this Court for an injunction.

That on the 30th day of November 1889, plaintiff sold
to James A. Keyle and Fred Keyle, James A. Keyle only being
present 27 head of cattle weighing 37950 for three $\frac{2}{3}$ $\frac{50}{100}$ (\$3. $\frac{50}{100}$)
dollars per hundred weight amounting to the sum of \$1223. $\frac{25}{100}$
to be paid for in cash or on time at 8 per cent. interest from
day of sale.

That afterwards, to wit, on the same day
November 30th, 1889 the plaintiff purchased of the said James A.
and Fred Keyle, James A. Keyle only being present, the same 27
head of cattle at \$4. $\frac{25}{100}$ per hundred weight said cattle to be
delivered in good merchantable condition to plaintiff by
above named James A. $\frac{2}{3}$ Fred Keyle anytime during the
first 8 days of May 1890, said Keyles, James A. Keyle only being
present, agreeing to pay the taxes for the year 1890, as they
would be liable for the payment of the same.

That during all of said time from November 30th
1889 to May 7th, 1890, and including the day on which tax
became a lien, said personal property was owned by and
in the possession of said Keyles, that the tax on said
personal goods and chattels amounted to \$22. $\frac{24}{100}$ and ten
per cent. expenses added by the Treasurer, total amount
being \$24. $\frac{46}{100}$.

The cattle so purchased by the plain-
tiff from said Keyles and to be delivered as aforesaid were
so delivered and weighed to him on the 7th day of May 1890
total weight of the same being 39270 and for which this

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plaintiff paid the said Styles 84.²⁵ per hundred weight amounting to \$1669.⁰⁰

Therefore this plaintiff is not liable for the payment of the tax sought to be collected by said defendant Robert Smith as Treasurer of Union County, Ohio amounting to \$24.⁴⁶. That unless the defendant Robert Smith as such Treasurer is enjoined from collecting said taxes, he will do so, and will produce thereby great and irreparable injury to this plaintiff.

Wherefore the plaintiff prays for an order of Injunction against the defendant to restrain him from collecting said tax and that the plaintiff may have judgment against the defendant as such Treasurer for costs of this action, and that said tax be declared cancelled so far as this plaintiff is concerned and for all relief to which plaintiff may be entitled.

F. J. Arthur, Attorney for Plaintiff.

The State of Ohio,
Union County, ss:

The said petitioner John C. Price, being duly sworn, says upon his said oath that the facts stated in the foregoing petition for injunction are true.

John C. Price.

Sworn to and subscribed before me, this 29th day of August 1892.

Leopidas Piper,
Probate Judge.

The State of Ohio,
Union County, ss:

I hereby waive the issuing and service of Summons in this case and enter my appearance to the same.

August 29th, 1892.

Robt. Smith, Treas. Union Co. O.

Undertaking for Injunction

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

John C. Price, Plaintiff

vs.
Robert Smith, Treasurer
Union County, Defendant

We bind ourselves to the said defendant Robert Smith Treasurer of Union County, Ohio, in the sum of One hundred dollars, that the plaintiff John C. Price shall pay to the said defendant the damages he 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.

Witness our hands, this 29th day of August 1892.

John C. Price
W. H. Mills
F. J. Arthur.

This undertaking approved by me, this 29th day of August 1892.
R. W. Leroy, Clerk of Court.

Order of Injunction
John C. Price, Plaintiff
vs.
Robert Smith, Treasurer of
Union County, Ohio, Defendant

Before the Probate Judge,
Motion for Temporary Injunction
in the Court of Common Pleas

And now, on this 29th day of August 1892 came the plaintiff, by Francis T. Arthur his Attorney; and it being made to appear that there is at this time no Common Pleas Circuit or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff John C. Price and the affidavit therein filed, and after hearing the argument of counsel, and being fully advised in the premises, it is considered and ordered that a temporary injunction be and the same hereby is allowed in this case to restrain the said defendant Robert Smith from collecting said taxes, as prayed for in said petition of plaintiff.

It is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed on said plaintiff giving an undertaking to the said defendant, conditioned according to law with security to be accepted by the said Clerk of the Court of Common Pleas in the sum of \$100.⁰⁰ (Seal) L. Piper, Probate Judge

Demurrer
Afterward, on the 5th day of October A.D. 1892, a Demurrer was filed with the Clerk of said Court, to wit:
John C. Price, Plaintiff

vs.
Robert Smith, Treasurer of
Union County, Ohio

Court of Common Pleas,
Union County, Ohio.

Now comes the defendant herein, and demurs to the petition of plaintiff, and for ground of demurrer says: That the petition of plaintiff does not state facts sufficient to constitute a cause of action against this defendant.

Edward W. Porter

Attorney for Defendant.

Entry
Afterward, on the 5th day of December A.D. 1892, an Entry was made on the Journal by the Clerk of said Court
John C. Price

vs.
Robert Smith Treas.

Journal 16, Page 239

This cause being heard on the demurrer to the petition the Court on consideration overrules the same, and on motion the defendant is allowed to answer within 30 days.

Afterward, on the 14th day of January A.D. 1893 an Answer was filed with the Clerk of said Court, to wit:
John C. Price, Plaintiff

Answer
vs.
Robert Smith, Treasurer
Union County, Ohio

Court of Common Pleas,
Union County, Ohio.

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The defendant answers to the petition of plaintiff and admits: That John B. Price is the plaintiff in this action; that the defendant was late Treasurer of said County of Union; that plaintiff is a tax payer in said County; that this action is brought to enjoin the collection of taxes as alleged; that the plaintiff was the owner of the cattle described in the petition, and that the amount of the taxes is correctly stated. As to the weight of the cattle defendant knows nothing.

And defendant denies that the plaintiff at any time sold said cattle, or any of them, to James R. Boyle and Fred Boyle, or to either of them.

And defendant denies each and every allegation of said petition not herein admitted to be true.

E. W. Porter, Attorney for Defendant.

Robert Smith, the defendant, being sworn makes oath that the facts stated in the foregoing answer are true as he believes. Robert Smith.

Sworn to by Robert Smith before me, and signed by him in my presence this 14 day of January 1893. (Seal) R. M. Crony, Clerk.

Afterward, on the 6th day of February A. D. 1893, an Entry was made on the Journal by the Clerk, to wit:

John B. Price
or
Robert Smith | Journal 16, Page 310.

Entry
6422

This day this cause came on to be heard upon the petition of plaintiff, the answer of the defendant, and the evidence and was argued by counsel, and the Court being fully advised in the premises do find the equities of the case to be with the defendant and that the petition of the plaintiff is not sustained by the evidence.

And the Court thereupon dissolves the injunction granted in this case and orders the petition of plaintiff dismissed. And it is further considered that the plaintiff pay the costs made in this case taxed at \$--

Notice of Appeal by plaintiff, and the Bond filed at \$100.00

Attest
R. M. Crony
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 9th day of January in the year of our Lord one thousand eight hundred ninety three

Be it remembered that, heretofore, to-wit, on the 23rd day of January A.D. 1892, The following Petition, Answer and Entry was filed with the Clerk of said Court, to-wit:

The Bank of Marysville, an incorporated Company under the laws of Ohio. Plaintiff

Court of Common Pleas, State of Ohio, County of Union

Petition

vs. J. A. McAllister Defendant.

There is due plaintiff from defendant on a certain promissory note, a copy of which, with all credits and endorsements thereon, is hereto attached, marked Exhibit "A" and made part of this petition, the sum of Five thousand dollars which he claims with interest at the rate of eight per cent. per annum, from the Fourth day of June A.D. 1892, payable annually at 8 per cent.

Wherefore, plaintiff prays judgment against said defendant, for the said sum of Five thousand dollars with interest thereon at the rate of eight per cent. per annum, from the Fourth day of June A.D. 1892, payable annually and for costs of suit,

Robinson & Woodburn, Attorneys for Plaintiff.

State of Ohio, County of Union, ss: ||

J. N. Robinson, being duly sworn, says that he is one of the Attorneys of said plaintiff; that the foregoing petition is founded upon a written instrument for the payment of money, which instrument is in affiant's possession; and that the statements contained in the foregoing petition are true, as affiant believes.

Sworn to before me, and subscribed in my presence this 23rd day of January 1893.

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

Exhibit

\$5000.00 Marysville, Ohio, February, 4th, 1892. Four months after date, as principal debtors, we jointly and severally promise to pay to the order of The Bank of Marysville Five thousand dollars for value received. And we hereby dispense with demand 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

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judge holder per cent due, to wait

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Answer

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Entry

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judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note, with eight per cent. interest payable annually after the same shall become due, together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this 4th day of February 1892. N^o 25137. Due June 7/92. S. M^r. Allister J. A. M^r. Allister

Seal Seal

The Bank of Marysville an incorporated Company, Plaintiff

Court of Common Pleas Union County, Ohio.

Answer

J. A. M^r. Allister, Defendant

6504

I, James E. Robinson, 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 Five thousand principal and Two hundred and fifty-eight ³⁴/₁₀₀ dollars and interest making a total of Five thousand two hundred ³⁴/₁₀₀ fifty-eight ³⁴/₁₀₀ dollars and 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 release and waive all exceptions, error and right of appeal in the premises.

James E. Robinson, Attorney for Defendant

The Bank of Marysville, an incorporated Company,

Journal 16, Page 292.

Entry

J. A. M^r. Allister

6504

This day came the plaintiff by his Attorneys, also came James E. Robinson, 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 Fifty-two hundred and fifty-eight ³⁴/₁₀₀ dollars: and also released and waived all exceptions, errors and right of appeal herein.

It is therefore considered by the Court that the said plaintiff recover from said defendant the said sum of Fifty-two hundred and fifty-eight ³⁴/₁₀₀ dollars together with his costs herein expended taxed at \$---. The judgment to draw interest at 8 per cent.

Motion

6504

Afterward, on the 3rd day of February, A. D. 1893, a motion was filed with the clerk of said Court, to wit;

The Bank of Marysville

vs.
J. A. M^r. Allister

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

Now comes the defendant J. A. M^r. Allister, defendant, above named and moves the Court to vacate and set aside the entry and judgment rendered in this case at the present term of this Court and permit the defendant to file an answer and for grounds of his motion says:

1st That the defendant was not served with summons or otherwise legally notified of the filing of said petition but said judgment was entered upon a warrant of Attorney and the amount for which said judgment was rendered is more than was legally due the plaintiff at the time said judgment was rendered.

2nd That there was error in the assessment of the amount of recovery in said action the same being largely in excess of the sum actually due the plaintiff.

3rd The defendant had no notice of the filing of said petition, and no opportunity to file answer or make a defense and he in good faith desires to file an answer and make a defense to said action.

Cole & Bras

J. L. Cameron, Attorneys for Defendant.

Notice

6504

Afterward, on the 7th day of February A. D. 1893, a Notice was filed with the clerk of said Court, to wit:

Bank of Marysville

vs.
J. A. M^r. Allister

In Union County, Court of Common Pleas

The plaintiff will take notice that the defendant J. A. M^r. Allister has filed in the said Court his motion to open up and vacate the judgment entered in this case and permit him to file an answer and for grounds of his motion says: The judgment was entered upon warrant of Attorney without actual or legal notice to the defendant and that it is largely in excess of what is legally due plaintiff. That there was error in the assessment of the amount of recovery the same being too large.

That the note upon which said judgment was rendered contained a large amount of usurious interest and the same should be credited on the principal of said note.

Cole & Bras

J. L. Cameron, Attorneys for Defendant.

Service acknowledged this 2nd day of February 1893.

Robinson & Woodhull

Attorneys for Bank of Marysville.

Answer

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Answer

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Afterward, on the 7th day of February A.D. 1893, an Answer was filed with the clerk of said Court, to wit:

The Bank of Marysville

vs. Plaintiff

J. A. M^r. Allister, Defendant

In Union County,
Court of Common Pleas.

Now comes the said J. A. M^r. Allister and for his answer to the plaintiff's petition says; That he signed the note mentioned in the petition as surety only and that he received no part of the consideration for the same, S. M^r. Allister whose name appears first upon said note was the principal on the same and since signing the note said S. M^r. Allister departed this life and W. D. Rodney has been appointed and has qualified as his Administrator.

The said defendant further says that on the 1st day of February 1882 The Bank of Marysville was incorporated and was owned by private individuals as partners, and part of the time subsequent to the date above named the business of said Bank was conducted by James Fullington and Chas. Phillis, and the partners in the Bank changed from time to time, and it was finally incorporated the partners in the old firm becoming the charter members of and principal stockholders in the present corporation.

The defendant is unable to give the date of their several changes, but says the business was always conducted at the same place and under substantially the same management and was always known as The Bank of Marysville.

That on the 1st day of February 1882, the said S. M^r. Allister obtained a loan of money from said Bank of Marysville the sum actually being \$4875.⁰⁰ which was loaned for a period of 90 days. The said S. M^r. Allister agreed to pay, and the said Bank contracted to receive interest on said loan at the rate of 10 per cent. in advance and the note to said Bank was made for the sum of \$5000.⁰⁰ the sum of \$125.⁰⁰ being added to the sum actually loaned and being for 10 per cent. interest on the same in advance.

Said note was kept in said Bank and at every interval of 90 days the said S. M^r. Allister paid on the same \$125.⁰⁰ but made a renewal note for the full amount of \$5000.⁰⁰ the payment being exacted and received as interest.

The said S. M^r. Allister continued to make said renewals and pay said interest at intervals of 90 days until the 1st day of October 1889, at which time at the request of said S. M^r. Allister this defendant signed the note of renewal as surety for said S. M^r. Allister and on January 1st 1890 said note was again made for a like period of 90 days the said S. M^r. Allister paying interest in advance at the rate of 10 per cent. The note was again renewed on the 31st

day of March 1890 for 90 days and on July 2^d, 1890 for 90 days, and on October 11^d, 1890 for 120 days and on February 14^d, 1891 for 120 days, and on June 17^d, 1891 for 90 days and on November 3^d, 1891 for 90 days and again on February 4^d, 1892 for 120 days, the last renewal being the note upon which this suit is brought.

This defendant after signing as surety in the month of October 1889 continued to sign all the renewal notes as surety only, and at each of the said renewals the said S. M. Allister made payments of the interest in advance at the rate of 10 per cent, but the principal on all the renewal notes was continued at the sum of \$5000⁰⁰.

The plaintiff on becoming incorporated took said note with full knowledge of the original consideration and with full knowledge of all the payments that had been made thereon and with full knowledge of the usurious interest that had been exacted and paid as aforesaid.

The defendant says that the payment of the said interest was usurious and illegal and that each sum so paid should be credited upon the principal of said note.

That after giving the proper credits for payments in excess of the legal rate of interest there is only due and remaining unpaid upon the note described in the petition the sum of eighteen hundred and ninety dollars.

And the defendant hereby offers to allow judgment to be rendered against him for said last named sum and costs of suit but denies that any thing is due plaintiff in excess of said last named sum.

Wherefore the defendant prays the Court that all payments made on said loan in excess of 6 per cent interest may be credited upon the amount loaned and go to reduce the principal thereof. And that all unlawful and usurious interest may be eliminated and stricken out and that judgment may be rendered for only such amount as may be legally due after all payment have been credited and computing the interest on said loan at six per cent. only and for all proper relief.

Cole & Bales, ^{2d} J. B. Cole
^{2d} J. L. Cameron, Attorneys for Defendant.

The State of Ohio, Union County, ss:

J. A. M^r. Allister being first duly sworn says the facts stated in his foregoing answer are true as he believes.

J. A. M^r. Allister.

Sworn to before me and signed in my presence
this - day of February 1893.

(Seal)

A. H. Kollfrath, Notary Public.

Reply

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Reply

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Afterward, on the 1st day of March A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:

The Bank of Marysville
vs.
J. A. M^r. Allister

Court of Common Pleas
Union County, Ohio.

The plaintiff for reply to the answer of the defendant says the said Bank was incorporated under the laws of Ohio on the - - day of September A. D. 1890 and on the 18th day of September 1890 the stockholders thereof duly elected a Board of Trustees who elected Nathan Howard, President, and elected a Vice President and Cashier and it is now and ever since has been an incorporated Company.

That said Bank on the 23rd day of September 1890 bought from N. C. Fullington the surviving partner of the firm of Phillis and Fullington (the said Phillis having fully authorized him to do so and having afterwards died) sold to the plaintiff a large number of promissory notes among which was one for Five thousand dollars signed by S. M^r. Allister and J. A. M^r. Allister dated as the plaintiff remembers July 2nd, 1890 and due in ninety days thereafter and which was payable to the order of Phillis & Fullington and was owned by N. C. Fullington as said surviving partner.

That said note was not due until October 2nd, 1890 and the plaintiff purchased said note at its face value without any knowledge whatever of any usurious interest therein on the 23rd day of September 1890. That when said note became due the same was taken up by said makers thereof and the interest thereon paid to the plaintiff at eight per cent. per annum for 120 days and another note given by them to the plaintiff for Five thousand dollars due in 120 days.

The said S. M^r. Allister and the defendant well knew when they executed said last mentioned note that the plaintiff was the owner of said note becoming due October 2nd, 1890 and plaintiff says the rate of interest charged and paid on said note was eight per cent. per annum and no more and no higher rate of interest has been paid thereon since the plaintiff purchased the same as aforesaid.

The plaintiff says it has no knowledge of the facts alleged in regard to said note or notes prior to the 23rd of September 1890 when it purchased said note and therefore denies all the allegations of said answer in relation to the same and denies all the allegations of said answer not hereinbefore admitted except that it admits that said defendant is surety for said S. M^r. Allister on said note and that the principal debtor is deceased and N. D. Pudney is the Administrator of his estate duly qualified.

Therefore the plaintiff asks judgment as he did in his petition.

Robinson & Woodburn,
Attorneys for Plaintiff.

The State of Ohio,
Union County, ss:

J. N. Robinson being duly sworn says he is one of the Attorneys of the plaintiff which is an incorporate company and he believes the allegations of the foregoing reply are true.

J. N. Robinson.

Sworn to before me and signed in my presence this 1st day of March, 1893. (Seal) R. M^o Leroy, Clerk of Court.

Motion

Afterward, on the 10th day of April A. D. 1893, a Motion was filed with the Clerk of said Court, to wit:

6504

The Bank of Marysville

vs.

James A. M^o Allister

In Union County Court of Common Pleas

The defendant moves the Court for an order requiring the plaintiff to produce the Books of the Bank of Marysville including the Books of said Bank while controlled by Pullington and Phillis or Pullington, Phillis & Wood, showing the date of the original loan to said Samuel M^o Allister and all the renewals of the same, with dates of renewals and amount of interest paid, on the original loan and the several renewals since, or that they furnish the defendant with a written statement showing what said Books contain on the above points. And on failure to comply with said order that plaintiff's case may be dismissed.

This motion is made under the provisions of Sub-division 4, Chapter 3 of the Revised Statutes of Ohio (Sec. 5289)

Cole & Bales

J. L. Cameron, Attorneys for Defendant.

Afterward, on the 24th day of April, A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Bank of Marysville

vs.

J. A. M^o Allister

Journal 16, Page 382.

Leave was this day given the plaintiff to file Amended Reply and the same is immediately filed.

Afterward, on the 24th day of April A. D. 1893, an Amended Reply was filed with the Clerk of said Court, to wit:

Bank of Marysville, Plaintiff

vs.

J. A. M^o Allister, Defendant

Union County, Ohio,
Court of Common Pleas.

The plaintiff says it is a corporation duly incorporated and organized September 18th, 1890 under the laws of Ohio.

That about the 23rd of September 1890 the plaintiff agreed with W. C. Pullington surviving partner of the firm of Pullington & Phillis that it would and did assume the payment of the outstanding and unpaid certificates of Deposit issued by said firm of Pullington & Phillis in consideration that said Pullington as survivor agreed that he would sell and transfer

Entry

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Amended Reply

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in cash and good notes of said surviving partner an amount sufficient to equal the amount of said certificates and at that time it was stipulated by said parties in said agreement that a schedule of notes so holden should be made out and the plaintiff would select such as it would accept on said agreement but at the first meeting of the Board of Directors of said Bank said agreement was so modified by said parties that it was agreed by them that instead of making said schedule of notes and selecting and accepting the same by said Bank, that the said Pullington agreed with plaintiff that he would from time to time report to plaintiff such notes as he had ready and wished to transfer and sell to plaintiff on said contract and that the said Board of Directors should accept or reject the same at its regular meeting and if any note or notes should be so accepted by said Board, that then the same should become the property of the plaintiff to apply on said contract. That the note of the defendant and Samuel M. Allister for Five thousand dollars was by said Pullington, survivor, presented to said Board at its October meeting 1890 for its acceptance on said contract and the same was then by it so accepted and became thereby and then the property of the plaintiff. Said note was dated October 13th, 1890 and executed by said defendant and Samuel M. Allister and payable to the order of plaintiff and due March 2nd, 1891 and plaintiff says said note so purchased was renewed and the interest paid thereon at eight per cent. as stipulated thereon and that the note sued on and described in plaintiff's petition was the fourth renewal thereof and at each renewal the same rate of interest was paid and no more.

Plaintiff says that at the time of said purchase and acceptance it had no notice or knowledge that there had been usurious interest charged or paid upon said note so purchased or that any usury had been charged or paid on any note of which it was a renewal but plaintiff purchased the said note for its face value before it was due and without notice or knowledge of the consideration for which it had been executed as aforesaid.

For its second reply plaintiff says that since it purchased the note of \$5000. which had been executed October 13th, 1890 it has learned that said note was a renewal of notes running back to August 31st, 1887 for \$45000 and that nine per cent. interest had been charged and paid thereon by said M. Allister up to the 13th of October 1890 but as to all other allegations of said answer plaintiff denies that the same are true except it admits said Samuel M. Allister is dead and W. D. Rodney is the Administrator and that J. A. M. Allister was surety on said note for Samuel M. Allister the principal debtor. Therefore plaintiff

prays judgment against defendant as it does in its petition.

Robinson & Woodburn,

Attorneys for Plaintiff.

The State of Ohio,
Union County ss

J. W. Robinson being duly sworn says he is one of the Attorneys of plaintiff in the above cause and he believes the allegations of the foregoing reply are true.

J. W. Robinson,

Sworn to before me and signed in my presence this 24th of April, 1893.

R. M. Leroy, Clerk.

(Seal)

By W. M. Kinglet, Deputy.

Afterward, on the 2nd day of May A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Bank of Marysville

Journal 16, Page 403.

or

J. A. M^r. Allister

Entry

6504

This day came the parties and submitted this cause to the Court and waived the right of trial by Jury: whereupon the Court find for the plaintiff and against the defendant as follows to wit: That plaintiff was the bona fide purchaser and indorsee of the \$5000. note dated October 13th 1890 described in plaintiff's reply and without any notice of any usury exacted by the former holder thereof and by reason thereof the defendant hath no right as against the plaintiff to obtain any reduction on account of any usury paid prior to that time.

That after deducting such usury as has been paid on the several renewals of said note of October 13th 1890 there remains due to the plaintiff from said defendant on the note in the petition described the sum of Five thousand and forty one dollars and ninety-eight cents.

Therefore it is considered ordered and adjudged by the Court that plaintiff recover of said defendant said sum of Five thousand and forty one dollars and ninety eight cents together with plaintiffs costs taxed to \$- - -. To all of which defendant excepts.

Attest

R. M. Leroy
Clerk

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Petition

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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 January, A.D. 1893, on the 9th 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
17th day of December, 1892, Winfield S. Rogers, Admr. filed in the
Clerk's Office of the said Court of Common Pleas the following
Petition against John Opphil et al.
Winfield S. Rogers, as Administrator
with the Will annexed of Nancy
Rogers, Deceased. Plaintiff

Petition

6479

John Opphil, Sr. Mary Opphil,
James Opphil, Orval Opphil, John R.
Opphil Jr. Okallie Opphil, Nancy M.
Opphil, Eli P. Rogers, Alice Rogers,
Carl Rogers, Mary L. Rogers, James L.
Rogers, John B. Rogers, William B.
Rogers, Victor W. Rogers, Gracie Rogers
Mary G. Rogers, Defendant

To the Court of
Common Pleas

Union County, Ohio.

The plaintiff says: That he is the duly appointed and
qualified Administrator with the Will annexed of the estate
of Nancy Rogers late of said County, deceased.

The said Nancy Rogers while in full life, to wit: on the
30th day of July 1879 purchased of and received a deed of con-
veyance from Samuel R. Berger for a tract of land described
in said deed as follows: Situate in the County of Union
and State of Ohio, in the Township of Paris in Survey N^o. 3351
and bounded and described as follows, viz: Beginning at a
stone in the corporation line and in the center of East
Center Street running S. 87^o - E. 95^{7/10} poles to the center of the
Railroad track; thence S. 71^{1/2} - N. 66 poles to the California
road; thence N. 51^{3/4} - N. 47^{3/10} poles to the beginning, excepting
17 feet off of the north side of said Railroad track containing
seven ^{3/4} acres more or less.

The said Nancy Rogers left her last Will and Testa-
ment, which was on the 9th day of May 1891 duly admitted
to probate and recorded by the Probate Court of said County
of Union.

The said Nancy Rogers left her husband
John B. Rogers surviving her but he died on the - - day of -
1892.

The defendant Mary Opphil is a daughter of
said Nancy Rogers, deceased: John Opphil Sr. is the husband
of said Mary Opphil.

James Opphil, Orval Opphil, John R. Opphil, Okallie
Opphil, and Nancy Opphil are the only children of said
Mary Opphil and are grand-children of said Nancy Rogers
deceased.

Eli P. Rogers is a son of said Nancy Rogers
and Alice Rogers is his wife. Carl Rogers is the only child

of said Eli P. Rogers, and he is a grand-child of said Nancy Rogers. The plaintiff Winfield S. Rogers is a son of said Nancy Rogers, deceased, and Mary L. Rogers is his wife; James L. Rogers, John C. Rogers, William H. Rogers, Victor W. Rogers, Gracie A. Rogers and Mary S. Rogers are the only children of said plaintiff and they are grand-children of said Nancy Rogers. The said Nancy Rogers left no other child, children or grand children.

By the terms of her last Will the said Nancy Rogers provided and devised as follows:

Item 3. After my death and the death of my said husband John C. Rogers, I desire that my Executor of this my last Will and Testament proceed within such time as to him may seem proper and to the best advantage, and sell all my property real and personal, either at private sale or public vendue, and divide the proceeds thereof among all my grand-children share and share alike.

The plaintiff says that subsequent to the execution of said Will and just before her death, to wit, on the 28th day of April 1891, the said Nancy Rogers executed, and delivered to said Eli P. Rogers a paper writing purporting to be a deed conveying a portion of said premises to the said Eli P. Rogers for life and after his death to the heirs of his body and their heirs.

The description contained in said deed is as follows: Situate in the County of Union, in the State of Ohio and in the Village of Marysville, and bounded and described as follows: Beginning at a stake in the center of the junction of the Marysville and Watkins gravel road and the Marysville and California gravel road; thence with the center of said Marysville and Watkins gravel road and easterly course about 330 feet to a stone with bricks under it; thence a southerly course about 270 feet to a stone with bricks under it in the center of said Marysville and California gravel road; thence with the center of said last named gravel road a northwesterly course about 360 feet to the place of beginning.

The said Nancy Rogers died seized in fee simple of all the tract of land first herein described except so far as she may have conveyed a portion thereof to said Eli P. Rogers and his heirs by said last named deed.

The whole tract of land is an irregular piece having three sides, bounded on one side by the Watkins road, and on one side by the Railroad and on the other side by the California road; and it extended down to a front at the junction of the two roads.

The portion attempted to be conveyed to said Eli P. Rogers includes said point, but the deed to said Nancy Rogers describes the boundary of said land as beginning at a stone in the Corporation line. And the deed to

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said Eli P. Rogers gives the boundaries as beginning at the junction of the center of the two roads, which is not the same point. There is a valuable brick dwelling house on said land and owing to the uncertainty in the deed to said Eli P. Rogers it is not known whether said dwelling house is left to said estate or not.

There are no stones, brick or other monuments placed as called for in the deed to said Eli P. Rogers, and the calls in his deed on uncertain as to course or distance.

The said Eli P. Rogers contends that his said deed of conveyance includes within its boundaries the said dwelling house and the other heirs of said Nancy Rogers contends that said deed is void for uncertainty, or in any event that it does not include the said dwelling house.

The plaintiff desires to sell all the real estate of which said Nancy Rogers died seized, so as to comply with the terms and directions of said Will, but by reason of said contention and uncertainty a sale cannot be effected to the advantage of said estate.

The plaintiff therefore makes all the said parties in interest parties to this petition and prays the Court that the title and boundaries to said land may be determined, and that the deed to said Eli P. Rogers may be construed with such evidence as may be competent and the parties desire to produce. That said deed to Eli P. Rogers may be either declared void or the lands conveyed thereby determined, and that the lands of which the said Nancy Rogers died seized may by the Court be ordered sold and the proceeds distributed as said Will provides, and for all such other and further relief as the nature of the case and equity may require.

J. L. Cameron, Attorney for Plaintiff.

The State of Ohio,
Union County, ss:

Winfield S. Rogers plaintiff being first duly sworn says the facts stated and allegations made in his foregoing petition are true as he believes.

Winfield S. Rogers.

Sworn to before me and signed in my presence this 17th day of December 1893.
(Seal) O. W. Leroy, Clerk of Court.

To the Clerk of said Court:

Issue Summons directed to the Sheriff of said County, returnable according to law for the following defendants: John A. Opphil, minor over 14 years of age; Okallie Opphil, minor over 14 years of age; Nancy Opphil, minor over 14 years of age; Carl Rogers, minor under 14 years of age.

Præcipe

James L. Rogers; John L. Rogers; minor over 14 years; William H. Rogers, minor over 14 years; Victor W. Rogers, minor under 14 years; Gracie S. Rogers, minor under 14 years; Mary E. Rogers, minor under 14 years; Eli P. Rogers, Alice Rogers, John Opphil, Sr. Mary Opphil, Mary L. Rogers, James Opphil, Orval Opphil, defendants.
 December 17th, 1892. J. L. Cameron, Attorney for Plaintiff.

Afterward, on the 17th day of December A. D. 1892, a Summons was issued by the Clerk of said Court, indorsed, to wit:

Summons

6479

The State of Ohio
 Union County To the Sheriff of Union County:
 You are hereby commanded to notify John R. Opphil, minor over 14 years of age; Okallie Opphil, minor over 14 years of age; Nancy Opphil, minor over 14 years of age; Carl Rogers minor under 14 years of age; James L. Rogers, John L. Rogers, minor over 14 years; William H. Rogers minor over 14 years; Victor W. Rogers, minor under 14 years; Gracie S. Rogers, minor under 14 years; Mary E. Rogers, minor under 14 years; Eli P. Rogers, Alice Rogers, John Opphil, Sr. Mary Opphil, Mary L. Rogers, James Opphil, Orval Opphil that they have been sued by Winfield S. Rogers as Administrator with the Will annexed of Nancy Rogers, deceased, in the Court of Common Pleas of Union County, and must answer by the 14th 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 26th day of December A. D. 1892.

Witness my hand and the Seal of said Court, this 17th day of December A. D. 1892.
 Indorsed: "Equitable Relief." R. M. Leroy, Clerk.

Sheriff's Return

6479

And on the 22nd day of December A. D. 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 | 30 |
| Adl. Dfts | 240 |
| Mileage | 320 |
| Copy | 420 |
| Total | 1010 |

The State of Ohio,
 Union County Sheriff's Return.
 Received this writ December 17th, A. D. 1892 at 10 o'clock A. M. and served same by leaving at the usual place of residence of the following named defendants a true and certified copy of this writ on the 22nd day of December 1892, to wit: John Opphil Sr. Mary Opphil, Orval Opphil, James Opphil, John R. Opphil, Okallie Opphil, Nancy Opphil; and served by delivering a certified copy of this writ to Eli P. Rogers, Alice Rogers; and by leaving a certified copy of this writ to Carl Rogers, minor, and by delivering a copy of this writ to Eli P. Rogers father of said Carl Rogers minor, and said Eli P. Rogers being the person having the care and custody of said minor, and the person with whom said minor resides; I also served by deliv-

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ering a true and certified copy of this writ to Mary S. Rogers
James S. Rogers, John S. Rogers, William H. Rogers, Victor W.
Rogers, Grace S. Rogers and Mary S. Rogers, last three named
being minors under 14 years of age. I served by leaving
at the usual place of residence of N. S. Rogers a true and
certified copy of this writ for each of said last three men-
tioned minors, he the said N. S. Rogers being the father
of said minors and the person with whom said Victor
W. Grace S. and Mary S. Rogers, minors, reside. Service
made on all the within named defendants on the 22^d day
of December 1892. Thomas Martin, Sheriff.

Afterward, on the 24th day of December A. D. 1892, an
Answer was filed with the Clerk of said Court, to wit:
Winfield S. Rogers, Admr.

Answer
6479

John Opphil et al
or.
Court of Common Pleas,
Union County, Ohio.

Now comes John Opphil Sr. Mary Opphil, James
Opphil, Oval Opphil, John R. Opphil, Challee Opphil, and
Nancy Opphil defendants in the foregoing cause and
for their answer to said petition say it is true that
said Nancy Rogers was at the time she executed her
Will referred to in said petition seized in fee simple of
the tract of land in said petition described and bound-
ed by the Marysville and California pike on the south
and on the Hinton Mill pike or Marysville and Matthews
pike on the north and by the railroad land on the
south-east and these defendants say that she was
seized in fee of all of said lands at the time of her
death and all of it is liable to be sold according to the
terms of said Will and they say said pretended
conveyance to said E. P. Rogers was, and is to indefinite
in its description to identify any part thereof and
that it was not surveyed or otherwise marked and no
corner was placed on the eastern points claimed and
no particular part was ever during her life-time set off
or identified as the land to be conveyed to the said E. P.
Rogers and child by said pretended conveyance.

And these defendants say further that said pre-
tended deed was obtained by said E. P. Rogers from his
mother on the morning of her death after she was wholly
unable to know what she was doing and when she was
dying and said E. P. Rogers by importuning to the extent of
duress caused her to make her mark to her signature and
the same was without any consideration, whatever and is
void for these reasons and if held sufficient in descrip-
tion should be set aside for the reason that said Nancy
was wholly incapable mentally to execute said conveyance
and the same was obtained without consideration by un-
lawful importunity of said E. P. Rogers and therefore these

defendants by way of cross-petition pray that said pre-
tended deed be held for naught, or if that cannot be that
the same be set aside by the decree of the Court and
the entire lot be sold as provided by the Will at public
sale and for other proper relief.

Robinson & Woodburn
Attorneys for said Opphil

The State of Ohio,
Union County, ss:

John Opphil, Sr. being duly sworn deposes and
says that the allegations of the foregoing answer and
cross-petition are true as he believes.

John Opphil.

Sworn to before me and signed in my presence this
24th day of December 1892.

(Seal)

J. W. Kennedy, Notary Public.

Afterward, on the 9th day of January A. D. 1893, a
Reply was filed with the Clerk of said Court, to wit:
Winfield S. Rogers Admr.

Reply

6479

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

The defendant Eli P. Rogers replies to the answer
and cross-petition of John Opphil and others filed on the
24th day of December 1892 and admits the execution and
delivery of the deed to him from his mother Nancy Rogers
now deceased.

And this defendant denies each and
every statement and allegation made in said answer
and cross-petition of said John Opphil et al not above
specifically admitted to be true.

Porter & Porter

Attorneys for E. P. Rogers.

Eli P. Rogers being duly sworn, makes oath that
the facts stated in the foregoing reply are true as he
believes.

E. P. Rogers.

Sworn to by Eli P. Rogers before me and signed by
him in my presence this 9th day of January 1893.

(Seal)

R. M. Crony, Clerk.

Afterward, on the 9th day of January A. D. 1893, an
Entry was made on the Journal by the Clerk of Court, to wit:
Winfield S. Rogers, Admr.

Entry

6479

vs. Journal 11, Page 301.

John Opphil et al
It appearing to the Court that John R. Opphil,
Ohalie Opphil and Nancy Opphil are minors over 14 years
of age but they have neglected for more than 20 days since
service of summons was made on them to apply to the Court
for the appointment of a guardian for this suit.

On motion of J. L. Cameron counsel for the plaintiff

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it is ordered that James W. Robinson be and he is hereby appointed guardian ad litem for said infant defendant and thereupon came James W. Robinson and accepted said appointment and filed answers for said defendants.

Afterward, on the 9th day of January A.D. 1893, an Entry was made on the Journal by the Clerk of said Court Winfield S. Rogers Admr.

Journal 16, Page 301.

Entry

John O'pphil et al

It appearing to the Court that John C. Rogers and William H. Rogers defendants are minors over 14 years of age and that they have neglected for more than 20 days from the service of summons on them to apply for the appointment of a guardian for this suit. And it appearing that Carl Rogers, Victor W. Rogers, Gracie A. Rogers and Mary G. Rogers are minors under 14 years of age and that they have no guardians.

On motion of J. L. Cameron it is ordered that E. W. Porter be and he is hereby appointed guardian ad litem for the above named infant defendant and thereupon came the said E. W. Porter and accepted said appointment and filed his answer for said defendants.

Afterward, on the 9th day of January, A.D. 1893, an Answer was filed with the Clerk of said Court, to wit: Winfield S. Rogers, Admr. with Will annexed of Nancy Rogers

In the Court of Common Pleas Union County, Ohio.

Answer

John O'pphil et al

Now comes John C. Rogers, William H. Rogers, Carl Rogers, Victor W. Rogers, Gracie A. Rogers and Mary G. Rogers by E. W. Porter their guardian for this suit and say that they are infants and know nothing about the matters in contention to this suit, and they deny each and every allegation in the pleadings prejudicial to their interest and ask the protection of the Court.

E. W. Porter, Guardian ad litem.

Afterward, on the 26th day of January, A.D. 1893, an Entry was made on the Journal by the Clerk of said Court Winfield S. Rogers Admr.

Journal 16, Page 298.

Entry

John O'pphil et al.

This day came the parties and their attorneys and 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 at the time of making the deed mentioned in the petition the said Nancy Rogers was of sound mind and had capacity to make a valid deed the Court find that the description in the said deed of Nancy Rogers is not so vague or indef-

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write as to make the same void, but that there is sufficient description therein so the same may be determined by a survey of said land.

It is therefore ordered that the further hearing hereof be suspended and that W. P. Beightler be and he is hereby appointed by the Court to go upon said lands and make accurate survey thereof finding and fixing the lines, corners and monuments thereof and that he make report to this Court forthwith.

And now again come the parties and their attorneys and the said W. P. Beightler having made survey of said lands and filed his report herein together with a plat of said lands as surveyed this case came on to be further heard.

And the Court after hearing the evidence and examining the said report of the Surveyor finds that said Plat and report correctly set forth the lands conveyed by said deed and the lands of which the said Nancy Rogers died seized, and said Plat is ordered to be made a part of the record of this case.

The Court finds that the lands of which the said Nancy Rogers died seized and which said plaintiff is entitled to sell under said Will are described as follows:

Situate in Paris Township, Union County, Ohio, and being part of Virginia Military Survey N^o 3351 bounded and described as follows:

Beginning at a stone and pieces of brick in the center of the Watkins gravel road and $14\frac{3}{100}$ poles S. $85^{\circ}-5'$ E. from a stone at the intersection of East 5th and Cherry Street; thence with the center of the said Watkins gravel road S. 85° E. $76\frac{7}{100}$ poles to the center of the C. C. C. & St. L. Railroad; thence with the center of said Railroad S. $73^{\circ}-10'$ N. $16\frac{5}{100}$ poles to the center of the California gravel road; thence with the center of the said California gravel road N. 50° N. $20\frac{2}{100}$ poles to a stone and pieces of brick; thence N. $14^{\circ}-20'$ E. $12\frac{7}{100}$ poles to the beginning containing $6\frac{45}{100}$ acres, excepting 17 feet in width off the north side of said Railroad track leaving $6\frac{9}{100}$ acres.

For the purpose of ascertaining the value of said lands it is ordered that Charles Chapman, Charles Lentz and George M^o. Beck be and they are appointed Commissioners to appraise said land and are ordered after being first sworn, to make an appraisement of the said lands of which said Nancy Rogers died seized and to make their report to this Court without unnecessary delay.

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January 27th, 1893

Situate in Paris Township, Union County, Ohio, and being part of Virginia Military Survey No. 3351 bounded and described, viz: Beginning at a stone and pieces of brick in the center of the Watkins gravel road and 14 ⁶⁸/₁₀₀ poles S. 85°-15' E. from a stone at the intersection of East 5" and Cherry Streets: thence with the center of the said Watkins gravel road S. 85°-15' E. 76 ⁷⁰/₁₀₀ poles to the center of the C. C. C. & St. L. Railroad: thence with the center of said Railroad S. 73°-10' N. 66 ⁷²/₁₀₀ poles to the center of the California gravel road: thence with the center of the said California gravel road N. 50°-N. 20 ²²/₁₀₀ poles to a stone and pieces of brick: thence N. 14°-20' E. 12 ⁷⁶/₁₀₀ poles to the beginning containing 6 ⁴⁵/₁₀₀ acres. Excepting 17 feet in width off of the north side of the said C. C. C. & St. L. R.R. leaving 6 ⁰³/₁₀₀ acres. Wall P. Beightler, Surveyor.

Order of Appraisement & Sale by Sale

Afterward, on the 1st day of February A. D. 1893, an Order of Appraisement & Sale was issued by the Clerk of Court of the State of Ohio, Union County, ss:

6477

Whereas, at a term of the Court of Common Pleas in and for said County, on the 26th day of January A. D. 1893 in the cause of Winfield S. Rogers Admr. Plaintiff and John Opphil et al. Defendants, it was ordered, adjudged and decreed as follows, to wit: Charles Chapman, Charles F. Lantz and George M. M^r. Peck for the purpose of ascertaining the value of the following described lands be and they are hereby appointed Commissioners to appraise the following described lands, to wit:

Situate in Paris Township, Union County, Ohio being part of Virginia Military Survey N^o. 3351 bounded and described as follows: Beginning at a stone and pieces of brick in the center of the Watkins gravel road and $14 \frac{72}{100}$ poles S. 85^o - 15' - E. from a stone at the intersection of East 5th and Cherry Streets: thence with the center of the said Watkins gravel road S. 85^o - E. $76 \frac{72}{100}$ poles to the center of the C. C. & S. L. Railroad: thence with the center of said Railroad S. 73^o - 10' - N. $66 \frac{52}{100}$ poles to the center of the California gravel road: thence with the center of said California gravel road N. 50^o - N. $20 \frac{22}{100}$ poles to a stone and pieces of brick: thence N. 14^o - 20' - E. $12 \frac{76}{100}$ poles to the beginning containing $6 \frac{43}{100}$ acres. Excepting 17 feet off the north side of said Railroad track leaving $6 \frac{65}{100}$ acres.

Return

The State of Ohio, Union County, ss:

On the 1st day of February A. D. 1893, before me personally appeared Charles S. Chapman, Charles F. Lantz and George M. M^r. Peck within named and made solemn oath that they would upon actual view, honestly and impartially appraise the real estate of Nancy Rogers, deceased, in pursuance of the foregoing order.

Appraisers { Charles S. Chapman
 { C. F. Lantz
 { Geo. M. M^r. Peck.

Sworn to and subscribed before me this 1st day of February A. D. 1893.
(Seal) R. M^r. Leroy, Clerk of Court.

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 at twenty-five hundred dollars (\$2500.) February 1st, 1893

Charles S. Chapman
Char. F. Lantz
Geo. M. M^r. Peck.

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Afterward, on the 7th day of February A.D. 1893, an Entry was made on the Journal by the Clerk of Court, W. S. Rogers, Admr.

vs. Journal 16, Page 315.
John Opphil et al

This day came the parties by their Attorneys, and the Appraisers heretofore appointed by this Court having made report of their appraisement of said property the same is approved and confirmed by the Court.

And it is ordered by the Court that the plaintiff proceed under said Will and sell said property at either private sale or public vendue, and that the said premises be sold at not less than their appraised value.

Afterward, on the 9th day of April A.D. 1894, an Entry was made on the Journal by the Clerk of said Court W. S. Rogers Admr

Entry
6479

vs. Journal 17 Page 2.
John Opphil et al

This day came on this cause to be heard and it appearing the subject matter in dispute has been settled by the former order of the Court, this cause is ordered to be left off the docket and that the plaintiff pay the costs herein made out of the estate of Nancy Rogers.

Attest
R. M. Erroy
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 3rd 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 26th day of February, A. D. 1890, Elizabeth Baughman filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John Baughman Elizabeth N. Baughman, Plaintiff

Petition

3947

John Baughman, Mary Bethard,
Charles M. Roberts, George C. Roberts,
Clara May Roberts, Defendants

Common Pleas Court
Union County, Ohio.

The plaintiff says: That by the last Will of William Roberts late of Union County, Ohio, deceased, which has been duly probated in said County, the whole of the estate of said decedent after payment of his debts was devised to the plaintiff for the maintenance of herself and three children to-wit, the said Charles M. Roberts, George C. Roberts and Clara M. Roberts, defendants.

The following is a copy of the disposing parts of said Will. "I give and devise to Elizabeth Roberts the land about 18 acres and all my personal property and effects after pay my debts for the maintenance of herself and her children as follows: Charles M. Roberts, George C. Roberts and Clara May Roberts, and when the youngest child shall come of age, then, the property that is left shall be equally divided between them, and Mary Bethard to receive an equal share with the above named children. And the insurance that I have on my life Elizabeth Roberts is to have the control of the amount for her maintenance and her children above named. And the house and lot in Marysville is to be disposed of at the best advantage and Elizabeth Roberts to have the proceeds for the maintenance of herself and her three children.

Plaintiff says that all the Life Insurance money mentioned in said Will, to-wit: about \$1100.⁰⁰ and the proceeds of all the personal property amounting to about \$600.⁰⁰ and the proceeds of the house and lot in Marysville amounting to \$800.⁰⁰ were all except about \$320.⁰⁰ taken by the Executor under said Will to pay the debts of the estate. And that said estate has been finally settled leaving to her under the Will only said balance of \$320.⁰⁰ and the said 18 acres of land for the purposes therein specified.

It was supposed by the testator at the time of making said Will up till his death that his personal property and part of the proceeds of said house and lot would be sufficient to discharge all his debts and have

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for the support of plaintiff and her children the whole of said insurance money - said 18 acres of land and a good part of the proceeds of said house and lot.

But she says that by reason of the unexpected and unforeseen greatness of the debts and expenses of settlement of said estate the amount left to her was only as above stated, and that it is not sufficient for the maintenance of herself and children for the time specified.

And she alleges that she has the right under said Will to use said lands as well as the other property therein referred to for the maintenance of herself and her said children.

And she alleges that in its present form it is not nearly as valuable or available to her for a support as if the said land was sold and judiciously used for the purposes specified in the Will.

The plaintiff avers that under said Will she has a right to use or sell said land and to use the proceeds for the objects of the Will.

Plaintiff says that the said John Baughman defendant is the husband of the plaintiff, and the said Charles M. Roberts, George C. Roberts and Clara May Roberts are her children by her former husband Marion Roberts now deceased, and that all of said defendants except John Baughman claim some interest under the Will the residuary clause thereof above recited in said 18 acres.

The following is a description of said 18 acres of land: In V. M. Survey N^o 4063 being the same land conveyed to said William Roberts by John Murphy and wife by deed November 18th; recorded in Volume 37, Page 53 Union County Records.

Excepting 1 1/2 acres thereof conveyed by said William Roberts to W. H. Woelless November 1st, 1881 by deed recorded in Volume 53, Page 269 of Union County Records of Deeds.

Said 18 acres being the land known as the Homestead farm of said William Roberts.

Plaintiff is in possession of said real estate.

Plaintiff says she needs the proceeds of said land for the support of herself and children, and the plaintiff prays the Court on final hearing to order said land to be sold by order of the Court on such terms as may be equitable and the proceeds thereof paid to her for the support of herself and her children aforesaid, and for all such other and further relief as equity may require in quieting of her title to said land construction of the Will or otherwise.

P. B. Cole & Son, Plaintiffs Attorneys.

State of Ohio
Union County, ss: |

Elizabeth A. Baughman the plaintiff being duly sworn says the facts stated and allegations in her foregoing pleading are as she believes true.
Elizabeth A. Baughman.

Sworn to and subscribed before me this 22nd day of February 1890. Edward B. Cole, Notary Public.

Procipe

To the Clerk:
Issue Summons for within named defendants John Baughman, Mary Bethard, Charles M. Roberts, George C. Roberts, Clara M. Roberts, the last three being minors under 14 years of age, returnable according to law. P. B. Cole & Son, Attorney for Plaintiff. Filed February 26th, 1890.

Waiver

Elizabeth Baughman, Plaintiff
or
John Baughman et al. Defendants
The defendant Mary Bethard now comes and waives the issuing and service of process in this case and hereby enters her appearance as a party defendant herein. Mary Bethard.

Summons

Afterward, on the 26th day of February A. D. 1890, a summons was issued by the Clerk of said Court, to wit: The State of Ohio, Union County, ss: To the Sheriff of said County: You are hereby commanded to notify John Baughman, Mary Bethard, Charles M. Roberts, George C. Roberts, Clara May Roberts, last three minors under 14 years of age, that they have been sued by Elizabeth Baughman in the Court of Common Pleas of said Union County, and that unless they answer by the 29th day of March A. D. 1890 the petition of the said plaintiff against them filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment taken accordingly.

Sheriff's Return

You will make due return of this Summons on the 10th day of March A. D. 1890. Witness my hand and the Seal of said Court, this 26th day of February A. D. 1890. R. M. Leroy, Clerk.

And on the 10th day of March A. D. 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows.

| | |
|---------|-----|
| Service | 60 |
| Mileage | 96 |
| Copies | 80 |
| Return | |
| Total | 236 |

The State of Ohio, Union County, ss: Sheriff's Return. Received this writ February 26th, A. D. 1890 at 10 o'clock A. M. and pursuant to its command I served the same by delivering a certified copy thereof with the endorsements thereon to Charles M. Roberts, George C. Roberts and Clara May Roberts (minors). I also delivered a certified copy of this writ to Elizabeth Baughman with whom said minors reside on the 10th day of March 1890. Thomas Martin, Sheriff.

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Afterward, on the 26th day of April, A. D. 1893, an
Entry was made on the Journal by the clerk of said Court.
Elizabeth Baughman

vs.
John Baughman et al
Journal 16, Page 386.
It appearing to the Court that Charles M. Roberts
George C. Roberts, Clara May Roberts, minor defendants have
been duly served with Summons on the application of Elizabeth
Baughman plaintiff it is ordered that be ap-
pointed guardian ad litem for said minor defendants
and thereupon said accepts said appoint-
ment.

Elizabeth Baughman, Plaintiff
vs.
John Baughman et al. Defendants
Union Common Pleas
Charles M. Roberts, George C. Roberts, and Clara
May Roberts, minor defendants by Edward Porter their
guardian ad litem, for answer to the petition, deny all
the allegations therein contained, and say that they
are of tender years. And ask the Court to protect
their rights and to grant them such relief as is proper.
Edward W. Porter, Attorney
Guardian ad litem.

Afterward, on the 26th day of April A. D. 1893, an
Entry was made on the Journal by the clerk of said Court.
Elizabeth Baughman

vs.
John Baughman et al
Journal 16, Page 390.
This cause came on for hearing on the petition
the answer of the minor defendants Charles M. Roberts
George C. Roberts and Clara May Roberts by their guard-
ian ad litem, and the evidence, the defendant Mary
Bethard being in default for answer and demurrer.
And on consideration thereof the Court find on
the issue joined for the plaintiff and find that the
allegations of her petition are true as therein stated and
find the allegations confessed as against the said
Mary Bethard. The Court further find that at
the time of bringing this action the said plaintiff
was in possession of the real property described in the
petition and that she had the legal estate in and
was entitled to the possession of the same: that neither
the defendants nor any one of them have any estate
in or are entitled to the possession of said real es-
tate or any part thereof and that the plaintiff ought
to have her title and possession quieted as against
each and every one of said defendants as prayed for
in her petition. It is therefore ordered and ad-
judged and decreed, that the title and possession of
the said Elizabeth Baughman to all and singular

the premises in the petition described, to wit:

In Virginia Military Survey No. 4065, 5502 being the same land conveyed to William Roberts by John Murphy by deed of November 18, recorded in Volume 39, Page 53 Union County Records. Excepting 8 1/2 acres thereof conveyed by said William Roberts to W. H. Lovells November 1, 1881 by deed recorded in Volume 53 Page 269 of Union County Record of Deeds. Said 18 acres being the land known as the homestead farm of said William Roberts, be and the same are hereby quieted against the defendants and each and every one of them, and all persons claiming under them or any of them, and they are hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of said Elizabeth Braughman her heirs or assigns. It is further ordered and adjudged that plaintiff pay the costs of this suit.

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 April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 2nd day of February A. D. 1892, The Commercial Bank filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W. P. Robinson, to wit: The Commercial Bank, Plaintiff

Petition

W. P. Robinson Defendant | Court of Common Pleas, Union County, Ohio
The plaintiff says: It is a partnership doing business at King Fisher, Territory of Oklahoma under the firm name and style of Commercial Bank.

6328

That the defendant W. P. Robinson is the owner of one fifth interest in about one hundred and eighty five acres of land in Darby Township of said County of Union, Ohio, and known as the S. W. Robinson farm (subject to the dower interests of Ann F. Robinson) as one of the heirs of S. D. Robinson deceased. Said lands are bounded by the lands of William Wolford, L. M. Fairbanks, J. B. Galloway and

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J. Q. Adams. The defendant is indebted to the plaintiff on account of money loaned to the said defendant by contract and which he promised to pay since April 1st 1890 to wit: July 10th 1890, 1700⁰⁰; August 20th 1890, \$800⁰⁰; Interest \$100⁰⁰; Total \$2600⁰⁰. There is part of the - - - paid, and the defendant is not entitled to any credits on the same. There is due from the defendant to - - - by reason of the premises which he claims with interest February 1st 1892, the said sum of twenty six hundred dollars for which said sum he asks judgment against the said defendant.

D. W. Ayers,
Attorney for Plaintiff.

The State of Ohio,
Union County, ss: |

D. W. Ayers being duly sworn says that he is the Attorney of the above named plaintiff duly authorized in the premises. That said plaintiffs are non-residents of the State of Ohio and said County of Union and are now absent therefrom. That the facts stated and allegations in the foregoing petition are true.

D. W. Ayers.
Sworn to before me and signed by D. W. Ayers in my presence this 2nd day of February 1892.
(Seal) R. M. Leroy, Clerk.

Writ To the Clerk:
Issue Summons on the petition in the above case returnable according to law. Endorse: "Action for money only, amount claimed \$2600⁰⁰ with interest from February 1st 1892. If not found issue Order of Attachment, and service publication."
D. W. Ayers,
Attorney for Plaintiff.

Afterward, on the 2nd day of February, 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 N. P. Robinson that he has been sued by The Commercial Bank in the Court of Common Pleas of Union County, and must answer by the 5th day of March A. D. 1892, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.
You will make due return of this Summons on the 15th day of February A. D. 1892.
Witness my hand and the seal of said Court
(Seal) this 2nd day of February A. D. 1892.
R. M. Leroy, Clerk

And on the 5th day of February A. D. 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

| | | |
|------------------|-------------|---------|
| Sheriff's Return | Ser. Return | 30 |
| | Mileage | 2.00 |
| | Copy | 2.00 |
| 6328 | Total | \$ 4.00 |

Received this Writ February 2nd. A. D. 1892 at 10 o'clock A. M. The within named N. P. Robinson was not found in my County.
Thomas Martin. Sheriff.

Afterward, on the 2nd day of February A. D. 1892, an Affidavit was filed with the Clerk of said Court, to wit:
Commercial Bank, Plaintiff
vs.
N. P. Robinson, Defendant
State of Ohio,
Union County, ss:

Court of Common Pleas,
Union County, Ohio.

D. W. Ayers being duly sworn says he is the Attorney of the above named plaintiff duly authorized in the premises. That the said plaintiff is a non resident of said County and State and is now absent therefrom. That the action of the plaintiff is brought on an account for money loaned to the said defendant and which he promised to pay the plaintiff. And there is due by reason of said loan and promise to the plaintiff the sum of twenty-six hundred dollars with interest from February 1st, 1892. That the residence of the defendant is unknown.

That subject to the dower of Ann F. Robinson the said defendant is the owner of a one-fifth interest in about one hundred and eighty five acres of land in Darby Township, Union County, Ohio, and known as the S. D. Robinson farm, and joined by the lands of J. D. Adams, L. M. Fairbanks, William Wolford, and J. B. Galloway.

Affiant makes and files this affidavit for a writ of Attachment in said action because he says service of Summons cannot be had or made on the said defendant N. P. Robinson in the State of Ohio.

Sworn to before me and signed in my presence this 2nd day of February, 1892. (Seal) D. W. Ayers. R. M. Leroy, Clerk.

Afterward, on the 2nd day of February A. D. 1892, a Writ of Attachment was issued by the Clerk of said Court, to wit:
The State of Ohio,
Union County, ss: Court of Common Pleas,
The Commercial Bank
vs.
N. P. Robinson, Plaintiff
Defendant

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 N. P. Robinson in your County not exempt from being applied to the payment of the claims of the plaintiff The Commercial Bank or so much thereof as will satisfy its claim for two thousand and six hundred dollars with interest from

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February 1st A. D. 1892 and also for fifty dollars the probable cost of this action. You will make due return of this order on the 15th day of February A. D. 1892.
(Seal) R. M. Long, Clerk.

Sheriff's Return

And on the 5th day of February A. D. 1892, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

6328

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|------------|------|
| Service | 30 |
| Copy | 30 |
| Mileage | 2 40 |
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| Return | 25 |
| Total | 6 20 |
| Appraisers | 2 00 |

Sheriff's Office, Union County, Ohio.

February 3rd A. D. 1892. Received this order on the 3rd day of February A. D. 1892 and in obedience to the command thereof, I did, on the 3rd day of February A. D. 1892, in the presence of John G. Nicol and Gottlieb Hagerderfer two freeholders of said County attach the property described in the Schedule marked "A." hereto attached and made part of this return; and having first administered to said freeholders the oath required by law to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said "Schedule A."

Schedule "A."

We, Thomas Martin, Sheriff of Union County, and John G. Nicol and Gottlieb Hagerderfer two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of William P. Robinson, and hereinafter described as follows:

The interest of W. P. Robinson in the farm in Darby Township, Union County, Ohio, known as the Samuel D. Robinson farm in which said W. P. Robinson as one of the heirs of Samuel D. Robinson has one undivided one-fifth part, subject to the dower of the widow of said Samuel D. Robinson, deceased. The said one-fifth interest of said W. P. Robinson in said farm subject to said dower appraised at \$40.00 per acre.

Given under our hands this 3rd day of February A. D. 1892.
Thomas Martin, Sheriff
John G. Nicol
Gottlieb Hagerderfer,

Proof of Publication

The Commercial Bank,
or,
Plaintiff
W. P. Robinson, Defendant

Legal Notice

6328

W. P. Robinson, whose place of residence is unknown will take notice that said plaintiff has filed a petition against him in the Court of Common Pleas of Union County, Ohio, wherein the same is pending to obtain a judgment for twenty-six hundred dollars with interest from February 1st, 1890, on account of money loaned to defendant by the said plaintiff, and a writ of attachment issued therein on real property. Defendant is required

To answer in said case on or before March 21st, 1892.
Filed March 17th, 1892.

The State of Ohio,
Union County, ss:

D. W. Ayers,
Attorney for Plaintiff.

I, Mrs. F. A. Graham, publisher, being duly sworn, say that the notice hereto attached was published in The Richwood Gazette, on the 11th day of February 1892 and continued therein four consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Sworn to and subscribed before me, this 15th day of March 1892.

(Seal) Notary Public.

Afterward, on the 4th day of May A. D. 1892, an Entry was made on the Journal by the Clerk of said Court, to wit:

The Commercial Bank
vs.
W. P. Robinson
Journal 16, Page 201

Entry
6328

This day this cause came on to be heard on the petition of the plaintiff and the Court being satisfied that due notice hath been given to the defendant of this action and that the defendant is the owner of one-fifth (subject to the dower of Ann F. Robinson) in the lands described in the plaintiffs petition, to wit: the S. D. Robinson farm in Darby Township of said County of Union and State of Ohio, And that Attachment has been duly levied on said one-fifth interest of said W. P. Robinson in said lands and the same is a second lien to the Attachment levied by D. W. Ayers as Administrator and said sum mentioned in plaintiffs petition is due the plaintiff from the defendant, doth find for the plaintiff and that there is due plaintiff on its claim the sum of twenty six hundred dollars with interest from February 1st, 1892.

Therefore it is considered and adjudged by the Court that plaintiff recover of said defendant W. P. Robinson said sum of \$2600.⁰⁰ with interest from the day of May 1st 1892 at 6 per cent. and costs taxed to \$--- and that an order of sale issue to the Sheriff of this County to appraise, advertise and sell the said one-fifth interest of S. D. Robinson farm subject to said dower and report his proceedings herein if said defendant fail for 10 days to pay said judgment and costs.

Attest
R. W. Lewis
Clerk

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Pleas continued and held at the Court House in
Marysville, within and for the County of Union, in the
Tenth Judicial District of the Court of Common Pleas of
the State of Ohio, before the Honorable John A. Price, Judge of
said Court, of the Term of September, to wit, on the 12th day
of September in the year of our Lord one thousand eight
hundred and ninety-two.

Be it remembered that, heretofore, to wit, on the 25th
day of June A. D. 1892, Ella Vincent filed in the Clerk's Office
of the said Court of Common Pleas the following Petition
against Cicero Vincent, to wit:

Ella Vincent, Plaintiff | Union County.
| Court of Common Pleas.
vs.
Cicero Vincent, Defendant

Plaintiff says she has been a resident of Union
County and the State of Ohio for more than a year last
past. That on the 31st day of May 1890 she was
married to the defendant Cicero Vincent. That at the
date of said marriage said defendant had a wife liv-
ing in Licking County, Ohio. That she never learned
said fact until after said marriage.

She therefore prays that she be divorced from
said Cicero Vincent and that she be restored to her
former name of Ella Coder and for all proper relief.

Ella Vincent

By J. M. Kennedy her Attorney.

Afterward, on the 25th day of June A. D. 1892, an
Affidavit was filed with the Clerk of said Court, to wit:

Ella Vincent, Plaintiff | Union County Court Common Pleas,
|
vs.
Cicero Vincent, Defendant

Ella Vincent being first duly sworn says the
Post Office address of said Cicero Vincent and his place of
residence is to her unknown that so far as she knows
service of summons cannot be made upon him in the
State of Ohio. That said case is one provided for
publication under the Statute of Ohio, she therefore files
this affidavit for publication of same in this case.
Ella Vincent.

Sworn to and subscribed by the said Ella Vincent
before me this 25th day of June A. D. 1892.

(Seal) A. H. Kollefrath, Notary Public.

Afterward, on the 7th day of September A. D. 1892,
Proof of Publication was filed with the Clerk of Court.

Legal Notice

Cicero Vincent, whose place of residence is unknown
to the plaintiff, will take notice that on the 25th day of
June A. D. 1892 Ella Vincent, the plaintiff, filed her petition
in the Court of Common Pleas of Union County, Ohio,
praying for divorce from the defendant, and for cause

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Petition
6396

Affidavit
for
Publication
6396

says said Cicero Vincent, defendant, had a wife living at the date of his marriage to the plaintiff. Said cause will be for hearing after the 6th publication of this notice
J. M. Kennedy, Attorney.

The State of Ohio,
Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with June 29th.
Printer's fees \$ 3.⁰⁰ N. O. Shearer.

Sworn to and subscribed before me, this 7th day of September 1892. (Seal) R. M. Crory, Clerk.

Afterward, on the 28th day of September, A. D. 1892, an Entry was made on the Journal by the Clerk,
Ella Vincent

Entry
6396

Journal 16, Page 226,
Cicero Vincent

On this September Term of Court of Common Pleas of Union County, Ohio, this cause came on for hearing on the petition of the plaintiff the defendant being in default for answer. And the Court after hearing the evidence do find for the plaintiff as follows to wit: That at the time of the marriage of the defendant to the plaintiff the defendant had a wife living from whom he was not divorced.

It is thereupon ordered adjudged and decreed that said parties be divorced and that both parties be released from its obligations and that the plaintiff be restored to her maiden name of Ella Crory, and that she recover her costs taxed at \$---

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of April, to-wit, on the 3rd 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 9th day of March A. D. 1893, Timothy Frahey filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Frances M^{rs}. Curdy et al.

The State of Ohio,
Union County, ss:

Timothy Frahey, doing business as
Frahey's Bank, Marion, Ohio.

Petition

vs.

Plaintiff

In the Court Common Pleas.

Frances R. M^{rs}. Curdy and
Charles H. M^{rs}. Curdy her husband
Defendant

6517

The plaintiff Timothy Frahey, doing business as Frahey's Bank, of Marion, Ohio, complains of the defendants Frances R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy, her husband, for this:

First Cause of Action: That on the first day of April, A. D. 1890, the defendants Frances R. M^{rs}. Curdy, and Charles H. M^{rs}. Curdy, her husband, executed and delivered to this plaintiff, doing business as Frahey's Bank, of Marion, Ohio, their certain promissory note of that date and thereby promised to pay to this plaintiff, doing business as Frahey's Bank, or order, one year after date the sum of one thousand three hundred and ninety-six dollars and fifty-five cents (\$1396.⁵⁵) with interest at six per cent. per annum from date, payable semi-annually until maturity and eight per cent. after maturity upon principal and upon due and unpaid interest. 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 still the owner and holder of said promissory note: that there is now due upon the same to this plaintiff from the said defendants Frances R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy the sum of \$1396.⁵⁵ with interest at 6 per cent. from April 1st, 1890 until maturity, and 8 per cent. after maturity upon principal and upon due and unpaid interest, less the following credits: October 29th, 1890, \$243.²⁷; November 20th, 1891, \$700.⁰⁰ and February 20th, 1893, \$175.⁵⁷.

Second Cause of Action: That on the first day of April A. D. 1890, the defendants Frances R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy, her husband, executed and delivered to this plaintiff, doing business as Frahey's Bank, their certain

promissory note of that date and thereby promised to pay to this plaintiff, doing business as Frahey's Bank, or order, two years after date the sum of one thousand, three hundred and ninety six dollars and fifty-five cents (\$1396.⁵⁵) with interest at six (6) per cent. per annum from date payable semi-annually until maturity and eight (8) per cent. after maturity upon principal and upon due and unpaid interest. A true copy of which promissory note, together with all the credits and endorsements thereon, is hereto attached marked "Exhibit B" and made a part of this petition.

Plaintiff says that he is still the owner and holder of said promissory note: that there is now due upon the same to this plaintiff from the said defendants Frances R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy her husband the sum of \$1396.⁵⁵ with interest at 6 per cent. per annum from April 1st 1890, payable semi-annually until maturity and 8 per cent. after maturity upon principal and upon due and unpaid interest.

Third Cause of Action: That on the tenth day of November A. D. 1890, the defendants Frances R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy, her husband, executed and delivered to this plaintiff their certain promissory note of that date and thereby promised to pay to this plaintiff, doing business as Frahey's Bank, or order, one year after date the sum of eight hundred and thirty-three dollars and thirty-three cents (\$833.³³) with interest at 6 per cent. per annum from date payable semi-annually until maturity and 8 per cent. after maturity upon principal and upon due and unpaid interest. A true copy of which Promissory note together with all the credits and endorsements thereon is hereto attached marked "Exhibit C" and made a part of this petition.

Plaintiff says that he is still the owner and holder of said promissory note: that there is now due upon the same to this plaintiff from the said defendants Frances R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy her husband, the sum of \$833.³³ with interest at 6 per cent. per annum from November 10th 1890, payable semi-annually until maturity and 8 per cent. after maturity upon principal and upon due and unpaid interest.

Fourth Cause of Action: That on the tenth day of November A. D. 1890, the defendants, Frances R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy, her husband, executed and delivered to this plaintiff, doing business as Frahey's Bank their certain promissory note of that date and thereby promised to pay to this plaintiff, doing business as Frahey's Bank, or order, two years after date the sum of eight hundred and thirty-three dollars and thirty-three cents (\$833.³³) with interest at six (6) per cent. per annum from date payable semi-annually until maturity and 8 per cent. after maturity

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ity upon principal and upon due and unpaid interest,
 A copy of which note with all the credits and endorse-
 ments thereon is hereto attached marked "Exhibit D." and
 made a part hereof.

Plaintiff says that he is still the owner and holder
 of said promissory note; that there is now due upon the
 same to this plaintiff from the said defendants Frances
 R. M^{rs} Curdy and Charles H. M^{rs} Curdy her husband the sum
 of \$833.³³ with interest at 6 per cent. from November 10th, 1890,
 payable semi-annually until maturity and 8 per cent. after
 maturity upon principal and upon due and unpaid interest
 Fifth Cause of Action: That on the third day of August
 A. D. 1891, and in order to secure the payment of the prom-
 issory notes heretofore set out, the said defendants
 Frances R. M^{rs} Curdy and Charles H. M^{rs} Curdy, her husband
 executed and delivered to this plaintiff, Timothy Trahey
 their certain mortgage deed and thereby conveyed to
 this plaintiff, the said Timothy Trahey, heirs and as-
 signs, the following described real estate situated in
 the Township of Jackson, County of Union and State of
 Ohio, to-wit: Being in the Township of Jackson, County of
 Union and State of Ohio, in Virginia Military Survey
 Number 9922, and bounded as follows, viz: Beginning
 at a stake (ash, elm and beech gone) north-east corner
 to land of F. M. Parrish (formerly David Carris) and in the
 east line of said Survey N^o 9922; thence with said Sur-
 vey line north $8^{\circ}\frac{3}{4}$ west one hundred and one $\frac{2}{100}$
 poles (101.²⁰ P.) to a stone south-east corner of Winget
 Harraman's sixty-two acres; thence with the south line
 of said tract south $81^{\circ}\frac{1}{2}$ west sixty-seven $\frac{3}{4}$ a-half poles
 (67.³⁰ P.) to a stone on the west side of the Rush Creek
 gravel road; thence south $48^{\circ}\frac{3}{4}$ west ninety-four and $\frac{3}{100}$
 poles (94.³² P.) to a point in the center of said gravel
 road in the east line of Sugar Alley in the Village of
 Orsex; thence south 17° east fifty-three and $\frac{2}{100}$ poles
 (53.²² P.) to the north line of F. M. Parrish's land; thence with
 said Parrish's north line north $80^{\circ}\frac{1}{4}$ east one hundred
 and thirty-eight and $\frac{2}{100}$ poles (138.²⁶ P.) to the place of
 beginning containing eighty and fifty-seven $\frac{1}{100}$ (80.⁵⁷)
 acres of land, being the same premises conveyed to Winget
 Harraman by James Roberts and Jonathan Cheney by
 deed dated December 14th, 1877, and recorded in Book N^o 46,
 Page 400 of the Records of Deeds of Union County, Ohio.

Also a part of said Virginia Military Survey
 N^o 9922 bounded and described as follows: Beginning in
 the east line of said Survey at a beech tree, south-east
 corner to land now belonging to Joseph Harper; thence
 with the west line of Thomas Parrish's land south 8°
 east (crossing the gravel road at ninety four and $\frac{4}{100}$ rods)
 one hundred and thirty-two and $\frac{80}{100}$ rods (132.⁸⁰ R.) to a stone

on broken tile, corner to the 80.⁵⁷ acre tract above described; thence with the north line of said 80.⁵⁷ acre lot south 82° west sixty and $\frac{24}{100}$ rods (60.²⁴ R.) to a stone on broken brick at side of gravel road twenty-six links south of the center line of said road; thence north 8° west and parallel with the east line one hundred and thirty-two and $\frac{70}{100}$ rods to a stone in Joseph Harper's south line; thence with said Harper's line north 82° east 60 $\frac{24}{100}$ rods to the place of beginning containing fifty (50) acres more or less.

That said mortgage deed had a condition thereunder written by which it was provided:

"That whereas, the said Frances R. M^{rs} Curdy and Charles H. M^{rs} Curdy have executed and delivered to the said Timothy Frahey, doing business as Frahey's Bank, or order, their two certain promissory notes one dated April 1st, 1890 calling for the sum of \$1396.⁵³ due in one year from date, and one dated April 1st, 1890 calling for the sum of \$1396.⁵³ due in two years from date: also their two certain promissory notes dated November 10th, 1890, each calling for the sum of \$533.⁹³ due in one and two years from date respectively: all of said notes bearing interest at the rate of 6 per cent. per annum from date payable semi-annually, until maturity and 8 per cent. after maturity upon principal and upon due and unpaid interest.

Now if the said Frances R. M^{rs} Curdy and Charles H. M^{rs} Curdy, their heirs and assigns, shall well and truly pay all the aforesaid promissory notes, and each of the same, as they respectively mature, together with the interest upon the same, to the said Timothy Frahey his heirs and assigns, then these presents shall be void.

That said mortgage deed was on the 7th day of August A. D. 1891, at the hour of 1⁴⁵ o'clock P. M. duly filed for record with the Recorder of Union County, Ohio, and was by him on the 13th day of August A. D. 1891, duly recorded in the Records of Mortgages of said County in Volume 30 at page 618.

Plaintiff says that the conditions of defeasance in said mortgage have been broken; that the same has become absolute; that on account of default in the payment thereof he, the said Timothy Frahey, is entitled to have the equity of redemption of the said Frances R. M^{rs} Curdy and Charles H. M^{rs} Curdy, her husband, in said real estate foreclosed.

That the said defendant Charles H. M^{rs} Curdy, joined his wife the said Frances R. M^{rs} Curdy, in the execution and delivery of said mortgage and thereby and there-in conveyed to the said Timothy Frahey his contingent right of dower in the real estate therein described.

Wherefore, plaintiff prays that an account may be taken of the amount due him upon his several causes

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of action herinbefore set forth; that he may have judgment for the amount due him on his several claims; that the various liens upon said real estate may be marshalled and their priorities fixed and determined; that in default of the payment of the amounts due this plaintiff by a short day to be named by the Court said premises may be ordered to be appraised, advertised and sold as upon execution at law; that out of the proceeds of such sale said claims may be paid and if such proceeds be insufficient for that purpose, execution may be awarded for the residue, and for all proper relief.

By Scofield & Scofield, Attorneys for Timothy Frahey, doing business as Frahey's Bank, of Marion, Ohio.

The State of Ohio,
Marion County, ss: |

Timothy Frahey being duly sworn deposes and 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 Timothy Frahey, and by him signed in my presence this 7th day of March A.D. 1898.

Harry O. Woodcock, Notary Public
in & for Marion County, Ohio.

(Seal)

Exhibit \$1396.⁵⁵ One year after date, for value received, we jointly and severally promise to pay Frahey's Bank, or "A." Order, at Marion, Ohio, one thousand three hundred ninety six ²⁴/₁₀₀ ⁵⁵/₁₀₀ dollars with interest at 6 percent. per annum from date payable semi annually until maturity and 8 percent. 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 cost in favor of the payee, legal holder, indorsee, or assignee hereof, and release all errors which may accrue in the rendition of such judgment.

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

Witness our hands and seals this 1st day of April A.D. 1890.
Secured by Mortgage.

Frances R. M^{rs} Curdy
Cas. R. M^{rs} Curdy.

October 29th 1890 Received \$243.²⁷; November 20th 1891 Received (N.D. Blue notes) \$700.⁰⁰; February 2nd 1893 Received \$175.⁵⁹ Green notes

Exhibit "B" \$1396.²³ Two years after date, for value received, we jointly and severally promise to pay Frahey's Bank, or Order, at Marion, Ohio, one thousand three hundred ninety six ²³/₁₀₀ dollars with interest at 6 per cent. per annum from date payable semi-annually until maturity 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 cost, in favor of the payee, legal holder, indorsee or assignee hereof, and release all errors which may accrue in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution, any personal or real property belonging to us, or either of us, at and after the date of such judgment; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 1st day of April 1890.

"Secured by Mortgage"

Frances R. McCurdy,
Charles H. McCurdy.

Exhibit "C" \$833.³³ One year after date, for value received, we jointly and severally promise to pay Frahey's Bank, or Order at Marion, Ohio, eight hundred ³³/₁₀₀ thirty-three dollars with interest at 6 per cent. per annum from date payable semi-annually until maturity 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 cost, in favor of the payee, legal holder, indorsee or assignee hereof, and release all errors which may accrue in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution, any personal or real property belonging to us, or either of us, at and after the date of such judgment; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 10th day of November A. D. 1890.

"Secured by Mortgage."

Frances R. McCurdy,
Charles H. McCurdy.

Exhibit "D" \$833. jointly Order, and date, after interest. Adorn after of us, of Ohio holder which of exec from ing to such y-ized Novem Secure The S. Unio. Timot as Fra Praeife Fran H. M. J. entitle Chart Court on \$13 muall upon. paym bond at 6 p to Ap perva with cent. p 8 per due a from ally

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Exhibit
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§ 833.³³ Two years after date, for value received, we jointly and severally promise to pay Fraheys Bank, or Order, at Marion, Ohio, eight hundred and thirty three and 3/4 dollars with interest at 6 per cent. per annum from date payable semi-annually until maturity 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 become due, to appear for us, or any of us, without process, in any Court of Record in the State of Ohio, or elsewhere, and confess a judgment for the said amount, interest and cost, in favor of the payee, legal holder, indorsee or assignee hereof, and release all errors which may accrue in the rendition of such judgment. And we also release the right of appeal, the stay of execution, and the power and privilege to hold exempt from execution, any personal or real property belonging to us, or either of us, at and after the date of such judgment; and our said Attorney is hereby authorized to enter such release in said judgment.

Witness our hands and seals this 10th day of November A. D. 1890.
Secured by mortgage."
Francis R. M^r. Curdy
Charles H. M^r. Curdy.

The State of Ohio. ||
Union County, ss: || In the Court of Common Pleas.
Timothy Frahey, doing business as Fraheys Bank, Plaintiff
vs.
Francis R. M^r. Curdy, and Charles H. M^r. Curdy her husband, Defendants
To the Clerk of said Court:

Pracipe
Issue Summons in the above entitled case for the defendants, Francis R. M^r. Curdy and Charles H. M^r. Curdy, directed to the Sheriff of Union County, Ohio, endorsed "Amount claimed \$4459.⁷⁶ with interest on \$1396.²⁵ from April 1st, 1890 at 6 per cent. payable semi-annually, until April 1st, 1891, and 8 per cent. from April 1st, 1891 upon principal and upon due and unpaid interest, less payments of \$243.²⁷ October 29th, 1890, \$700.⁰⁰ November 20th, 1891 and \$175.⁵⁰ February 2nd, 1893; and with interest on \$1396.²⁵ at 6 per cent. payable semi-annually from April 1st, 1890, to April 1st, 1892 and 8 per cent. from April 1st, 1892 upon principal and upon due and unpaid interest; and with interest upon \$833.³³ from November 10th, 1890 at 6 per cent. payable semi-annually until November 10th, 1891, and 8 per cent. from November 10th, 1891 upon principal and upon due and unpaid interest; and with interest upon \$833.³³ from November 10th, 1890, at six per cent. payable semi-annually until November 10th, 1892, and 8 per cent. from November 10th

1892 upon principal and upon due and unpaid interest; returnable according to law.

Seefeld & Seefeld, Attorneys for
Timothy Frahey doing business as
Frahey's Bank, of Marion, Ohio.

Filed March 9th, 1893.

Summons

6517

Afterward, on the 9th day of March A. D. 1893, 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 Frances R.
M^{rs}. Curdy and Charles H. M^{rs}. Curdy her husband that
they have been sued by Timothy Frahey doing business
as Frahey's Bank in the Court of Common Pleas of
Union County, and must answer by the 8th 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 20th day of March A. D. 1893.

Witness my hand and the seal of said Court, this
(Seal) 9th day of March A. D. 1893. R. M. Leroy, Clerk
By W. M. Winger, Deputy

Endorsed: "Amount claimed \$4459.⁷⁶ with interest on \$1396.⁵³
from April 1st, 1890 at 6% payable semi-annually until April
1st, 1891, and 8% from April 1st, 1891, upon principal and upon
due and unpaid interest less payments of \$248.²⁷ October
29th, 1890, \$700.⁰⁰ November 20th, 1891, and \$173.⁵⁹ February 2nd, 1893⁷⁴
with interest on \$1396.⁵³ at 6% payable semi-annually from
April 1st, 1890 to April 1st, 1892 and 8% from April 1st, 1892 upon
principal and upon due and unpaid interest; and with
interest upon \$333.³³ from November 10th, 1890, at 6% payable semi-
annually until November 10th, 1891, and 8% from November 10th,
1891 upon principal and upon due and unpaid interest;
and with interest upon \$833.³³ from November 10th, 1890, at 6%
payable semi-annually until November 10th, 1892, and 8% from
November 10th, 1892 upon principal and upon due and unpaid
interest."

Sheriff's
Return

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And on the 17th 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 | 40 |
| Mileage | 320 |
| Copy | 40 |
| Return | 25 |
| Total | \$425 |

The State of Ohio,
Union County | Sheriff's Return.
Received this writ March 9th, A. D. 1893 at
10 o'clock A. M. and served same on the 17th day
of March 1893, by delivering a certified copy
with the endorsements thereon to the within named
Frances R. M^{rs}. Curdy personally, and by leaving a
copy at the usual place of residence for Charles H.
M^{rs}. Curdy.
W^m S. Snodgrass, Sheriff.

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Afterward, on the 5th day of June A. D. 1893, an Entry was made on the Journal by the clerk of said Court: Timothy Frahey doing business as Fraheys Bank of Marion, Ohio.

Journal 16, Page 410.

Francis R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy, her husband

This day this cause came on to be heard upon the petition of the plaintiff (the said defendants Francis R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy her husband, being in default for answer or demurrer) and was argued by counsel: upon consideration whereof, and being duly advised in the premises, the Court do find that due and legal notice of the filing and pendency of the petition in this case has been given to the said defendants according to law but that said defendants have made default, and that by reason thereof the allegations of said petition are by them confessed to be true.

And the Court do further find that there is due to the said plaintiff upon the promissory notes mentioned and referred to in the first, second, third, and fourth causes of action in his said petition from the said defendants Francis R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy the sum of \$4076.⁰⁰ together with interest thereon at the rate of 8 per cent. per annum payable semi-annually from this date.

And the Court do further find that in order to secure the payment of said promissory notes the said defendants Francis R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy executed and delivered to the said defendant Timothy Frahey their mortgage deed upon the premises described in the petition; that said mortgage deed was duly filed for record with the Recorder of Union County, Ohio, on the 7th day of August 1891, at the hour of 1⁴⁵ o'clock P. M. and was by him duly recorded in the Records of Mortgages of said County in Vol. 30 Page 318: that said mortgage is the first and best lien upon the premises described in the petition, and that the condition of said mortgage has been broken, and that by reason thereof the plaintiff is entitled to have the equity of redemption of said defendants in said real estate foreclosed.

It is therefore considered, adjudged and decreed by the Court that unless the said defendants Francis R. M^{rs}. Curdy and Charles H. M^{rs}. Curdy within three days from the entry of this decree pay or cause to be paid to the said Timothy Frahey the amount hereinbefore found due him with interest at the rate of 8 per cent. per annum from the date of the entry of this decree, payable semi-

Entry 6517

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annually and to the clerk of this court the costs and increase costs of this proceeding, an order of sale issue to the Sheriff of Union County, Ohio, commanding him to appraise, advertise and sell the premises described in the petition as upon execution at law, and that said Sheriff bring into this court the proceeds of such sale to abide its further order thereon.

Attest
R M Erny
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of April, to wit, on the 3rd 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 18th day of March A. D. 1893, Dora Miller by her Guardian filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary Tatman et al. to wit:
Dora Miller by William M. Elroy
Guardian of said Dora Miller, minor

Court of Common Pleas
Union County, Ohio.

Petition
65-26

Mary Tatman ^{or} others
The plaintiff says that Samuel Walters died seized in fee simple of the following real estate situate in the County of Union aforesaid in the State of Ohio, bounded and described as follows: Part of Survey N^o 3692 and patented to Robert Campbell. Beginning at a stake in center of Bokes Creek, witness a sugar tree and bur oak standing on the south of the creek north-easterly corner of Ephraim Cary's land: thence with said Cary's line S. N. 263 poles to a stake in the south line of the original Survey near two ash Saplings: thence S. 83^o E. 62 poles to a stake in said south line: thence N. 7^o E. 239 poles to a stake in the center of the creek in the line of John Woods land: thence up the creek with the meanders thereof and with the line of said Woods N. 45^o W. 30 poles S. 50^o W. 19 poles and N. 50^o W. 22 poles to the beginning containing one hundred acres being the same more or less.

That said Samuel Walters left no widow surviving him but left the following persons his legal heirs to wit: Mary Tatman, of the County of Paulding in the State of Ohio, P. O. Address "Payne", a daughter.

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Jasper E. Carey, a grand-son of Union County, Ohio
Isaac Walters of Van Wert County, Ohio, P.O. Address
(Dickinson) a grand-son.

James Smoke a great grand-son of Van Wert, County Ohio,
Ella Bosh, of Union County, Ohio,

Dora Miller of Union County, Ohio, a great grand daughter

That said Dora Miller is a minor under the age
of eighteen years about 15 years of age and said William
M^r. Elroy is her guardian duly appointed and qualified
by the Probate Court of said County of Union and she
is a tenant in common in said land with said other
heirs of said Samuel Walters and entitled to the one-eighth
part of said real estate; Mary Tatman of Paulding County
Ohio, one-fourth part thereof; Jasper E. Carey the only son
of Anna Walters, deceased, of Union County, Ohio, one-fourth
part thereof; Isaac Walters of Van Wert County, Ohio,
one-eighth part thereof; James Smoke a minor over 14
years old of Van Wert County living with Isaac W.
Walters one-eighth; Ella Bosh married to Eli Bosh, of
Union County, Ohio, one-eighth part of said premises
all of whom wish said lands to be divided.

The said Samuel Walters left a sufficient amount
of personal property to pay all of his debts and funeral
expenses of the said Samuel Walters.

The plaintiff therefore prays for partition of said
lands and that she have her share of said premises
set off to her in severalty.

Robinson & Woodburn,
Attorneys for Plaintiff.

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

W^m. M^r. Elroy being duly sworn deposes and
says the several allegations of the foregoing petition
are as he believes true.

W^m. M^r. Elroy.

Sworn to before me and signed in my presence
this 18th of March 1893.

(Seal)

J. M. Kennedy,

Notary Public.

We the undersigned heirs of Samuel Walters, deceased,
do hereby enter our appearance in the foregoing cause and
consent to a division of the land.

Mary Tatman
J. E. Cary,
Isaac W. Walters
Ella Bosh

To the Clerk of the Court:

Issue Summons to the Sheriff of
Van Wert County, Ohio, for James Smoke a minor living with
Isaac W. Walters whose Post Office address is "Dixon Van Wert
County, Ohio, and endorse "Petition for Partition of Land".

Robinson & Woodburn, Atty's. for Plt.

Afterward, on the 20th day of March A.D. 1893, a
Summons was issued by the Clerk of said Court, to wit:

The State of Ohio,
Union County

To the Sheriff of Van Wert County:

Summons

65-26

You are hereby commanded to notify James Smoke
(a minor (impleaded with others) that he has been sued
by Dora Miller by W^m M^r. Elroy Guardian of said Dora
Miller, in the Court of Common Pleas of Union County,
and must answer by the 22nd 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 3rd day of April A.D. 1893.

Witness my hand and the Seal of said Court, this
20th day of March A.D. 1893.

R. M^r. Elroy, Clerk.

Endorsed: "In action for Partition of land."

And on the 27th 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:

Sheriff's
Return.

| | |
|-----------------|-----|
| Ser. & Return | 70 |
| Dec. Indet. &c. | 508 |
| Mileage | 206 |
| Copy | 52 |
| Total | 376 |

Received this writ March 24th, A.D. 1893 at
8 o'clock A.M. and on the 25th day of March I
served same by handing to the within named
James Smoke in person a true copy of this
writ with the endorsements and on same
day I served a true copy on Maria Stevenson who has charge
of said James Smoke, and March 25th I return this writ.

A. P. Shumaker, Sheriff.

Afterward, on the 7th day of April A.D. 1893, an Answer
was filed with the Clerk of said Court, to wit:

Dora Miller by W^m M^r. Elroy
her Guardian, Plaintiff

Court of Common Pleas,
Union County, Ohio.

Answer

65-26

Mary Fatman et al. Defendants

The defendant John R. Taylor now comes by leave
of the Court and for his answer herein says: That the
plaintiff ought not to have granted to her the order of
partition prayed for in her petition because this defend-
ant says he denies that the said Samuel Walters left
of personal goods, chattels or money sufficient to pay the
indebtedness of his estate.

This defendant says he is the duly qualified
Executor of the last Will and Testament of the said
Samuel Walters deceased. That the indebtedness of
said estate is fully four hundred dollars, and the
chattels and money of the estate of the said Samuel
Walters in value is not more than one hundred and
one dollars (\$101.) and that the said Samuel Walters
has not be deceased one year previous to the filing of the

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plaintiff's petition herein. That the said Samuel Walters died on the 4th day of March 1893. And the petition herein was filed March 18th, 1893.

This defendant says he has as such Executor commenced a suit in the Probate Court of Union County Ohio, to sell the lands described in the plaintiff's petition to pay the debts of the deceased amounting to the sum of fully \$300.00 after applying all money and assets of the estate of the said Samuel Walters deceased.

This defendant says therefore that the plaintiff ought not to have and maintain her action herein, nor obtain the order prayed for in her petition, and he asks the Court to withhold the same.

State of Ohio. | D. W. Ayers, Attorney for
Union County ss: | John R. Taylor.

John R. Taylor being sworn says the facts stated and allegations in his foregoing answer are as he believes true.
John R. Taylor

Sworn to before me and signed in my presence this 7th day of April 1893.
(Seal) R. W. Crony, Clerk.

Afterward, on the 24th day of April A. D. 1893, a Reply & Cross-Petition was filed with the Clerk of Court, Dora Miller by her Guardian | Court of Common Pleas
as. | Union County, Ohio.

Reply
Mary Tatman et al | Reply & Cross-Petition.
Jasper B. Crony one of the defendants says the petition in this case was filed after consultation by all the adult defendants and the plaintiff and said defendants including this defendant desired and still desire to have the land in said petition described divided among said heirs and that they believed then and still believe and over that the personal assets will be sufficient to pay the said debts and they arranged that if there should be any deficiency that they would make up the deficiency and save the land from sale. That the said petition was filed under that arrangement with consent of all the said heirs and the plaintiff as guardian. That since then said Taylor was appointed said Executor and without just cause and greatly to the injury of said heirs and against their willed wish filed the petition mentioned in his answer in this case and the said heirs and legatees of said Samuel Walters deceased have filed their Bond with amount and security satisfactory to said Probate Court and approved by said Court in the sum of eight hundred dollars con-

Reply
6526

ditioned that said heirs will pay all the debts and expenses of said estate as provided by the Statutes of the State of Ohio in Section No. 6146 of the Revised Statutes of Ohio and thereby the said proceedings to sell said land by said Executor are dispensed with and the plaintiff and said defendants are entitled to have partition of said land as prayed for in said petition.

Therefore this defendant by way of cross-petition prays for an order of the Court in this case that one fourth of said lands be set off to him and the remainder be divided as prayed for in said petition.

Robinson & Woodburn,
Attorneys for J. E. Cary.

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

J. E. Cary being duly sworn deposes and says he believes the allegations of the foregoing reply and cross-petition are true.
Jasper E. Cary.

Sworn to before me and signed in my presence this 24th of April 1893. (Seal) R. M. Croy, Clerk of Court.

Afterward, on the 26th day of April A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:

Dora Miller by her Guardian
William W. Croy, Plaintiff

Court of Common Pleas
Union County, Ohio.

Reply x

65-26

vs.
Mary Gatman et al. Defendants

The said plaintiff by her said Guardian now comes and for reply to the answer of J. R. Taylor, Executor says that all of the said heirs and legatees of said Samuel Walters, deceased, except the minor James Smoke who lives with the defendant Isaac Walters were together before said petition was filed and they united in the common desire to have the land divided between them as provided by the Will as his heirs and were of the opinion that the assets of said estate were sufficient to pay any debts if there were any but by their mutual agreement it was arranged that if any deficiency should prove to exist, the said heirs would advance the money to meet the same and save the land from sale and that in order to give each the use of his share this season for cropping that the plaintiff should file said petition at once and procure a division at the present term of Court and that the same was filed for that reason under said arrangement and all of said parties entered their appearance except said minor who has been duly served with summons and they still all desire said division and after said Executor filed his petition in said Probate Court to sell said land to pay the debts

Entry
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thereof the said heirs filed their Bond for the payments of any debts of said decedant and the costs of administration and the legacies if any were made, which Bond was accepted by said Probate Court and said proceedings to sell were and are disposed of therein.

Therefore the plaintiff asks an order of Partition as he has asked in his petition.

Robinson & Woodburn

Attorneys for Plaintiff.

The State of Ohio,
Union County ss:

William M^o. Elroy plaintiff being duly sworn deposes and says he believes the allegations of the foregoing reply are true.

W^m M^o. Elroy.

Sworn to before me and signed in my presence this 26th of April 1893.

F. J. Arthur

Notary Public.

Afterward, on the 2nd day of May A. D. 1893, an Entry was made on the Journal by the Clerk of Court Dora Miller, a minor by W^m M^o. Elroy her guardian.

Journal 16, Page 402

Entry
65-26

Mary Tatman et al

This day came on this cause to be heard by the Court whereupon the Court being fully advised in the premises find for the plaintiff that she is entitled to have partition of the premises in said petition described and that said defendants named as heirs and legatees of said Samuel Walters deceased are tenants in common with plaintiff in said land with plaintiff as in said petition alleged and that said heirs have secured the payment of any debts of said decedant.

Therefore it is considered and ordered by the Court that partition be made of said land as prayed for in said petition and it is ordered by the Court that the Sheriff of this County by the oaths of Nathaniel W. Hill, A. S. Mowry and Milton Brithwaite three disinterested freeholders of said County make said partition of said land assigning and setting off to the plaintiff Dora Miller the one-eighth part thereof; to Mary Tatman one-fourth part thereof; to Jasper C. Coary one-fourth part thereof; to Isaac Walters one-eighth part thereof; to James Smoke one-eighth part thereof and to Ella Bosh one-eighth part thereof, each to hold in severally the part of said lands so set off; and the Clerk of this Court is ordered to issue such order partition returnable by the 5th day of June 1893.

Thereupon John A. Taylor Executor of the Will of Samuel Walters, deceased, filed his motion for new trial which was overruled to which ruling he excepted and

Thereupon said Executor gave notice of appeal to the Circuit Court.

Mandate
in Appeal

Mandate from Circuit Court. On Appeal.

The State of Ohio.

Circuit Court of Union County

To the Honorable the Court of Common Pleas in and for Union County, Ohio. Greeting:

Whereas, at a Term of the Circuit Court, within and for the County of Union in the State of Ohio, began and held before Hon. Henry W. Seney,

Hon. John J. Moore,

Hon. James H. Day

} Presiding Judges

at Marysville on the 13th day of February A. D. 1894, among other proceedings then and there had by and before said Court, as appears by its Journal were the following, viz:

Dora Miller, by her Guard, vs.

Journal 1. Page 163.

n^o. 119

Mary Tatman et al

This day came on this cause to be heard, on the motion of plaintiff to dismiss the appeal, thereupon the Court being fully advised in the premises do find for the plaintiff on the motion and therefore it is ordered by the Court that the appeal in this cause be and the same is dismissed, to all of which John R. Taylor excepts.

It is thereupon ordered that a Special Mandate issue to the Court of Common Pleas to carry out its order of Partition the same as if said Appeal had not been taken.

D. N. Ayers, Atty. for John R. Taylor.

We therefore command you, that without delay you cause said judgment of our Circuit Court to be carried into execution, according to the tenor thereof.

Witness my signature as Clerk of our said Circuit Court, and the Seal thereof affixed, at Marysville

(Seal)

This 14th day of February A. D. 1894.

R. M. Leroy, Clerk.

Afterward, on the 15th day of February, A. D. 1894, a Writ of Partition was issued by the Clerk of said Court to wit:

Writ of
Partition

The State of Ohio.

Union County

To the Sheriff of said County:

Assuant to an order of our said Court of Common Pleas within and for the said County, at the April Term A. D. 1890, in a civil action therein pending (for partition) wherein Dora Miller by her Guardian, the plaintiff, and Mary Tatman and others the defendants, you are hereby commanded, that by the oaths of A. S. Mowry, Nathaniel W. Hill and Milton Braithwaite 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

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made of the following described real estate, situate in the County of Union and in the State of Ohio: Part of Survey N^o. 36.72 and patented to Robert Campbell.

Beginning at a stake in the center of Bohis Creek witness a sugar tree and bur oak on the south bank of the creek north-easterly corner of Ephraim Cary's land: thence with said Cary's line S. N. 263 poles to a stake in the south line of the original Survey near two ash saplings: thence S. 83° - E. 62 poles to a stake in the said south line: thence N. 7° - E. 293 poles to a stake in the center of the creek in the line of John Woods land: thence up the creek with the meanders thereof and with the line of said Woods N. 45° - N. 30 poles S. 80° - N. 19 poles and N. 50° - N. 22 poles to the beginning containing one hundred acres be the same more or less, among the persons named herein, and in the following proportions, to wit: To Dora Miller one-eighth ($\frac{1}{8}$) part: to Mary Tatman one-fourth ($\frac{1}{4}$) part: to Jasper E. Cary one-fourth ($\frac{1}{4}$) part: to Isaac Walters one-eighth ($\frac{1}{8}$) part: to James Smoke one-eighth ($\frac{1}{8}$) part: to Ella Bosh one-eighth ($\frac{1}{8}$) 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 15th day of February, A.D. 1894.
R. M. Crory, Clerk.

And on the 5th day of March A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

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| Service | 25 |
| Mileage | 1.76 |
| Exp. Writ | 1.00 |
| Swear Com. | 25 |
| Report " " | 25 |
| Return | 25 |
| Total | \$ 3.76 |
| Comm. fees | 3.00 |
| Surveyors fee | 21.50 |
| Total | 28.26 |

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of Andrew S. Nowy, Nathaniel W. Hill and Milton Braithwaite causing said partition to be made, as will appear by the report of the Commissioners herewith returned. Given under my hand this 5th day of March A.D. 1894.
W^m G. Snodgrass, Sheriff.

Commissioner's Report.
Union County, ss:
Court of Common Pleas
Dora Miller
vs.
Mary Tatman et al.
According to the command of the Writ of Partition

Sheriff's Return

6.5-26

in this case issued, and on the call of the Sheriff of said County, we, the undersigned, Commissioners, after being first duly sworn, and upon actual view of the premises do make partition as shown by the following Plat and the descriptions thereto attached.

Descriptions We set off and assign to Mary Tatman the following premises: Situate in the State of Ohio, County of Union and Township of Leesburg and part of Survey N^o. 3692 and described by true meridian courses as follows: Beginning at a stone and brick in the center of the Gandy road and in the east line of the Samuel Walters farm; thence with said line N. 12° - E. 39 poles to a stake on the right bank of Bokis Creek; thence continuing the same course to the center of said creek; thence up the center of said creek with the meanders thereof to the upper corner on the creek to the said Samuel Walters farm; thence with the west line of said farm S. 12° - N. to a stake on the right bank of the creek; thence continuing with said line S. 12° - N. 54 ³²/₁₀₀ poles to a stone and brick in the center of said Gandy road; thence with the center of said road S. 76° - E. 32 poles to a stake and S. 60° - E. 33 ⁷⁰/₁₀₀ poles to the beginning containing 19 acres more or less.



We set off and assign to Isaac Walters the following premises: Situate in the State of Ohio, County of Union and Township of Leesburg and part of Survey N^o. 3692 and described by true meridian courses as follows:

Beginning at a stone and brick in the center of the Gandy road and in the east line of the Samuel Walters farm; thence with said line S. 12° - N. 59 ⁴⁰/₁₀₀ poles to a stone; thence N. 79° - 30' - N. 32 ⁷⁰/₁₀₀ poles to a stone; thence N. 12° - E. 70 ⁵⁴/₁₀₀ poles to a stone in the center of said Gandy road; thence with the center of said road S. 76° - E. 1 ⁵⁰/₁₀₀ poles to a stake and S. 60° - E. 33 ⁷⁰/₁₀₀ poles to the beginning containing 13 ⁷⁰/₁₀₀ acres more or less.

We set off and assign to James Smoke the following premises: Situate in the State of Ohio, County of Union and Township of Leesburg and part of Survey N^o. 3692 and described by true meridian courses as follows: Beginning at a stone and brick in the center of the

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Gandy road and in the west line of the Samuel Walters farm; thence with said line S. 12° - N. $72^{\frac{7}{10}}$ poles to a stone; thence S. 79° - $30'$ - E. $30^{\frac{7}{10}}$ poles to a stone; thence N. 12° - E. $70^{\frac{5}{10}}$ poles to a stone in the center of said Gandy road; thence with the center of said road N. 76° - N. $30^{\frac{7}{10}}$ poles to the beginning, containing $13^{\frac{4}{10}}$ acres more or less.

We set off and assign to Jasper E. Cary the following premises: Situate in the State of Ohio, County of Union and Township of Leesburg and part of Survey N^o. 3692 and described by true meridian courses as follows:

Beginning at a stone in the east line of the Samuel Walters farm (a stone and brick in said line and in the center of the Gandy road bears N. 12° - E. $59^{\frac{6}{10}}$ poles); thence from said beginning N. 79° - $30'$ - N. $62^{\frac{7}{10}}$ poles to a stone in the west line of said Samuel Walters; thence with said line S. 12° - N. $67^{\frac{7}{10}}$ poles to a stone; thence S. 79° - $30'$ - E. $62^{\frac{7}{10}}$ poles to a stone in the east line of said Samuel Walters farm; thence with said line N. 12° - E. $67^{\frac{7}{10}}$ poles to the beginning, containing $26^{\frac{2}{10}}$ acres more or less.

We set off and assign to Dora Miller the following premises: Situate in the State of Ohio, County of Union and Township of Leesburg and part of Survey N^o. 3692 and described by true meridian courses as follows: Beginning at a stone and brick in the center of the Delaware and Bellefontaine road and south-west corner to the Samuel Walters farm; thence with the west line of said farm N. 12° - E. $73^{\frac{5}{10}}$ poles to a stone; thence S. 79° - $30'$ - E. $31^{\frac{3}{10}}$ poles to a stone; thence S. 12° - N. $73^{\frac{5}{10}}$ poles to a stone and brick in the center of said road; thence with the center of the same N. 79° - $30'$ - N. $31^{\frac{3}{10}}$ poles to the beginning, containing $14^{\frac{7}{10}}$ acres, more or less.

We set off and assign to Ella Bosh the following premises. Situate in the State of Ohio, County of Union and Township of Leesburg and part of Survey N^o. 3692 and described by true meridian courses as follows: Beginning at a stone and brick in the center of the Delaware and Bellefontaine road and south-east corner to the Samuel Walters farm; thence with the east line of said farm N. 12° - E. $73^{\frac{5}{10}}$ poles to a stone; thence N. 79° - $30'$ - N. $31^{\frac{3}{10}}$ poles to a stone; thence S. 12° - N. $73^{\frac{5}{10}}$ poles to a stone and brick in the center of said road; thence with the center of the same S. 79° - $30'$ - E. $31^{\frac{3}{10}}$ poles to the beginning containing $14^{\frac{7}{10}}$ acres more or less.

The Commissioners hereby assign the rails in

the east fence along the lane (from the Sandy road to the south line of the shares of Isaac Walters and James Smoke) to Isaac Walters, and the rails in the west fence along said lane to James Smoke.

The Commissioners direct that Jasper E. Cary build the fence dividing his share from the shares of Isaac Walters and James Smoke out of rails upon the premises assigned to the said Jasper E. Cary. Said fence to be built in a workmanlike manner 7 rails high and upon a ground chalk.

The last 1/4 of said fence, so built, shall belong to Isaac Walters, the center 1/2 to Jasper E. Cary and the west 1/4 to James Smoke.

The Commissioners assign the rails now upon the shares assigned to Dora Miller and Ella Bosh and not laid in fence to the said Dora Miller and Ella Bosh in equal shares by numbers.

Given under our hands this 5th day of March A. D. 1894.

Commissioners { Andrew S. Mowry
Nathaniel W. Hill
Milton Braithwaite.

Fees:

| | |
|-----------------------------|---------------------|
| Comm. fees. | 3 ⁰⁰ |
| A. S. Mowry for Report &c | 5 ⁰⁰ |
| J. C. Kennedy for Survey &c | 11 ⁵⁰ |
| J. E. Cary, Marker | 2 ⁰⁰ |
| George Snare c. c. | 2 ⁰⁰ |
| U. Elliott c. c. | 1 ⁰⁰ |
| | <hr/> |
| | \$ 24 ⁵⁰ |

Afterward, on the 20th day of March A. D. 1894, an Entry was made on the Journal by the Clerk of said Court: Dora Miller by Sward.

65-26

vs. Mary Tatman et al | Journal 16, Page 534.

In motion to the Court by Robinson & Woodburn Attorneys for said petitioner and upon producing the return of the Sheriff and the report of said Commissioners heretofore appointed and the same having been examined by the Court here and found in all respects correct and in conformity to law, it is hereby ordered that the said proceedings and report be and the same is hereby approved and confirmed, and that said parties hold in severally the parts and premises set off and assigned to each respectively. And it is further ordered that the costs of this action including a counsel fee to the said Robinson & Woodburn of \$ 80⁰⁰ be paid; also the taxes now on the land amounting to \$ 48⁵⁷; also the indebtedness of the estate of Samuel Walters, deceased, for the payment of which a bond has been given amounting to \$ ---

That these several sums be paid by said parties in the following proportion to wit: the said Dora Miller

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one-eighth part: the said Mary Tatman one-fourth part: to the said Jasper C. Cary one-fourth part: to Isaac Walters one-eighth part: to James Smoke one-eighth part and Ella Bosh one-eighth part. And that in default thereof that execution issue therefor.

Attest
R. M. Cary
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, to wit: on the 11th day of September in the year of our Lord one thousand eight hundred and ninety three.

Be it remembered that, heretofore, to wit, on the 21st day of April A. D. 1893, The Michigan Mutual Life Insurance Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Thomas Russell et al.

The Michigan Mutual Life Insurance Company, a corporation duly organized and existing under the laws of the State of Michigan,

Court of
Common Pleas
Union County, Ohio.

Petition

vs. Plaintiff

6537

Thomas Russell, Olive J. Russell, E. J. Taylor, Loretta Taylor his wife, The Newark Machine Company, B. L. Galnadge, L. C. Wharton, The Bank of Richwood, Oliver J. Russell, and George B. Hamilton, Defendants.

Plaintiff represents that it is a corporation duly organized and existing under the laws of the State of Michigan, and having its principal office and place of business in the City of Detroit, and State of Michigan.

On the 27th day of December A. D. 1888, the defendants Thomas Russell and Olive J. Russell, his wife, by their certain mortgage deed of that date duly executed and delivered, conveyed in fee simple, free from the contingent right of dower of said Olive J. Russell to this Plaintiff, and to its successors and assigns forever, the following real estate situate in said County of Union to wit: "All those certain pieces or parcels of land situate in the Township of York, County of Union and State of Ohio, known and described as follows, to wit:

Part of Virginia Military Survey number 5290,

Beginning at a stone in the south-east corner of said Survey and running thence with the easterly line of said Survey north ten and $\frac{1}{4}$ ($10\frac{1}{4}$) degrees, east seventy-one $\frac{3}{4}$ $\frac{36}{100}$ ($71\frac{36}{100}$) poles to a stake and stone: thence north seventy-nine $\frac{3}{4}$ $\frac{3}{4}$ ($79\frac{3}{4}$) degrees west one hundred and ten and $\frac{43}{100}$ ($110\frac{43}{100}$) poles to a stake and stone: thence south nine (9) degrees west sixty-five $\frac{3}{4}$ $\frac{26}{100}$ ($65\frac{26}{100}$) poles to a stone in the south line of said Survey; thence with said Survey line south seventy-six $\frac{3}{4}$ $\frac{1}{2}$ ($76\frac{1}{2}$) degrees east one hundred and nine (109) poles to the place of beginning containing forty-six $\frac{3}{4}$ $\frac{57}{100}$ ($46\frac{57}{100}$) acres.

Also a lot of six (6) acres in said Survey, commencing at a stone in the north-west corner of Eliza J. Sigler's land and in the line of Thomas Russell's land thence with Russell's line north nine (9) degrees, east nineteen $\frac{3}{4}$ $\frac{20}{100}$ ($19\frac{20}{100}$) poles to a stone and pieces of bricks corner to N. C. Flickinger's land; thence with his line south seventy-nine $\frac{3}{4}$ $\frac{3}{4}$ ($79\frac{3}{4}$) degrees, east fifty and $\frac{40}{100}$ ($50\frac{40}{100}$) poles to a stone and bricks in E. J. Sigler's line; thence with Sigler's line north seventy-nine $\frac{3}{4}$ $\frac{3}{4}$ ($79\frac{3}{4}$) degrees west, fifty (50) poles to the place of beginning.

Which said mortgage deed has a condition thereunder written providing as follows: "That if the said parties of the first part shall and do well and truly pay or cause to be paid to the said party of the second part, at its Home Office, in Detroit, Michigan the sum of twelve hundred dollars, at the expiration of five years from the date hereof, with interest thereon payable semi-annually, at the rate of seven per cent, per annum until due, and on all over due principal and interest at the rate of ten per cent, per annum, payable semi-annually from the time it becomes due until paid, according to the tenor and effect of eleven certain promissory notes, ten of said notes being for interest, and one for principal, all bearing even date herewith, executed by the said Thomas Russell to said party of the second part, to which these presents are collateral, and shall also pay or cause to be paid, all taxes or assessments, of whatever nature, which may be levied on said premises above described, as soon and as often as the same may become due and payable; so long as this mortgage remains unpaid (and in case the said parties of the first part shall fail to pay taxes as aforesaid, the said party of the second part may pay taxes, and all money paid for taxes, may be added to the amount secured hereby, payable forthwith and with the same rate of interest, and shall be treated as a part of the money payable on this mortgage) and shall further keep and perform all covenants and agreements herein

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after made, then these presents and said promissory notes shall cease and be null and void.

" And it is hereby expressly agreed, That should any default be made in the payment of the said interest, or any part thereof, or of the taxes, on any day whereon the same is made payable as above expressed, and should the same remain unpaid and in arrears for the space of thirty days, then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of twelve hundred dollars, and all arrearages of interest thereon, shall at the option of said obligee, its successors and assigns, become and be due, and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding."

The parties of the first part " mentioned in the above condition, are the defendants Thomas Russell and Olive J. Russell, his wife, and the " party of the second part " referred to in the above condition is this plaintiff, The Michigan Mutual Life Insurance Company. Said deed of conveyance was on the 7th day of January, 1889, at 2¹⁵ o'clock P.M. duly filed for record in the office of the Recorder of said Union County, Ohio, and was afterward duly recorded in Liber 27, Pages 352 et seq. of the Records of Mortgages of said County, and the same is a valid and subsisting, and the first and best lien on said real estate hereinbefore described.

The plaintiff further says that the principal note for twelve hundred dollars, referred to in the above condition is in the words and figures following, to wit: \$1200. - - - Detroit Mich. December 27th, 1888.

" On the twenty-seventh day of December 1893 I
 " promise to pay to the order of The Michigan Mutual
 " Life Insurance Company, the sum of twelve hundred
 " dollars, at the Home Office of said Company, at
 " Detroit, Michigan, value received, with interest after
 " maturity, at the rate of ten per cent. per annum,
 " payable semi-annually, until this note is paid.
 " This note is secured by mortgage of even date
 " herewith, made by myself and wife to the said
 " Michigan Mutual Life Insurance Company.
 " W^m - - - Thomas Russell.

And that the interest notes referred to in said condition were each of the same date and form as the note set out in full, above, except that said ten interest notes were for the sum of \$42⁰⁰ and were made payable as follows: The first of said

ten interest notes became due on the 27th day of June A. D. 1889, and one of said interest notes becoming due on the 27th day of each and every December and June thereafter, until the date of the maturity of said principal note, to wit: December 27th, 1893, on which date the last of said interest notes become due and payable. Plaintiff further says that the said principal note for \$1200. given with said ten interest notes and the mortgage securing the same represent a loan made by this plaintiff to the defendant Thomas Russell of the sum of \$1200; that the application for said loan was made by the said Thomas Russell in writing and signed by him, to the plaintiff, at its Home Office in the city of Detroit in the State of Michigan, and that all the terms of said loan and of said note and mortgage were there agreed upon by and between this plaintiff and said Thomas Russell; that by the terms of said loan and said notes and mortgage representing the same, the payment thereof, and the discharge of said notes and mortgage were to be in like manner performed at said office of the plaintiff in the City of Detroit, in the State of Michigan, at which place said notes and mortgage were delivered to this plaintiff, and there accepted by it; that the said parties to said notes and mortgage in the making and execution thereof contracted in good faith with reference thereto, and agreed to be governed and controlled by the laws of the said State of Michigan relating to interest upon money, and the execution of notes and mortgages and other written contracts with reference thereto; that the interest laws of the said State of Michigan in force at the time of making said loan and the execution and delivery of said notes and mortgage were as follows:

"Section 1594. The interest of money shall be at the rate of Seven dollars upon one hundred dollars for a year, and at the same rate for a greater or less sum, and for a longer or shorter time, except that in all cases it shall be lawful for the parties to stipulate in writing for the payment of any rate of interest not exceeding ten per cent. per annum."

"Section 1599. That when any installment of interest upon any note, bond, mortgage, or other written contract, shall have become due, and the same shall remain unpaid, interest may be computed and collected on any such installment so due and unpaid from the time at which it became due at the same rate as specified in an such note, bond, mortgage or other written contract, not exceeding ten per cent.; and if no rate of interest be specified, then at the rate of seven per cent. per annum."

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Plaintiff further says that the first six of said series of ten interest notes have been fully paid, but that no part of said principal note, or any portion of either of the remaining 4 interest notes has been paid; but that said principal note and said 4 interest notes are due and wholly unpaid; that the seventh note of said series of ten interest notes, to wit: The one due on the 27th day of June 1892, is and has remained due and wholly unpaid for more than thirty days after becoming due as aforesaid, and is yet wholly unpaid; that by reason of the failure of said Thomas Russell and Olive J. Russell, or either of them to pay or cause to be paid said 7 interest note within thirty days after the same became due as aforesaid, the whole of said principal note of twelve hundred dollars, with all arrearage of interest thereon, did at the option and election of this plaintiff, and according to the terms and conditions of said mortgage deed become due and payable with interest thereon at the rate of ten per cent. per annum payable semi-annually from the date of such default, to wit: June 27th, 1892, and said mortgage deed has become absolute, and plaintiff is entitled to have the same foreclosed.

There is due and owing to this plaintiff, from the defendants Thomas Russell and Olive J. Russell on said notes and mortgage, the sum of twelve hundred and forty-two dollars with interest thereon from the 27th day of June A. D. 1892, at the rate of ten per cent. per annum, payable semi-annually until paid.

The defendants E. J. Taylor, Luetta Taylor his wife, The Newark Machine Company, B. L. Palmage, L. E. Wharton, The Bank of Richwood, Oliver J. Russell and George B. Hamilton each have or claim to have some interest in said premises, the exact nature of which is unknown to this plaintiff, but whatever interest it may be is inferior and subordinate to the claim of this plaintiff under its said mortgage, and plaintiff prays that said defendants, be required to answer in this action and set up the nature and extent of their interest or interests in said real estate or be forever barred and cut off from asserting the same.

Plaintiff prays that the Court may take into account the amount due it on said notes and mortgage; that said mortgage may be ordered foreclosed, and said real estate be appraised, advertised and sold as upon execution, and the money arising therefrom, after the payment of the costs of this action be first applied to the payment of the amount due to this plaintiff on said notes and mortgage, with interest as aforesaid, and for such other and further relief as

The justice and equity of the case may require.

Dusenbury & Crosbie
Attorneys for Plaintiff.

State of Ohio,
Franklin County, ss:

Will J. Dusenbury being first duly sworn, on oath says that the plaintiff herein is a foreign corporation, that he is one of the Attorneys of said Company duly authorized in the premises; and that he believes the statements made and allegations contained in the foregoing petition to be true.

Will J. Dusenbury.

Sworn to before me by the said Will J. Dusenbury and by him subscribed in my presence this 19th day of April A. D. 1893.

Chas. Cherrington,

(Seal)

Notary Public, Franklin Co. O.

Precept To the Clerk:--

Please issue Summons in the above entitled action for the defendant Thomas Russell and Olive J. Russell, E. J. Taylor, Luetta Taylor his wife, B. L. Palmadge, L. C. Wharton, The Bank of Richwood, Oliver Russell, directed to Sheriff of Union County, Ohio. Indorse Summons "Action for Equitable Relief."

Dusenbury & Crosbie,

Filed April 21st, 1893.

Attorneys for Plaintiff.

Waiver

I hereby waive the issuing and service of Summons in the above entitled action and enter my appearance therein this 22nd day of April A. D. 1893.

George B. Hamilton,

By James M. Campbell, his Attorney.

Summons

Afterward, on the 21st day of April A. D. 1893, a Summons was issued by the Clerk of said Court, to wit: The State of Ohio,
Union County.

6537

To the Sheriff of Union County:

You are hereby commanded to notify Thomas Russell, Olive J. Russell, E. J. Taylor, Luetta Taylor his wife, B. L. Palmadge, L. C. Wharton, The Bank of Richwood, Oliver Russell, that they have been sued by The Michigan Mutual Life Insurance Company in the Court of Common Pleas of Union County, and must answer by the 20th day of May 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 1st day of May A. D. 1893.

Witness my hand and the Seal of said Court,
(Seal) This 21st day of April A. D. 1893.

A. M. Leroy, Clerk.

Indorsed: "Action for Equitable Relief."

And on the 29th day of April A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County.

Sheriff's Return

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Sheriff's Return

The State of Ohio, } Sheriff's Return.

Union County Received this writ April 21st. A.D. 1893, at 10 o'clock P.M. and served same by delivering a certified copy of this writ with the endorsements thereon to the within named E. J. Taylor, Luetta Taylor, B. L. Palmage and The Bank of Richmond personally on the 22nd day of April, 1893. Thomas Russell, Olive Russell, L. C. Wharton and Oliver Russell not found.

Wm. S. Snodgrass, Sheriff.

Afterward, on the 4th day of May A.D. 1893, a Writ was filed with the Clerk of said Court, to wit:

The Michigan Mutual Life Ins. Co. a corporation, Plaintiff

In the Common Pleas Court,

vs. Thomas Russell et al. Defendants

Union County, Ohio.

Now comes defendant, The Newark Machine Company, and hereby waive the issuing and service of Summons upon it in this action, and hereby voluntarily enters its appearance herein.

May 1st, 1893.

Newark Machine Co.

By John J. Chester, Attorney

Afterward, on the 11th day of May, A.D. 1893, an Answer & Cross-Petition was filed with the Clerk of said Court.

The Michigan Mutual Life Insurance Company

In Court of Common Pleas, Union County, Ohio.

vs. Thomas Russell et al.

Now comes George B. Hamilton, one of the defendants to said action, and by way of answer and cross-petition to the said plaintiff's petition herein filed says:

Answer to Cross-Petition of George B. Hamilton

6537

That on the 22nd day of March A.D. 1890 the said defendant E. J. Taylor, made and delivered to the said defendant Thomas Russell, his three certain promissory notes of that day for the respective sums of \$200.⁰⁰, \$170.⁰⁰ & \$50.⁰⁰ and due respectively April 1st, 1894, and April 1st, 1895; each of said notes to bear interest at the rate of six per cent. from the 1st day of April A.D. 1890 until paid; that said notes for \$220.⁰⁰ and \$170.⁰⁰ due as aforesaid, with interest as aforesaid, have been transferred, by endorsement, to this answering defendant who is now the owner and holder thereof for value; that the sum of \$69.⁰⁰ has been paid on said note of \$220.⁰⁰ as of March 22nd, 1890 as appears by indorsement thereon, but that no other payments, whatever, have been made on said indebtedness.

This answering defendant says further that the said defendant E. J. Taylor, did, on the said 22nd day of March A.D. 1890, convey the premises in the said plaintiff's petition described to the said Thomas Russell, his heirs, and assigns, to secure the

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payment of the notes and interest aforesaid, which deed of mortgage was on the 28th day of March A. D. 1890, at 1¹⁵ o'clock P. M. duly left for record with the Recorder of said County of Union, and thereby become, and still is, a valid and subsisting lien upon said premises in favor of this answering defendant: and that the balance of \$321.⁰⁰ with interest at 6% thereon from the 1st day of April A. D. 1890, is still owing from the said E. J. Taylor to this answering defendant.

And this defendant further says that said notes were made to represent the purchase money for said premises, and that said mortgage may be found of record in the Recorder's Office, in said County, at Vol. 28 Page 440 of Mortgage Records.

Wherefore, this defendant, George B. Hamilton, prays that said premises be sold; that his said claim be satisfied from the proceeds of such sale in the order of its just priority; and that he may be decreed such other and further relief as a complete protection of his rights in the premises may require.

James W. Campbell,
Attorney for Defendant Geo. B. Hamilton

The State of Ohio,
Union County, ss: |

George B. Hamilton being duly sworn on his oath says the facts stated in the foregoing pleading are, as he believes, true.

Geo. B. Hamilton.

Subscribed and Sworn to before me this 11th day of May A. D. 1893. (Seal) R. W. Croy, Clerk.

Afterward, on the 5th day of June A. D. 1893, an Entry was made on the Journal by the Clerk of said Court:

The Michigan Mutual Life Insurance Company | Journal 16 Page 406.

vs. Thomas Russell et al

Now comes the defendant The Newark Machine Company and asks leave of the Court to file its answer and cross-petition within ten days, and such leave is granted by the Court.

Afterward, on the 12th day of June A. D. 1893, an Answer & Cross-Petition was filed with the Clerk of Court.

The Michigan Mutual Life Insurance Company, Plaintiff | vs. Thomas Russell et al. Defendants

Now comes the defendant, The Newark Machine Company, and for answer and cross-petition herein

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Answer
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says: That said defendant is a corporation duly incorporated under the laws of the State of Ohio; that on the 14th day of August 1890, the defendant Thomas Russell executed and delivered to this answering defendant his four certain promissory notes of that date for respective amounts and due as follows: \$142⁰⁰ due November 1st 1890; \$95⁰⁰ due November 1st 1891; \$94⁰⁰ due November 1st 1892; and \$94⁰⁰ due November 1st 1893; each of said notes to bear interest at the rate of six per cent. per annum from September 15th 1890, until paid; that this answering defendant is the legal owner and holder for value of said notes; and that nothing has been paid thereon.

This answering defendant further says that the mortgage deed set up in the answer and cross-petition herein of the defendant George B. Hamilton does not convey the tract of land consisting of six acres secondly described in plaintiff's petition, and that said defendant has no lien thereon; but that at the time of executing aforesaid notes the defendant Thomas Russell held the fee title to said tract, and that to secure the payment of said notes and interest as aforesaid, he, together with the defendant Olive Russell his wife, did on the 15th day of August 1890, convey the said six acre tract to this answering defendant which deed of mortgage was on the 16th day of August, 1890, at 10⁰⁰ o'clock A. M. duly filed for record with the Recorder of Union County, Ohio, and was by him duly recorded in Book N^o 30 at Page 14 of the Records of Mortgages of said County; and that said mortgage is a valid and subsisting lien upon said land in favor of this answering defendant; and that there is unpaid and owing to it thereon the sum of \$425⁰⁰ with six per cent. interest thereon from September 15th, 1890.

Wherefore this defendant prays that the tracts of land described in plaintiff's petition be sold separately and that, after paying out of the proceeds of the sale of said six acre tract its just proportion of plaintiff's claim and of costs, the remainder of said proceeds be applied to the satisfaction of the claim of this defendant, and for all further proper and equitable relief.

J. F. Millar, Attorney for Newark Machine Co.
State of Ohio.

Union County, ss:

J. F. Millar, being duly sworn, says that he is the attorney of the above answering defendant duly authorized herein, and that said defendant is not a resident of this County, and that the facts stated and allegations made in the foregoing pleading are, as affiant believes, true.
J. F. Millar.

Subscribed and sworn to before me this 12th day of June, A. D. 1893. (Seal) R. M^o Leroy, Clerk of Court.

July 16-93, Paid on this claim from sale of Hentler \$117.²⁰ J. F. Millar, Attorney for this Debt.

Afterward, on the 5th day of December A. D. 1893, an Entry was made on the Journal by the Clerk of Court;

Entry

The Michigan Mutual Life Insurance Company

Journal 16, Page 475.

6537

or. Thomas Russell et al

This cause now coming on for hearing on the petition of plaintiff and all the other pleadings heretofore filed in this action, and the evidence, the Court finds that said defendants Thomas Russell and Olive J. Russell his wife were each duly and legally served with summons in this action; that each and all the other defendants named in the petition herein have been duly and legally served with summons or voluntarily entered their appearance herein, and that each and all of said defendants have had due notice of the pendency and prayer of said petition.

The Court further finds that said defendants Thomas Russell and Olive J. Russell and each of them are in default for answer or other pleading to the petition of plaintiff, and that the allegations in said petition contained are by them and each of them confessed to be true.

And the Court finds that the notes and mortgage in the petition described are contracts subject to the laws of the State of Michigan, and that the laws of the State of Michigan in force at the time of the execution of the notes and mortgage set forth in the petition authorized the collection of any rate of interest not exceeding ten per cent. per annum, when so expressed in any written contract.

The Court further finds that there is due to the plaintiff, The Michigan Mutual Life Insurance Company, from the defendant Thomas Russell, on said mortgage and the notes secured thereby, including interest at the rate of ten per cent. per annum, payable semi-annually, from the 27th day of June, 1892, to this date, to wit: December 5th, 1893, the sum of fourteen hundred and twenty-four and ²⁰/₁₀₀ dollars (1424.²⁰) and that said amount is entitled to bear interest from this date at the rate of ten per cent. per annum, payable semi-annually, until paid.

The Court further finds that in order to secure the payment of said notes with the interest thereon, said Thomas Russell and his wife Olive J.

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Russell, executed and delivered to the said plaintiff at the time, in the manner, and for the purposes alleged in the petition, their certain mortgage deed as in the petition described and on the real estate therein described; that said mortgage deed was on the 7th day of January A. D. 1889, duly filed for record in the Recorder's Office of said Union County, Ohio, and was afterwards duly recorded in Mortgage Record 27, Pages 352 et seq: and that the same is a good and valid and, excepting the taxes, the first and best lien on the real estate described in the petition and that the conditions in said mortgage deed have been broken and said mortgage has become absolute and ought to be foreclosed.

It is therefore adjudged and decreed unless the said Thomas Russell and Olive J. Russell, or either of them, 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 the plaintiff herein, the sum of fourteen hundred and twenty four ⁷⁴/₁₀₀ dollars (\$1424.⁷⁴) found due as aforesaid, with interest thereon from said 5th day of December A. D. 1893, at the rate of ten percent. per annum, payable semi-annually, the equity of redemption of each and all the said defendants in the real estate in the petition described be foreclosed and that an order of sale issue therefor to the Sheriff of said Union County, Ohio, commanding him to appraise, advertise and sell said real estate in the petition described, as upon election, and the proceeds of such be brought into Court to await further orders.

It is further ordered by the Court that a determination of the claims set up in the various answers and cross-petitions filed herein, be reserved until the distribution of the proceeds of the sale of said real estate heretofore ordered, as shown by this decree.

Afterward, on the 13th day of December A. D. 1893, an Entry was made on the Journal by the Clerk, to wit:
The Michigan Mutual Life Insurance Company
or
Thomas Russell et al
Journal 16, Page 485.

Entry
6537

This cause coming on for hearing on the pleadings and evidence at the instance of the defendant The Newark Machine Company the Court finds that all defendants herein have been duly served with summons or have voluntarily entered their appearance, the Court further finds that the

facts stated and allegations made in the answer and cross-petition of the said The Newark Machine Company are not controverted and to be true; that the mortgage set up in said pleading was duly executed and recorded and became and is a present and subsisting lien upon the six acre tract of land secondly described in the plaintiffs petition next in priority to said plaintiffs lien thereon. The Court further find that there should be credited on said defendant's claim the sum of \$117.²⁵ of date July 6th, 1893, and that there is still due from the defendant Thomas Russell to The Newark Machine Company on his promissory notes secured by aforesaid mortgage, this 13th day of December 1893 the sum of \$387.²⁵

It is ordered that the aforesaid six acre tract be appraised and sold separately from the other tract in plaintiffs petition described; and after paying the taxes thereon and that proportion of costs and plaintiffs claim that the proceeds of said six acre tract may bear to the entire proceeds of all lands herein ordered sold, the remainder of the proceeds of the sale of said six acre tract be applied as a credit upon the claim of said The Newark Machine Company, and paid over to it.

John A. Price, Judge.

I approve above entry in so far as same affects interest of G. B. Hamilton defendant.

James M^r Campbell, Attorney for Hamilton.

Afterward, on the 13th day of December A. D. 1893, an entry was made on the Journal by the Clerk of Court: The Michigan Mutual Life Insurance Company

Journal 16, Page 488.

or
Thomas Russell et al

This cause coming on for further hearing on the cross-petition of the defendant George B. Hamilton and the evidence, the Court find that all defendants herein have either been served with summons or have voluntarily entered their appearance to and in said action, and that there is general default for reply, answer, and demurrer to said cross-petition, and that the allegations thereof are, by such default confessed to be true by all parties.

And the Court further find that there is due to the defendant, George B. Hamilton, from the defendant, C. J. Taylor, on the notes set forth in said cross-petition, including interest to the first day of this term, the sum of \$387.²⁵; and that to secure the payment of said notes, the defendant, C. J. Taylor,

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Order of Sale
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executed and delivered to the defendant, Thomas Russell his certain mortgage, as in said cross-petition described and on the premises therein described, being the same tract of forty-six acres described in plaintiff's petition. That said notes represented a balance of purchase money, and that said mortgage was duly recorded in Book 28, Page 440, of the Record of Mortgages of said County, and is a good and valid lien, after the lien of plaintiff, on said premises for the amount so found due the said George B. Hamilton; and that the conditions of said mortgage have been broken.

It is, therefore, adjudged and decreed that, unless said defendant C. J. Taylor, 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 defendant George B. Hamilton, the sum so found due him as aforesaid, with interest from the 11th day of September 1893 the equity of redemption be foreclosed, and said premises sold, and that an order of sale issue therefor to the Sheriff of said County directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

State of Ohio,

Union County ss: In the Court of Common Pleas.

The Michigan Mutual Life Insurance Co.

vs.

Thomas Russell et al

To the Clerk: Issue Order of Sale in this case.

J. E. Griffith,

Attorney for Plaintiff

Proceipe

6537

Filed December 13th, 1893.

Afterward, on the 13th day of December A. D. 1893, an Order of Sale was issued by the Clerk of said Court:

The State of Ohio,

Order of Sale

Union County ss: To the Sheriff of said County,

6537

Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union on the 5th day of December 1893, The Michigan Mutual Life Insurance Company obtained a judgment and decree against Thomas Russell and Olive J. Russell for the sum of fourteen hundred and twenty-four ⁹⁰/₁₀₀ dollars, and sixteen ³⁴/₁₀₀ ⁸⁵/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Thomas Russell and Olive J. Russell within 5 days from the 5th day of December A. D. 1893, pay unto the said The Michigan Mutual Life Insurance Company the said sum of fourteen hundred and twenty-four ⁹⁰/₁₀₀ dollars with interest from the 5th day of December 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 fourteen hundred and twenty four ⁷⁰/₁₀₀ 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: All those certain pieces or parcels of land situate in the Township of York County of Union, and State of Ohio, known and described as follows, to wit: Part of Virginia Military Survey N^o 5-290.

Beginning at a stone in the south east corner of said Survey and running thence with the easterly line of said Survey north ten ³/₄ ¹/₄ (10 ³/₄) degrees, east seventy-one ³/₄ ³⁶/₁₀₀ (71 ³⁶/₁₀₀) poles to a stake and stone: thence north seventy-nine ³/₄ ³/₄ (79 ³/₄) degrees west one hundred and ten ³/₄ ⁴³/₁₀₀ (110 ⁴³/₁₀₀) poles to a stake and stone: thence south nine (9) degrees west sixty-five ³/₄ ⁷⁶/₁₀₀ (65 ⁷⁶/₁₀₀) poles to a stone in the south line of said Survey: thence with said Survey line south seventy-six ³/₄ ¹/₂ (76 ¹/₂) degrees east one hundred and nine (109) poles to the place of beginning, containing forty-six ³/₄ ⁵⁷/₁₀₀ (46 ⁵⁷/₁₀₀) acres.

Also a lot of six (6) acres in said Survey, commencing at a stone in the north-west corner of Eliza J. Sigler's land and in the line of Thomas Russell's land: thence with Russell's line north (9) nine degrees east nineteen ³/₄ ²⁰/₁₀₀ (19 ²⁰/₁₀₀) poles to a stone and piece of bricks corner to N.E. Flickinger's land: thence with his line south seventy-nine ³/₄ ³/₄ (79 ³/₄) degrees, east fifty ³/₄ ⁴⁰/₁₀₀ (50 ⁴⁰/₁₀₀) poles to a stone and bricks in E. J. Sigler's line: thence with Sigler's line north seventy-nine ³/₄ ³/₄ (79 ³/₄) degrees west fifty (50) 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 hereon, to our Court of Common Pleas within sixty days from the date hereof and bring this order with you.

Witness my signature as clerk of our said Court of Common Pleas and the seal of said Court at Marysville this 13th day of December A. D. 1893. (Seal) R. Miller, Clerk

Sheriffs Return

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Said Service Levy Sum, Appear.

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Sheriff's
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And on the 22nd day of January A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

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|-----------------|-------|
| Service | 25 |
| Levy | 50 |
| Sum, Aprs. | 1 20 |
| Swear. " | 25 |
| Convey. " | 1 00 |
| Writing Aprl. | 25 |
| Copy of " | 25 |
| Notice to Otr. | 25 |
| Affidavit " | 25 |
| Writing Notice | 25 |
| mileage | 2 72 |
| Poundage | 15 27 |
| Return | 25 |
| Total | 22 69 |
| Appraisers fees | 3 00 |
| Printers fees | 20 15 |

The State of Ohio | Sheriff's Return.
Union County, ss:
Received this writ the 16th day of December A.D. 1893, and on the 17th day of December A.D. 1893 I called an inquest of O. J. Phelps, W. C. Flickinger, Nat Brooks 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: \$1535 ²⁸/₁₀₀) 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 20th day of January A.D. 1894, at the door of the Court House, in Marysville, Ohio, at the hour of One o'clock P.M. of said day, at 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 C. D. Morrow First tract for nine hundred and thirty three and ¹³/₁₀₀ dollars (\$933. ¹³/₁₀₀): the Second tract to W. C. Flickinger for ninety four ²/₁₀₀ dollars (\$94. ²/₁₀₀) both tracts for the sum of ten hundred ²⁴/₁₀₀ twenty-seven ⁶³/₁₀₀ dollars (\$1027. ⁶³/₁₀₀) they being the highest bidders therefor, and the said sum bid being more than two-thirds of the appraised value.

W^m G. Snodgrass, Sheriff.

Proof of
Publication

6537

The Michigan Mutual Life | Sheriff's Sale.
or. | Order of Sale.
Thomas Russell et al. | Court of Common Pleas.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday January 20th, 1894 at or about the hour of One o'clock P.M. on said day the following described real estate, to wit:

All those certain pieces or parcels of land situate in the Township of York, County of Union and State of Ohio, known and described as follows, to wit: Part of

Virginia Military Survey n^o: 5290. Beginning at a stone in the south-east corner of said Survey and running thence with the easterly line of said Survey north ten ¹/₄ one fourth (10 ¹/₄) degrees, east seventy-one ³/₄ thirty-six one hundredths (71 ³⁶/₁₀₀) poles to a stake and stone: thence north seventy-nine ³/₄ three fourths (79 ³/₄) degrees west one hundred and ten and forty-three one hundredths (110 ⁴³/₁₀₀) poles to a stake and stone: thence south nine (9) degrees west sixty-five and ninety-six one hundredths (65 ⁹⁶/₁₀₀) poles to a stone in the south line of said Survey: thence with said Survey line south seventy-six ¹/₂ one-half (76 ¹/₂) degrees, east one hundred and nine (109) poles to the place of beginning containing forty six and fifty-four one hundredths (46 ⁵⁴/₁₀₀) acres.

Also a lot of six (6) acres in said Survey, commencing at a stone in the north-west corner of Eliza J. Sigler's land and in the line of Thomas Russell's land: thence with Russell's line N. nine (9) degrees east nineteen and twenty-one hundredths (19 ²¹/₁₀₀) poles to a stone and pieces of bricks, corner to N. C. Flickinger's land: thence with his line south seventy-nine and three-fourths (79 ³/₄) degrees east fifty ¹/₄ forty-one hundredths poles to a stone and bricks in E. J. Sigler's line: thence with Sigler's line north seventy-nine ³/₄ three fourths (79 ³/₄) degrees west fifty (50) poles to the place of beginning.

First described tract appraised at \$30.⁰⁰ per acre.
 Second described tract appraised at \$23.³³ per acre
 Terms of Sale, - Cash.

Dec. 20th, 1893. W^{ms} G. Snodgrass, Sheriff
 The State of Ohio, | Union County, Ohio.
 Union County, ss: |

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with December 20th, 1893.

Sworn to and subscribed before me, this 20th day of January 1894. W. O. Shearer.
 (Seal) R. W. Leroy, Clerk.

Afterward, on the 30th day of January A. D. 1894 an Entry was made on the Journal by the Clerk of Court.

Michigan Mutual Life Insurance Company
 vs.
 Thomas Russell et al
 Journal 16, Page 5-15.

This cause coming on to be heard on the motion of plaintiff to set aside the sale of lands heretofore made in this action, and all parties consenting thereto the Court on consideration thereof, do find said motion

Entry
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well taken. It is therefore ordered that said sale, here-
before made, be, and the same is hereby set aside and
declared null and void.

It is further ordered that an Alias Order of Sale
issue out of this Court, directed to the Sheriff of Union
County, Ohio, commanding him to advertise and sell
said premises under the appraisement heretofore made,
according to the former orders of this Court, and report
his proceedings to this Court to await further orders.

And it is further ordered that plaintiff pay the
costs of this proceeding to date.

in case

Michigan Mutual Life
Insurance Company

Common Pleas Court,
Union County, Ohio.

vs.
Thomas Russell et al

Filed January 30th 1894.

To the Clerk:

Please issue Alias Order of Sale in above
entitled cause, pursuant to the orders of the Court.

Dusenbury & Crosbie

Attorneys for Plaintiff.

Alias
Order of
Sale

Afterward, on the 30th day of January A. D. 1894 an
Alias Order of Sale was issued by the Clerk of said Court:

The State of Ohio

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

Whereas, At a term of Court of Common Pleas, holden
at the Court House within and for said County, upon
the 5th day of December 1893, The Michigan Mutual Life
Insurance Company obtained a judgment or decree a-
gainst Thomas Russell and Olive J. Russell for the
sum of fourteen hundred ²⁴/₁₀₀ twenty-four ⁷⁰/₁₀₀ dollars and
fifty-three ²⁰/₁₀₀ dollars, costs of suit.

And Whereas, it was then and there by said Court
ordered, adjudged and decreed that the said Thomas
Russell & Olive J. Russell within five days from the 5th
day of December A. D. 1893, pay unto the said The Michigan
Mutual Life Insurance Company the sum of fourteen
hundred ²⁴/₁₀₀ twenty-four ⁷⁰/₁₀₀ dollars with interest at 10 per
cent. from the 5th day of December 1893 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
plaintiff's petition, &c.

And Whereas, after the five days aforesaid have
fully expired, and the said sum of fourteen hundred ²⁴/₁₀₀
twenty-four ⁷⁰/₁₀₀ dollars and costs aforesaid, had not been
paid, or any part thereof, as appeared to us of record,
then in accordance with said order of the Court an
order of sale issued out of this Court, on the 13th day of

6537

December A. D. 1893, under which the following lands and tenements were appraised, advertised and offered for sale, to wit: "All those certain pieces or parcels of land situate in the Township of York, County of Union, and State of Ohio, known and described as follows to wit: Part of Virginia Military Survey No. 5290.

Beginning at a stone in the south-east corner of said Survey and running thence with the easterly line of said Survey north ten $\frac{3}{4}$ (10 $\frac{3}{4}$) degrees, east seventy-one $\frac{3}{4}$ (71 $\frac{3}{4}$) poles to a stake and stone; thence north seventy-nine $\frac{3}{4}$ (79 $\frac{3}{4}$) degrees west one hundred ten $\frac{3}{4}$ (110 $\frac{3}{4}$) poles to a stake and stone; thence south nine (9) degrees west sixty-five $\frac{3}{4}$ (65 $\frac{3}{4}$) poles to a stone in the south line of said Survey; thence with said Survey line south seventy-six $\frac{1}{2}$ (76 $\frac{1}{2}$) degrees east one hundred nine (109) poles to the place of beginning, containing forty-six $\frac{3}{4}$ (46 $\frac{3}{4}$) acres.

Also a lot of six (6) acres in said Survey commencing at a stone in the north-west corner of Eliza J. Sigler's land and in the line of Thomas Russell's land; thence with Russell's line north (9) nine degrees east nineteen $\frac{2}{100}$ (19 $\frac{2}{100}$) poles to a stone and pieces of bricks corner to W. E. Flickinger's land; thence with his line south seventy-nine $\frac{3}{4}$ (79 $\frac{3}{4}$) degrees, east fifty $\frac{4}{100}$ (50 $\frac{4}{100}$) poles to a stone and bricks in E. J. Sigler's line; thence with Sigler's line north seventy-nine $\frac{3}{4}$ (79 $\frac{3}{4}$) degrees west fifty (50) poles to the place of beginning.

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 appraisal had under the said former order of sale, to wit: \$1535. ²⁵ 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 (Seal) 30th day of January A. D. 1894.

R. M. Crony, Clerk.

And on the 3rd day of March A. D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | |
|-------------------|-----|
| Notice to Ptr. | 25 |
| Affidavit to Ptr. | 25 |
| Writing Notice | 25 |
| Return | 25 |
| Total | 100 |
| Printers fees | 20 |

The State of Ohio, Union County, ss: Sheriff's Return. In obedience to the command of the Order of Sale hereto annexed, I did on the 30th day of January 1894 cause to be advertised in the Marysville Tribune (a newspaper

Sheriff's Return

6537

printed County sale, to wit: The 3rd day of March 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows: Sheriff's Return. In obedience to the command of the Order of Sale hereto annexed, I did on the 30th day of January 1894 cause to be advertised in the Marysville Tribune (a newspaper

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printed and published and of general circulation in said County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 3rd day of March A.D. 1894, 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: 5 consecutive weeks, and in pursuance to said notice, I did on said 3rd day of March A.D. 1894, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House. And then and there came J. B. Griffith as agent for The Michigan Mutual Life Insurance Company who bid for the same the sum of ten hundred and ninety $\frac{3}{4}$ $\frac{27}{100}$ dollars, and said sum being more than two-thirds of the appraised value thereof, and said J. B. Griffith as agent 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 ten hundred and ninety $\frac{3}{4}$ $\frac{27}{100}$ dollars (1090. $\frac{27}{100}$)

Wm. S. Snodgrass, Sheriff.

Proof of Publication

The Michigan Mutual Life Insurance Company

Sheriff's Sale. On Order of Sale.

vs. Thomas Russell et al

65-37

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 3rd, 1894, at or about the hour of One o'clock P. M. on said day, the following described real estate, to wit:

All those certain pieces or parcels of land situate in the Township of York, County of Union and State of Ohio, known and described as follows, to wit: Part of Virginia Military Survey N^o 5290. Beginning at a stone in the south-east corner of said Survey and running thence with the easterly line of said Survey north $(10^{\frac{1}{2}})$ ten $\frac{3}{4}$ one-fourth degrees, east seventy-one $\frac{3}{4}$ thirty-six-one hundredths $(71^{\frac{36}{100}})$ poles to a stake and stone; thence north seventy-nine $\frac{3}{4}$ three-fourths $(79^{\frac{3}{4}})$ degrees west one hundred and ten and forty-three one hundredths $(110^{\frac{43}{100}})$ poles to a stake and stone; thence south nine (9) degrees west sixty-five and ninety-six one hundredths $(65^{\frac{96}{100}})$ poles to a stone in the south line of said Survey; thence with said Survey line south seventy-six and one-half $(76^{\frac{1}{2}})$ degrees, east one hundred and nine (109) poles to the place of beginning, containing forty-six $\frac{3}{4}$ fifty-four one hundredth $(46^{\frac{54}{100}})$ acres.

Also a lot of six (6) acres in said Survey commencing at a stone in the north-west corner of Eliza J. Sigler's land and in the line of Thomas Russell's land; thence with

Russell's line N. nine (9) degrees, east nineteen and twenty one hundredth ($19\frac{21}{100}$) poles to a stone and pieces of brick corner to W. B. Flickinger's land: thence with his line south seventy-nine $\frac{3}{4}$ three-fourths ($79\frac{3}{4}$) degrees, east fifty and forty one hundredths poles to a stone and bricks in C. J. Sigler's line: thence with Sigler's line north seventy-nine and three-fourths ($79\frac{3}{4}$) degrees west fifty (50) poles to the place of beginning.

First described tract appraised at \$30⁰⁰ per acre.

Second described tract appraised at \$23³³ per acre.

Terms of Sale, Cash.

Wm. G. Snodgrass, Sheriff.

The State of Ohio,

Union County, Ohio.

Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the 'Marysville Tribune,' a newspaper of general circulation in the County of Union, the first publication beginning with January 31st, 1894.

W. O. Shearer.

Sworn to and subscribed before me, this 5th day of March 1894. (Seal) R. M. Croory, Clerk.

Afterward, on the 20th day of March A. D. 1894, an Entry was made on the Journal by the Clerk of said Court.

The Michigan Mutual Life Insurance Company vs.

Journal 16, Page 535-

Thomas Russell et al

Entry

6537

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 the Court, it is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser, The Michigan Mutual Life Insurance Company, by deed, according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lienholders in said premises for the protection of his title, and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgages herein sued on to be entered on the records thereof, in the office of the Recorder of Union County, Ohio.

And the Court coming now to distribute the proceeds of said sale, amounting to ten hundred and ninety $\frac{27}{100}$ ($1090\frac{27}{100}$) dollars, it is ordered that the Sheriff out

Petition
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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 \$7.²⁵
 Secondly: The costs of this action, taxed at \$91.⁰⁰.
 Thirdly: to The Michigan Mutual Life Insurance Company, the balance of the said money remaining in his hands, to wit, the sum of \$991.³³ to be applied as a credit upon plaintiff's judgment against the defendant Thomas Russell. And there still remaining due to the Michigan Mutual Life Insurance Company the sum of \$475.⁰⁰, it is considered that the plaintiff recover the same from the defendant Thomas Russell, and execution is awarded therefor.

Attest
 R M Gray
 Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to wit, on the 11th day of September in the year of our Lord one thousand eight hundred and ninety-three.

Be it remembered that, heretofore, to wit, on the 28th day of March A. D. 1893, M^{rs} Cune, Louis & Griswold filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Isaac F. Gates et al. M^{rs} Cune, Louis & Griswold, Plaintiff

Petition
 6032

vs
 Isaac F. Gates, Carrie D. Gates, the unknown heirs of Leander Gates, the unknown heirs of Seth Gates et al

Court of
 Common Pleas,
 Union County, Ohio.

The plaintiff is a partnership holding property in the State of Ohio. The plaintiffs say that at the September Term of this Court 1883, to wit, on the 28th day of December 1883, by the consideration of this Court they duly recovered a judgment against one Seth Gates for the sum of \$250.⁰⁰ debts and \$5.⁰⁰ cost: that on the 6th of November 1884 said plaintiff caused an execution to be issued on said judgment to the Sheriff of Union County, Ohio, who on the 28th of December 1884 returned the same as levied on 16 1/4 acres of land in said County of Union the property of said Gates, for want of goods and chattels whereon to levy: that on the 8th of January 1885 the plaintiff caused a vendi exponas to

be issued to said Sheriff in obedience to the command of which he cause $4\frac{3}{4}$ acres of said land to be appraised, advertised and sold leaving $11\frac{1}{4}$ acres remaining of said tract as shown by the return of said Sheriff on said writ. October 22nd, 1888, the plaintiff caused the Clerk of this Court to issue an execution on said judgment to the Sheriff of said County which was returned by order of plaintiff's attorney.

February 19th, 1889, the plaintiff caused a writ of Vendi Exponas to be issued by the Clerk of this Court to the Sheriff of said County, who in obedience to the command of said writ proceeded to appraise and advertise said property according to law and was about to sell the same when enjoined from further proceeding by the order of this Court, at the suit of Philina Gates who was the widow of said Seth Gates and as such claimed said property as a homestead and therefore exempt from execution, exempt from sale under execution.

The said Seth Gates departed this life intestate on the 28th day of February 1886 leaving the said Philina Gates his widow, who has since deceased and the following persons his children and heirs at law, to whom said land descended, to wit: Isaac F. Gates the children and heirs of Leander Gates, deceased and other heirs of said Seth Gates, deceased all of whose names and residences are unknown to plaintiff.

The plaintiff's say that by virtue of the writs issued as aforesaid they had a lien on said $11\frac{1}{4}$ acres of land at the time of the death of said Seth Gates and that it descended to his heirs subject to said lien and that said $11\frac{1}{4}$ acres is bounded and described as follows: "Situated in Taylor Township, Union County Ohio, and beginning at a stake in the east line of land belonging to the heirs of Thomas C. Lockwood, deceased; thence with the east line of the Thomas C. Lockwood land to the center of the Bellfontaine and Delaware road; thence with the center of said road N. 72° E. to the west line of the Town Plat N. 16 $\frac{1}{2}$ ° W. to the north west corner to said Town Plat of Union Centre; thence with the west line of said Town Plat N. 16 $\frac{1}{2}$ ° W. to the north west corner to said Town Plat; thence N. 72° E. with the north line of said Town Plat to the center of the Mansville and Kenton road; thence with the center of said road N. 16° W. to a stone to the south-east corner of John Yarrington's land; thence S. 72° W. 86 $\frac{7}{10}$ poles to the place of beginning containing fifty-three acres, more or less excepting therefrom 37 acres of land heretofore conveyed off the south end of said land to J. F. Gates, also $2\frac{1}{2}$ acres to J. N. Collins off the south-east side of said tract, also $4\frac{3}{4}$ acres conveyed to George W. Hull by Marrow Hopkins

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Sheriff of Union County, March 14th, 1885.

Plaintiffs say there is due them on said judgment a copy of which is hereto attached the sum of \$250⁰⁰ with interest thereon at 6% per annum from December 28th, 1883 subject to a credit of \$103.⁰⁰ on the 27th day of September 1887 and of costs that have accrued since said judgment the sum of \$59.¹³ with interest from Nov. 9th, 1893 and that there are no other credits thereon except as stated. That said Carrie D. Gates claims some interest in said property.

Wherefore the plaintiffs ask that said judgment in the sum of \$240.⁰⁰ may be revived and declared a lien upon said premises with interest at 6% from the 27th day of September 1887 and \$59.¹³ costs with interest from March 9th, 1893; that said Carrie D. Gates may be enjoined from disposing of or encumbering property and for all other and further relief to which they may be entitled either in law or equity.

Cole & Bales, Attorneys for Plaintiff.

State of Ohio.

Union County ss:

Edward B. Cole being first duly sworn according to law says that he is one of the Attorneys of the plaintiff, that said plaintiffs are absent from and non residents of Union County, Ohio, and that the facts stated and allegations contained in the foregoing petition are true as he believes.

Edward B. Cole,

Sworn to and subscribed before me this 28th day of March 1894. (Seal) R. M. C. Long, Clerk of Court.

M^{rs} Cune, Louis & Griswold }
N^o 4379.

Seth Gates

Now comes the said M^{rs} Cune, Louis and Griswold and the said Seth Gates having failed to demur or answer to the petition of the said M^{rs} Cune, Louis & Griswold, it is considered that the said M^{rs} Cune, Louis & Griswold ought to recover the said sum of \$268.⁴⁷ so demanded in their petition together with the sum of \$12.²⁵ which the Court finds due as the interest thereon (computed to the 28th day of December 1883), as prayed for in said petition. It is therefore considered that the said M^{rs} Cune, Louis & Griswold recover against the said Seth Gates the said sum of \$280.⁰⁰ at 6% interest from the 28th day of December 1883 together with their costs in and about their suit in this behalf expended taxed to \$---

Afterward, on the 5th day of April A. D. 1893, a motion was filed with the Clerk of said Court, to wit:

motion M^r: Curre, Louis ³/₄ Griswold
vs.
6532 Isaac F. Gates, Ernest Gates
Walter Gates, Rosa Gates ³/₄
the unknown heirs of
Seth Gates, deceased.

Court of Common Pleas,
Union County, Ohio.

Now comes the plaintiff, M^r: Curre, Louis ³/₄ Griswold,
and says that Ernest Gates, Walter Gates and Rosa
Gates are the only children and heirs-at-law of Leonard
Gates, deceased, and that they are necessary parties to
the determination of this suit and moves the Court for
an order requiring them to be brought in by proper service.

Cole ³/₄ Bales, Attorneys for Plaintiff.

Afterward, on the 5th day of April A. D. 1893, an
Entry was made on the Journal by the Clerk of said Court
M^r: Curre, Louis ³/₄ Griswold

Journal 16, Page 357.

vs.
Isaac F. Gates et al

It appearing to the Court that Ernest Gates, Walter
Gates and Rosa Gates are necessary parties to the controversy
in this case for the reason that they are the only heirs of
Leonard Gates, deceased, and as such have an undivided
one third interest in the land described in the petition,
the said Ernest Gates, Walter Gates and Rosa Gates
are therefore on motion made parties defendant hereto
and it is ordered that process issue for them.

Crucifix

To the Clerk:

Issue Summons in the above entitled case to
Isaac F. Gates to Sheriff of Marion County, Ohio, and to
Rosa Gates to Sheriff of Union County, Ohio, endorse:
Revisor of Judgment, Amount claimed \$240.⁰⁰ with inter-
est from September 27th, 1877 ³/₄ \$59¹³/₁₀₀ with interest from
March 9th, 1893.
Cole ³/₄ Bales, Attorney for Plaintiff

Summons

6532 Afterward, on the 8th day of April A. D. 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 Isaac F.
Gates and Carrie D. Gates that they have been sued by
M^r: Curre, Louis ³/₄ Griswold in the Court of Common Pleas
of Union County, and must answer by the 6th day of May
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 17th day of April A. D. 1893.

(Seal) Witness my hand and the seal of said Court, this
8th day of April A. D. 1893.
A. M^r: Leroy, Clerk.

Endor
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Sheriff's
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Endorsed: "In action for Revivor of Judgment. Amount claimed \$ 240.⁰⁰ with interest from September 27th, 1877 and \$59.¹³ with interest from March 9th, 1893."

Sheriff's Return

And on the 17th 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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|-------------|--------|
| Ser. Return | 43 |
| Ad. Ofrs. | 15 |
| Milage | 32 |
| Copy | 36 |
| Total | \$ 126 |

The State of Ohio | Sheriff's Return.
Marion County

Received this writ April 10th A. D. 1893 at 10 o'clock A. M. and served same by delivering a true and certified copy of the summons with the endorsements thereon to the within named Isaac F. Gates personally and by leaving a copy as aforesaid at the usual place of residence of Carrie D. Stivings formerly Carrie D. Gates April 12th, 1893.

S. B. Rice, Sheriff.

Afterward, on the 8th day of April A. D. 1893, 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 Rosa Gates that she has been sued by M^{rs}. Carrie Louis Alsriswold in the Court of Common Pleas of Union County, and must answer by the 6th day of May 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 17th day of April A. D. 1893.

Witness my hand and the Seal of said Court,
(Seal) this 8th day of April A. D. 1893.

A. M^{rs}. Brown, Clerk.

Endorsed: "In action for Revivor of Judgment. Amount claimed \$ 240.⁰⁰ with interest from September 27th, 1877 and \$59.¹³ with interest from March 9th, 1893."

Sheriff's Return

And on the 11th 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 | 50 |
| Milage | 16 |
| Copy | 15 |
| Total | \$ 81 |

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

Received this Writ April 8th, A. D. 1893, at 2 o'clock P. M. and served same by delivering a certified copy of this writ with the endorsements thereon to the within named Rosa Gates personally on the 10th day of April 1893.

W^m S. Snodgrass.

Afterward, on the 11th day of April A. D. 1893, an Entry was made on the Journal by the Clerk of said Court to wit:

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M^{rs} Anne, Lewis & Griswold
vs.

Journal 16, Page 360.

Isaac F. Gates et al

Motion of the said M^{rs} Anne, Lewis & Griswold
by their Attorney

Afterward, on the 17th day of April A. D. 1893, an Amended
and Supplemental Petition was filed with the Clerk of Court:

M^{rs} Anne, Lewis & Griswold, Plaintiff

Court of Common Pleas,

Union County, Ohio.

Amended
Petition

vs.
Isaac F. Gates, Anna Beckley,
Ernest Gates, Walter Gates, Rosa B.
Gates, Rosa B. Gates, Admrs. of the
Estate of Seth Gates, Decd. Defendant

6532

Now comes the said plaintiff, leave of Court having
first been obtained, and files this their amended petition
and says that they are a partnership holding property
in the State of Ohio.

The plaintiffs say that the
September Term of this Court, to wit, on the 28th day of
December 1883, by the consideration of this Court they duly
received a judgment against one Seth Gates for the sum
of \$280⁰⁰ debt and \$5³⁷ costs; that on the 6th day of
November 1884 said plaintiff caused an execution to be issued
on said judgment to the Sheriff of Union County, Ohio,
who on the 28th day of December 1884 returned the same
as levied on 16³/₄ acres of land in said County of Union
the property of said Gates, for want of goods and chattels
whereon to levy; that on the 8th of January 1885 the plaintiff
caused a vendi exponas to be issued to said Sheriff in obed-
ience to the command of which he caused 4³/₄ acres of said
land to be appraised, advertised and sold to one George Hull
but said Hull never paid the Sheriff for the same and
said sale was never confirmed nor deed executed and the
land remains a part of the estate of said Seth Gates.

October 22nd, 1888 the plaintiff caused the Clerk of this
Court to issue an execution on said judgment to the Sheriff
of said County which was returned by order of plaintiff's
Attorney.

February 19th, 1889 the plaintiff caused a
writ of vendi exponas to be issued by the Clerk of this Court
to the Sheriff of Union County who in obedience to the com-
mand of said writ proceeded to appraise and advertise to
said property according to law and was about to sell

the same when enjoined from further proceeding by the
order of this Court at the suit of Philena Gates who was
the widow of said Seth Gates and as such claimed said
property as a homestead and therefore exempt from sale
under execution.

The said Seth Gates departed this
life intestate on the 28th day of February 1886 leaving the
said Philena Gates his widow who has since died and
the following persons his children and heirs at law to
whom said land descended, to wit: Isaac F. Gates, Anna

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Beckley, Ernest Gates, Walter Gates, Rosa B. Gates and that the said Rosa B. Gates was duly appointed and qualified as the Administratrix of the estate of said Seth Gates by the Probate Court of Union County Ohio on the 17th of April 1893.

The plaintiffs say that by virtue of the judgment and writs issued thereon as aforesaid they had a lien on said 16 1/2 acres of land at the time of the death of said Seth Gates and that it descended to his heirs subject to said lien and that said 16 1/2 acres is bounded and described as follows: Situated in Taylor Township, Union County, Ohio, and beginning at a stake with the east line of land belonging to the heirs of Thomas E. Lockwood, deceased; thence with the east line of said Thomas E. Lockwood 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 Town Plat of Union Centre; thence with the west line of said Town Plat N. 16 1/2° N. to the north-west corner to said Town Plat; thence N. 72° E. with the north line of said Town Plat to the center of the Marysville and Denton road; thence with the center of said road N. 16° N. to a stone to the south-east corner of John Yarrington's land; thence S. 72° N. 86 7/10 poles to the place of beginning containing fifty-three acres more or less, excepting therefrom 37 acres of land heretofore conveyed off of the south end of said land to J. F. Gates, also 2 1/2 acres to J. N. Collins.

Plaintiffs say there is due them on said judgment a copy of which is hereto attached, the sum of \$280.⁹² with interest thereon at 6% per annum from December 28th, 1883 subject to a credit of \$103. on the 27th day of September 1887 and of costs that have accrued since said judgment the sum of \$59.¹³ which plaintiffs paid to the Clerk of this Court March 9th, 1893 and to which they are entitled with interest from March 9th, 1893, also \$15.⁵² which plaintiffs paid September 27th, 1887 to which they are entitled with interest from said date, and that there are no other credits thereon. Said Carrie D. Gates claims some interest in said land.

Wherefore the plaintiffs ask that said judgment in the sum of \$240.⁰⁰ may be revived and declared a lien on said premises, with interest at 6% from September 27th, 1887 and \$59.¹³ costs with interest from March 9th, 1893 and \$15.⁵² costs with interest from September 27th, 1887, and for all other and further relief to which they may be entitled in law or equity.

Cole & Bales, Attorney for Plaintiff.

State of Ohio,
Union County, ss.

Edward D. Cole being first duly sworn according to law says he is one of the Attorneys for the plaintiff; that

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said plaintiffs are absent from and non residents of Union County Ohio and that the facts stated and allegations in the foregoing pleading are true as he believes.

Edward B. Cole.

Sworn to and subscribed before me this 17th day of April 1893. Seal R. M. Crony, Clerk of Court

M^r: Cune, Louis & Griswold

vs.

Seth Gates

N^o: 4379.

Now comes the said M^r: Cune, Louis & Griswold & the said Seth Gates having failed to answer or demur to the petition of the said M^r: Cune, Louis & Griswold it is considered that the said M^r: Cune, Louis & Griswold ought to recover the said sum of \$267.⁷⁷ as demanded in their petition together with the sum of \$12.⁰⁵ which the Court finds due as the interest thereon (computed to the 25th day of December 1883) as prayed for in said petition it is therefore considered that the said M^r: Cune, Louis & Griswold recover against the said Seth Gates the said sum of \$280.⁵² and 6% interest from the 25th day of December 1883 together with their costs in and about their suit in this behalf expended taxed to \$ - -

April 17th, 1893. We hereby waive the issuing and service of summons and enter our appearance to the within action.

J. M. Kennedy,

Attorney for Defendants

Walter Gates,

Afterward, on the 24th day of April, A. D. 1893, an Answer & Cross Petition was filed with the Clerk of said Court, to-wit: M^r: Cune, Louis & Griswold, Plaintiff

vs.

Isaac F. Gates, Carrie D. Gates
the unknown heirs of Leander Gates
the unknown heirs of Seth Gates

Court of Common Pleas

Union County, Ohio.

Defendants

Answer

& Cross Petition

65-32

The defendant Isaac F. Gates says for answer to the plaintiffs petition - 1st. That he denies that the plaintiff is entitled to \$280.⁵² debt and costs and says that on March 14th, 1885 by virtue of vendi exponas issued to the Sheriff of Union County Ohio in the case of M^r: Cune Louis & Griswold vs. Seth Gates N^o: 4379, there was sold of the original tract of 16¹/₄ acres 4³/₄ acres of said land for fifty dollars per acre making the sum of \$237.⁵⁰ which should have been accredited on said lands less \$37.⁵⁰ leaving a balance due at that time of \$98.⁰⁰. That afterward on the 27th day of September A. D. 1887 there was paid to said plaintiff the further sum of \$103 to be applied on said judgment less \$15.⁷⁵ costs then due on execution & otherwise leaving a balance due on the 27th day of September

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1887 of twenty $\frac{3}{4}$ $\frac{11}{100}$ dollars with its interest making a balance due now of \$26.⁷⁴ and no more.

Defendants further answering says that all costs arising out of the vendi exponas of February 19th, 1889 caused by plaintiff as well as the costs of the case of Philena Bates vs. said defendants in injunction in this Court should be taxed to and paid by the plaintiffs. And he therefore asks that said costs be so taxed and paid and he therefore denies each and every item thereof.

Said defendant Isaac. Bates by way of cross-petition says that he is the owner of a tax claim against said $11\frac{1}{2}$ acres of land described in plaintiff's petition as follows, to wit: In certificate of sale of said land by the Auditor of Union County January 21st, 1890 twenty five $\frac{3}{4}$ $\frac{29}{100}$ and penalties amounting to \$32.²³ November 25th, 1890.

That he has paid the tax on said lands since November 22nd, 1890 the sum of fifteen $\frac{3}{4}$ $\frac{66}{100}$ dollars tax upon said real estate for which he is entitled to recover the sum of fifty-three $\frac{3}{4}$ $\frac{48}{100}$ which he asks that the same may be made a lien on said real estate and if the same be sold that he recover of said sum the said sum of fifty-three $\frac{3}{4}$ $\frac{48}{100}$ dollars with interest therefrom 24th day of April A. D. 1893.

Plaintiff there prays that the credit of \$237.⁵⁷ of the date of March 14th, 1885 and the credit of \$103. of September 27th, 1887 be credited upon said debts and that the costs taxed in the vendi exponas of date of February 19th, 1889 and the costs taxed in the case of Philena Bates vs. Wm. Cune, Louis $\frac{3}{4}$ Isiswold in injunction in this Court n^o. - be adjudged against said plaintiff and that he be allowed his said claim of \$53.⁴⁵ with its interest and for all proper relief in the premises.

J. M. Kennedy, Attorney for Defendant Isaac F. Bates.

State of Ohio,
Union County, ss;

Isaac F. Bates being first duly sworn says the facts and allegations of the foregoing answer are as he believes true.

Isaac F. Bates.

Sworn to and subscribed by the said Isaac F. Bates before me this the 24th day of April A. D. 1893.

R. Mileroy, Clerk.

By W. M. Winger, Deputy.

(Seal)

Procipe To the Clerk:

Issue Summons to Sheriff of Calhoun County Iowa, for the defendants Anna Beckley and Ernest Bates endorse "action to revive judgment, amount claimed \$240.⁶⁶ with interest from September 27th, 1887 $\frac{3}{4}$ $\frac{13}{100}$ with interest

from March 9th, 1893, returnable according to law.
Filed Apr. 17th, 1893. Cole ³⁴ Bales, Attorney for Plaintiff.

Afterward, on the 2nd day of May A. D. 1893, a
Summons was issued by the Clerk of said Court, to wit:

Summons

The State of Ohio
Union County To the Sheriff of Union County:
You are hereby commanded to notify Ernest Gates
and Anna Beckley (impleaded with others) that they
have been sued by W^m Cunn, Louis ³⁴ Griswold in the
Court of Common Pleas of Union County, and must ans-
wer by the 3rd day of June A. D. 1893, or the petition of the
said plaintiff will be taken as true, and judgment ren-
dered accordingly.

6532

You will make due return of this Summons on
the 15th day of May A. D. 1893.

Witness my hand and the Seal of said Court,
(Seal) This 2nd day of May A. D. 1893.

R. W. Leroy, Clerk.

Endorsed: "In action for Revisor of Judgment, amount
claimed \$ 240⁰⁰ with interest from September 27th 1887 ³⁴ on
\$ 59¹³ with interest from March 9th, 1893.

Sheriff's
Return

And on the 16th day of May A. D. 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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| Ser. ³⁴ Return | 75 |
| Mileage | 3 00 |
| Copy | 60 |
| Total | 7 35 |

The State of Iowa
Calhoun County Sheriff's Return.

Received this writ May 4th, A. D. 1893, at
7 o'clock P. M. and served same by reading
this writ to Anna Beckley and Ernest Gates in Center
Township, Calhoun County, Iowa, on the 9th day of May
1893, and at the same time delivering to and leaving with
each of them a true copy of the same.

J. M. Stewart, Sheriff of
Calhoun County Iowa

Subscribed and sworn to before me this 10th day of
May 1893. (Seal) Geo. B. Brown, Clerk Dist. Court.

Reply

May 13th, A. D. 1893, a Reply was filed with the Clerk
of said Court, to wit:

W^m Cunn, Louis ³⁴ Griswold, Plaintiff
vs. Isaac F. Gates et al, Defendants
Court of Common Pleas
Union County, Ohio.

6532

The plaintiffs for reply to the answer of Isaac F. Gates
say that they admit that there was a credit on their
judgment of \$103. of date September 27th, 1887, and they same
is stated in the petition and due credit given therefor
and they deny all the other allegations in the said
answer and ask that the same judgment and relief

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be given them as prayed for in the petition.
Cole & Bales, Attorney for Plaintiff.

State of Ohio,
Union County, ss:

Edward B. Cole, being first duly sworn according to law says that he is one of the Attorneys of the plaintiffs duly authorized herein, and that said plaintiffs are absent from and non residents of Union County and that the facts stated and allegations in the foregoing reply are true as he believes.

Edward B. Cole,
Sworn to and subscribed before me this 13th day of May 1893. (Seal) R. M. Croy, Clerk of Court.

To the Clerk:

Issue Summons for the Administratrix of the estate of Seth Gates, named Rosa B. Gates June 17th, 1893. Edward B. Cole, Attorney.

Afterward, on the 23rd day of June A. D. 1893 a Summons was issued by the clerk of said Court, to wit:

The State of Ohio,
Union County

To the Sheriff of Union County:

Summons

6532

You are hereby commanded to notify Rosa B. Gates, Executrix of the estate of Seth Gates et al (impleaded with others) that she has been sued by W^m C. Cune, Lewis & Griswold in the Court of Common Pleas of Union County, and must answer by the 22nd day of July 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 3rd day of July A. D. 1893

Witness my hand and the Seal of said Court, this (Seal) 23rd day of June A. D. 1893. R. M. Croy, Clerk.

Endorsed: "In action for Revivor of Judgment. Amount \$240⁰⁰ Int. from September 27th, 1887 and \$15.⁰⁰ at 6% from September 27th, 1887, ^{3/4} \$59¹³ with 6% from March 9th, 1893

Sheriff's Return

And on the 24th day of June A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which returns as follows:

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|----------------------------|-------|
| Ser. ^{3/4} Return | 50 |
| Mileage | 16 |
| Copy | 15 |
| Total | \$ 81 |

The State of Ohio,

Union County

Sheriff's Return.

Received this writ June 24th, A. D. 1893, at 9 o'clock A. M. and served same by delivering a true copy with the endorsements thereon to the within named Rosa B. Gates by leaving a copy at her usual place of residence on the 24th day of June 1893. W^m S. Snodgrass, Sheriff.

Motion

Afterward, on the 18th day of July A. D. 1893, a Motion was filed with the Clerk of said Court, to wit:
 M^{rs} Come, Louis^{es} & Griswold | Court of Common Pleas, Union County, Ohio.

6532

vs. Isaac F. Gates et al.
 Now comes Rosa B. Gates, and for her motion only and not to enter her appearance moves the Court to set aside the service of summons in this action made on the --- day of --- A. D. 1893 by W^m G. Snodgrass, Sheriff of said County for the reason that she is described as Executrix in said summons, when as per the fact she is the duly appointed and legally qualified Administratrix of the estate of Seth Gates, deceased,
 Rosa B. Gates
 By N. N. Merchant her Attorney.

Summons

Afterward, on the 2nd day of September A. D. 1893, a Summons was issued by the Clerk of said Court, to wit:
 The State of Ohio, | Union County | To the Sheriff of Union County;

6532

You are hereby commanded to notify Rosa B. Gates Administratrix of the estate of Seth Gates, deceased (impleaded with others) that she has been sued by M^{rs} Come, Louis^{es} & Griswold in the Court of Common Pleas of Union County, and must answer by the 30th day of September 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 11th day of September A. D. 1893.

Witness my hand and the Seal of said Court, this (Seal) 2nd day of September, A. D. 1893,
 R. W. Croxy, Clerk.

Endorsed: In action for Revivor of Judgment.

Sheriff's Return

And on the 7th day of September A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which returns is as follows:

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|-------------|-------|
| Ser. Return | 50 |
| Mileage | 16 |
| Copy | 15 |
| Total | \$ 81 |

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

Received this writ September 4th, A. D. 1893 at 10 o'clock A. M. and served same by delivering a certified copy of this writ with the endorsements thereon to the within named Rosa B. Gates personally on the 5th day of September 1893,
 W^m G. Snodgrass, Sheriff.

Entry

Afterward, on the 21st day of September A. D. 1893, an Entry was made on the Journal by the Clerk of said Court,
 M^{rs} Come, Louis^{es} & Griswold | Isaac F. Gates et al. | Journal 16, Page 441.

This cause now coming on for hearing on the petition for a revival of the judgment rendered in case numbered 4379 in this Court wherein M^{rs}. Eunice Lewis & Griswold were plaintiffs and Seth Gates defendant for the sum of \$280.⁵² & costs of suit, and the answer of J. F. Gates. And it being shown to the Court that said judgment is still unsatisfied in part, and that remains unpaid thereon the sum of \$240.⁴¹ with interest from September 27th, 1887, and \$15.⁵² costs paid by the said plaintiff September 27th, 1887, and \$39.¹³ costs paid by the said plaintiffs March 9th, 1893, and the defendant has died since its rendition, and that said Rosa B. Gates is the duly appointed and qualified Administratrix of the estate of said Seth Gates deceased, and that she has been duly served with summons herein and consent that said judgment shall be revived and all the other defendants having been duly served with summons or entered their appearance to this action and all being in default for answer or demurrer except the defendant J. F. Gates who has filed answer herein, and no sufficient cause being shown to the contrary, it is therefore ordered that the said Rosa B. Gates as administratrix as aforesaid be and she hereby is made party defendant to the judgment aforesaid and execution is awarded against her, and it is ordered that she pay the costs of this action and as to the other relief asked in the petition and amended petition the same is reserved for further order of the Court and the said J. F. Gates has leave to file an amended answer.

Attest
 R. M. Loring
 Clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price Judge of said Court, of the Term of November, to wit, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 30th day of August A. D. 1890, J. L. Jolliff, Administrator filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Richard Hoskins.

James L. Jolliff, Administrator
of the Estate of Henry C.
Hoskins, Deceased, Plaintiff

Petition

vs.

Richard Hoskins, Ollie T. Hoskins,
Curdy H. Hoskins, W. M. Ayers,
C. D. Pitts, Minor Harrod, Bank of
Richwood, Richwood Deposit Bank,
Robinson & Robinson, Defendants.

605-2

Court of Common Pleas,
Union County, Ohio.

The said plaintiff James L. Jolliff says he is the duly appointed and qualified Administrator April 5th, 1888 of the estate of Henry C. Hoskins late of the County of Union and State of Ohio, deceased, a copy of his letters of administration is hereto attached marked "A"; that said Henry C. Hoskins departed this life on or about the 28th day of March 1888 seized in fee simple of the following lands and tenements, situated in said County of Union and State of Ohio, and described as follows: "Part of Virginia Military Survey n^o 3696, Leesburg Township, Union County, Ohio.

Beginning at A. H. Thompson's south-east corner and Mrs. Black's south-west corner; thence north on Mrs. Black's line to a stone on the north side of a thoroughfare running east through Mrs. Black's farm; thence west on a straight line to a stone on each side of Booker's Creek near a large sycamore root and log in said Creek; thence easterly with the meanderings of Creek to place of beginning and containing two acres more or less.

And part of the above consideration is that said Hoskins binds himself, his heirs and assigns forever to keep up the line fence between himself and A. H. Thompson as part of the above contract.

Also the following lots in the Village of Magnetic Springs as shown by the recorded plats thereof lots 109 in H. C. Hoskins 1st Addition to village of Magnetic Springs, Union County, Ohio, and 127, 128, and 140 in H. C. Hoskins 2nd Addition to the Village of Magnetic Springs said County & State, except a strip 36 feet wide on north end and 38 at south end of lot n^o 140 off of the

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west side of said lot.

The plaintiff further says that said deceased left as his sole heirs at law the defendants Richard Hoskins, Ollie M. Hoskins and Paddy B. Hoskins who are all infants under the age of fourteen years except Richard Hoskins and Ollie M. Hoskins and who have no legally appointed guardians.

The widow of said Henry C. Hoskins died on or about the 4th day of April 1888.

The plaintiff further says that the amount of debts due from the said Henry C. Hoskins deceased as nearly as they can be ascertained is \$1800.⁰⁰ and the charges of administration is about \$50.⁰⁰ and the value of his personal estate and effects is about \$1000. and that the personal estate and effects of the deceased in the hands of the plaintiff as such Administrator will be insufficient to pay all the debts of the deceased and the charges of administering said estate.

The plaintiff also says that the defendant minor Harrod has or claims some interest in the two acres aboved described and is in possession thereof and the said W. M. Ayers and C. D. Pitts have or claim some interest in or lien upon said premises; also The Bank of Richwood, Richwood Deposit Bank, Robinson & Robinson, W. M. Ayers, have or claim some interest in or lien on said premises, and asks that they be made parties hereto and required to answer and set up any interest they may claim therein.

Wherefore the plaintiff as such administrator asks for authority to sell said real estate of said decedent and for all proper relief.

Cole & Bales,

Attorney for Plaintiff.

State of Ohio
Union County, ss:

James B. Jolliff being first duly sworn according to law says he is the plaintiff in the foregoing petition and that the facts stated and allegations contained therein are true as he believes.

J. B. Jolliff.

Sworn to and inscribed before me this 30th day of August 1890. (Seal) R. M. Leroy, Clerk.

Waiver

We do hereby waive the issuing and service of Summons and enter our appearance herein this 30th day of July 1891.

James Butler, Pres. of Bank of Richwood
W. H. Conkright President of
Richwood Deposit Bank.
Robinson & Robinson by J. N. Robinson
W. M. Ayers, by John M. Brodrick
C. D. Pitts, by Robinson & Piper his Attorney

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Præcipe To the Clerk: Filed May 23^d, 1891
 Issue Summons to Sheriff of Allen County, Ohio,
 6052 Purdy R. Hoskins, P.O. Lima, Ohio, age 7 years ³/₄ lives with
 Phelix Harrod, Phelix Harrod, Minor Harrod, Richard
 Hoskins; and to Sheriff of Auglaize County, Ohio, for Olie
 T. Hoskins, P.O. Unioopolis, returnable according to law.
 Cole & Bales, Attorney for Plaintiff.

Summons Afterward, on the 23^d day of May A. D. 1891, a Sum-
 mons was issued by the Clerk of said Court, to wit:

6052 The State of Ohio,
 Union County ss: To the Sheriff of the County of Allen
 We command you to notify Purdy R. Hoskins, of Lima,
 Ohio, age 7 years, and lives with Phelix Harrod (impleaded
 with others) that he has been sued by James L. Jolliff
 in the Court of Common Pleas of Union County, and
 that unless he answer by the 20^d day of June A. D. 1891
 the petition of said plaintiffs against him filed in the
 Clerk's Office of said Court, such petition will be taken as
 true, and judgment rendered accordingly.

You will make due return of this Summons on the
 1st day of June A. D. 1891.

(Seal) Witness my hand and the seal of said Court, this
 23^d day of May A. D. 1891.
 R. M. Leroy, Clerk.

Endorsed: In action to sell land.

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

| | |
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| Service | 45 |
| Mileage | 1 60 |
| Copy | 48 |
| Return | 25 12 |
| Total | 2 78 |

The State of Ohio,
 Allen County, ss: Sheriff's Return.
 Received this writ May 27^d, A. D. 1891, at
 12 o'clock M. and pursuant to its command, on
 the 29^d day of May A. D. 1891, I served the same
 by handing a true copy thereof with the endorsement
 thereon to said Purdy R. Hoskins a minor under the
 age of fourteen years; and also by leaving a like copy of
 with Phelix Harrod with whom Purdy R. Hoskins lives.

L. O. Neill, Sheriff

By John Franks, Deputy.

Summons 6052 Afterward, on the 23^d day of May A. D. 1891, a
 summons was issued by the Clerk of said Court, to wit:
 The State of Ohio,
 Union County ss: To the Sheriff of the County of Allen:

We command you to notify Phelix Harrod, Minor
 Harrod & Richard Hoskins that they have been sued by
 James L. Jolliff in the Court of Common Pleas of Union
 County, and that unless they answer by the 20^d day of
 June A. D. 1891 the petition of said plaintiff against them
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bestaken as true, and judgment rendered accordingly.
You will make due return of this summons on
the 1st day of June A.D. 1891.

Witness my hand and the Seal of said Court,
this 23rd day of May A.D. 1891.
(Seal) R. M^r: Crony, Clerk.
Endorsed: In action to sell land."

Sheriff's
Return

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

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| 6052 | Service | 45 |
| | Mileage | 1 60 |
| | Copies | 3 72 |
| | Return | 25 |
| | Total | 3 02 |

The State of Ohio,
Allen County, ss: Sheriff's Return.
Received this writ May 27th A.D. 1891, at
12 o'clock M. and pursuant to its command, on
the 29th day of May A.D. 1891, I served the same
by handing a true copy thereof with the endorsements
thereon to said Phelix Harrod and Minor Harrod,
Defendant Richard Hoskins not found in Allen County
Ohio.
L.O. Neill, Sheriff
By John Franks, Deputy.

Summons

Afterward, on the 23rd day of May A.D. 1891, a
Summons was issued by the Clerk of said Court, to wit:

6052 The State of Ohio,
Union County, ss:

To the Sheriff of the County of Auglaize:
We command you to notify Ollie T. Hoskins
(impleaded with others) that she has been sued by
James L. Jolliff in the Court of Common Pleas of Union
County, and that unless she answer by the 20th day of
June A.D. 1891, the petition of said plaintiff against
her filed in the Clerk's Office of said Court, such pe-
tition will be taken as true, and judgment rendered
accordingly.

You will make due return of this summons on
the 1st day of June A.D. 1891.

Witness my hand and the Seal of said Court,
(Seal) this 23rd day of May A.D. 1891.
R. M^r: Crony, Clerk.

Endorsed: In action to sell land."

Sheriff's
Return

And on the 30th day of May A.D. 1891, the Sheriff of
said County returned said writ to the Clerk's Office
in said County which return is as follows:

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| 6052 | Service | 30 |
| | Mileage | 2 24 |
| | Copy | 30 |
| | Doc. Index & etc. | 30 |
| | Return | 30 |
| | Total | 3 44 |

The State of Ohio
Auglaize County, ss: Sheriff's Return.
Received this writ May 25th A.D. 1891, at 8
o'clock A.M. and pursuant to its command,
on the 29th day of May, A.D. 1891, I served the
same on the within named Ollie T. Hoskins
by leaving a certified copy of this writ at the usual place

of residence of the within named Ollie T. Hoskins with the endorsements thereon N. Shubert, Sheriff.

Afterward, on the 5th day of June A. D. 1891, a Summons was issued by the Clerk of said Court to wit:

The State of Ohio, Union County To the Sheriff of Auglaize County; you are hereby commanded to notify Richard Hoskins (impleaded with others) that he has been sued by James L. Jolliff Administrator of the estate of Henry C. Hoskins, deceased, in the Court of Common Pleas of Union County, and must answer by the 4th day of July A. D. 1891, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 15th day of June A. D. 1891.

Witness my hand and the Seal of said Court, (Seal) this 5th day of June A. D. 1891. R. M. Leroy, Clerk.

Endorsed: In action to sell land

Sheriff's Return

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

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| Ser ^y Return | 60 |
| Doc. Index. etc. | 30 |
| Mileage | 2 40 |
| Copy | 30 |
| Total | 3 60 |

The State of Ohio Auglaize County Sheriff's Return Received this writ June 8th A. D. 1891, at 8 o'clock A. M. and on the 9th day of June 1891, I served the same on the within named Richard Hoskins by leaving a certified copy of this writ at his usual place of residence with the endorsements thereon N. Shubert, Sheriff By Chas. W. Nichols, Deputy.

Entry

Afterward, on the 25th day of August A. D. 1891, an Entry was made on the Journal by the Clerk of said Court James L. Jolliff Admr. vs. Richard Hoskins et al Journal 13, Page 563.

6052

Now comes the defendant, Minor Harrod, and by leave of Court, files his answer and cross-petition herein.

Answer by cross Petition

Afterward, on the 25th day of August A. D. 1891, an Answer by Cross petition was filed with the Clerk of Court, James L. Jolliff Admr. of the Estate of Henry C. Hoskins, Deceased, Plaintiff vs. Richard Hoskins, Ollie T. Hoskins, Curdy K. Hoskins, N. M. Ayres, E. D. Pitts & Minor Harrod, Defendants Answer by Cross Petition

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State of Ohio,

Union County, ss: In the Court of Common Pleas.

now comes minor Harrod one of the defendants in the above entitled cause and by way of answer and cross-petition says: He admits that said James L. Jolliff is the duly qualified and acting Administrator of the estate of Henry C. Hoskins, deceased. That the widow of said Henry C. Hoskins died on or about the 4th day of April 1888. That said deceased left as his sole heirs at law the defendants Richard, Ollie M. ^{and} Curdy K. Hoskins as set forth in plaintiff's petition, and that said heirs are under the age of majority and have no legally appointed guardian.

This plaintiff further admits that the said Henry C. Hoskins, deceased left debts unpaid in excess of the amount of personal property in the hands of this Administrator.

This defendant denies that said Henry C. Hoskins died seized in fee simple of the following lands and tenements situated in said County of Union and State of Ohio and described as follows:

Part of the Virginia Military Survey N^o 3698 Leesburg Township, Union County, Ohio.

Beginning at A. H. Thompson's south-east corner and Mrs. Mary Black's south-west corner; thence north on Mrs. Mary Black's line to a stone on the north side of a thoroughfare running east through Mrs. Mary Black's farm; thence west on a straight line to a stone on the east side of Bok's Creek near a large sycamore root and log in said Creek; thence easterly with the meandering of said Creek to the place of beginning containing two (2) acres more or less.

Defendant further says that he is the owner in fee simple of all said lands above described. That he bases his title to said lands upon a deed made to the defendant by order of this Court by Marion Hopkins Sheriff of Union County, Ohio. Said deed bearing date of April 7th 1888, and recorded in Vol. 60, Page 525 of the Records of said County.

Defendant further says that on the 10th day of September 1887, B. D. Gills one of the defendants in this cause filed his petition in this Court (N^o 5373) in which he sets forth that said Henry C. Hoskins was indebted to him in a large sum of money. That said Henry C. Hoskins was seized in fee simple of the following described lands and tenements, to wit: Known as part of Virginia Military Survey N^o 3696.

Beginning at the N. W. corner of the lands of J. N. Hoskins and the center of the Mill John's road; thence with the center of said road N. 9 1/2 - E. to S. W. corner of a

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three acre tract belonging to N. B. De Good: thence with said N. B. De Good S. line 24. ³³ poles to his S. E. corner: thence with said De Goods E. line 24 poles to his N. E. corner and in the line of J. E. M^r. Brades land: thence with J. E. M^r. Brades line in an easterly direction to Bokes creek: thence down said creek with the meanderings thereof to the N. E. corner of J. N. Hoskins land: thence with J. N. Hoskins N. line N. 86° - N. 108° poles to the beginning containing 40. ⁶³ acres. Excepting therefrom about 2 1/2 acres added to the town of Magnetic Springs.

Also 2 acre tract bounded and described as follows: Beginning at the S. E. corner of a 2 acre tract heretofore deeded to C. Franklin and others by Richard Hoskins and in the center of the Delaware and Bellefontaine road: thence with the center of said road easterly 26. ³⁰ poles to S. W. corner of a 44 acre tract belonging to J. M. Hoskins: thence with J. M. Hoskins N. line N. 7 1/2° - E. 16 poles to the S. E. corner of land of J. N. Hoskins: thence with J. N. Hoskins S. line N. 87 1/2° - N. 21° poles to the N. E. corner of said C. Franklins land: thence with C. Franklins E. line to the beginning containing 2 acres.

Also a tract of six acres bounded and described as follows: Beginning at a stake in the center of Bokes creek witness two Lynn and S. W. corner to Mary Blacks land: thence with her west line north 9° - E. 24 poles to a stake on the S. bank of a thoroughfare: thence with the S. bank of said thoroughfare S. 59° - E. 24 poles: thence S. 26 1/2° - E. 8 poles: thence S. 61° - E. 5 poles to the center of said Bokes creek: thence with the meanderings thereof to the beginning containing 6 acres being in all 46. ¹⁵ acres conveyed.

And said Pitts further prays in said petition that said lands may be sold to satisfy his said claim that the priorities of all liens be determined and for all proper relief.

Defendant further says that it was the intention of said Pitts as well as the intention of all parties to said suit to include (if it has not been done) the premises first above described in the answer and cross-petition and that it was by mere inadvertance and mistake of the scrivener, that said premises were not more accurately and certainly described.

Defendant further says that in the said Sheriff's deed the the lands therein conveyed were described the same as in the petition of said C. D. Pitts and that said description was intended and understood by this defendant as well as all lien holders and parties to a suit to include the lands first above described.

Wherefore defendant prays that that portion of plaintiffs petition wherein he asks that the first above described lands be sold for the payment of debts

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be dismissed and that upon the final hearing of this cause if it appears that the deed of the Sheriff of Union County above mentioned to this defendant does not include the two acre tract first above mentioned, that defendant's title to said tract be quieted against the claims of said Administrator and that the description of plaintiff's lands be so corrected as to include the first above described lands, according to the interest and purpose of said Sheriff's deed and petition.

Davies & Hoskins,
Attorneys for Defendant.

State of Ohio,
Union County, ss;

Samuel A. Hoskins being first duly sworn, says that he is the Attorney of the defendant minor barred in this action duly authorized in the premises and that the facts and statements contained in this answer of barred are within his own personal knowledge and that the averments in said answer and cross-petition are true as he verily believes.

Samuel A. Hoskins

Sworn to and subscribed in my presence by said Samuel A. Hoskins this the 20th day of August 1891.

Anthony Culliton,
Notary Public, Auglaize Co. O.

(Seal)

Afterward, on the 21st day of November A.D. 1891, a motion was filed with the Clerk of said Court, to wit:

James L. Jolliff, Admr. of the
Estate of Henry C. Hoskins, Decd. | Court of Common Pleas
Union County, Ohio.

605-2 Richard Hoskins et al.

Now comes the said plaintiff and moves the Court to appoint a guardian ad litem for the infant defendants Richard Hoskins, Ollie T. Hoskins and Purdy S. Hoskins on the ground that the said Richard Hoskins and Ollie T. Hoskins are over fourteen years of age and that more than twenty days have elapsed since the return of the summons served on them and that the said Purdy S. Hoskins is under the age of fourteen years.

Bole & Bales, Attorneys for Plaintiff.

Afterward, on the 21st day of November A.D. 1891, an Entry was made on the Journal by the Clerk of Court.

James L. Jolliff, Admr. of
Henry C. Hoskins, Decd. | Journal 16, Page 62.
Richard Hoskins et al.

Entry
6052

It appearing to the Court that Richard Hoskins

Ollie T. Hoskins and Purdy H. Hoskins, minor defend-
ants, have been duly served with summons and that
said Richard Hoskins and Ollie T. Hoskins are of
the age of fourteen years and have 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 them. On the ap-
plication of plaintiff it is ordered that J. C. Griffith
be appointed guardian ad litem for said minor de-
fendants and thereupon said J. C. Griffith accepts
said appointment.

Afterward, on the 21st day of November A. D. 1891,
an Answer of Guardian Ad Litem was filed with the Clerk
James L. Jolliff, Admr. of the
Estate of Henry C. Hoskins, Decd.

Answer
of Guardian
Ad Litem

Richard Hoskins et al.
Richard Hoskins, Ollie T. Hoskins and Purdy
H. Hoskins, minor defendants by J. C. Griffith their
guardian ad litem, for answer to the petition deny
all the allegations therein contained and says
that they are of tender years and ask the Court
to protect their rights and to grant them such relief
as is proper.
J. C. Griffith.

Court of Common Pleas
Union County, Ohio,
Answer of Guard. Ad Litem

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Afterward, on the 25th day of November A. D. 1891,
a Reply was filed with the Clerk of said Court, to wit:
James L. Jolliff, Admr. of the Estate
of Henry C. Hoskins, Decd, Plaintiff

Reply
6052

Richard Hoskins, minor Harrod
Others

The said plaintiff for reply to the answer
of said minor Harrod, defendant, says that he
admits as alleged in the said answer that the de-
fendant C. D. Pitts filed his petition in this Court (Case
No. 5373) on the 10th of September 1887 in which he sets forth
that said Henry C. Hoskins was indebted to him in a
large sum of money; that said Henry C. Hoskins died
seized of the three pieces of land therein described aggre-
gating 46.¹⁵ acres and that said Pitts prayed in his
said petition that said lands be sold to satisfy his
said claim, that the priorities of all liens be determin-
ed and for all proper relief.

Court of
Common Pleas
Union County, Ohio,
Reply to Separate
Answer of Minor Harrod

The plaintiff further admits that the three
pieces of land aggregating 46.¹⁵ acres described in the
said petition of C. D. Pitts in said suit No. 5373 and in
said defendant's Harrod, answer, being the last three
tracts therein described, were sold by order of this Court

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by Marion Hopkins, Sheriff of Union County, Ohio, to said defendant, Harrod, and that said Sheriff executed and delivered to him a deed for the same, dated April 7th, 1888 and recorded in Vol. 60 Page 523 of the Deed Records of said County, and plaintiff denies all the other allegations contained in said answer and denies that the two acres of land described in the petition herein is or was intended to be included in the land conveyed by the Sheriff of Union County to said Harrod as alleged in said answer.

Plaintiff further says that suit N^o. 5373 aforesaid was a proceeding upon a judgment then owned by the said C. O. Pitts against the said Henry C. Hoskins and others; that his said petition was filed September 10th, 1887, in which he alleged that he had caused two executions to be issued to the Sheriff of Union County, prior to that date, under which levy was made on numerous lots belonging to said Henry C. Hoskins in the village of Magnetic Springs, said County; and that on April 14th, 1887 he caused another execution to issue to the Sheriff of said County and levy was made upon the said three tracts of land aggregating 46.¹⁵ acres described in the said petition; but plaintiff says the two acres of land described in the petition herein is not a part of the said 46.¹⁵ acres and that the said Pitts does not allege in his said petition that execution was ever levied on the same or on any other lands except as above stated.

One of the defendants in said suit N^o. 5373 of C. O. Pitts vs. Henry C. Hoskins et al was The Connecticut Mutual Life Insurance Company, which, on the 18th of October 1887, filed its answer and cross-petition therein setting up the fact that it had a lien on said 46.¹⁵ acres by mortgage, executed and delivered to it theretofore by said Henry C. Hoskins and Rebecca A. Hoskins his wife to secure certain notes therein described, and that the same had become absolute, and such proceedings were had that on the 9th day of January 1888 the said Connecticut Mutual Life Insurance Company duly obtained a judgment and decree on its said answer and cross-petition against the said Henry C. Hoskins in the sum of \$552.⁰⁰ with interest at 8% from October 24th, 1887 and it was on said day adjudged ordered and decreed that, unless the said Henry C. Hoskins should within five days from January 9th, 1888 pay unto The Connecticut Mutual Life Insurance Company said sum, an order of sale issue to the Sheriff of said County, commanding him to appraise, advertise and sell said 46.¹⁵ acres according to law and bring the proceeds into Court for further order; and afterwards on the 21st of January 1888 an order of sale was issued

on said decree and judgment of the Connecticut Mutual Life Insurance Company by the Clerk of this Court to the Sheriff of said County commanding him to appraise, advertise and sell said 46.¹⁵/₁₀₀ acres according to law and bring the proceeds into Court to await further order; and afterwards the said Sheriff duly returned said writ showing that said 46.¹⁵/₁₀₀ acres had been duly appraised, advertised and offered for sale March 3rd, 1888 according to law, and then and there came the said defendant Minor Harrod who bid for the same the sum of \$ 53.³³/₁₀₀ for the two acre tract included in said 46.¹⁵/₁₀₀ acres and \$ 23.³³/₁₀₀ per acre for the balance, and said sum being two-thirds of the appraised value and being the highest and best bid said land was publicly sold and struck off to said Minor Harrod for \$ 108.³⁰/₁₀₀; and afterwards on the 5th of April 1888 said sale was confirmed and deed ordered and proceeds ordered distributed; and afterwards on the -- day of -- the said Connecticut Mutual Life Insurance Company received from M. Hopkins Sheriff of Union County the sum of \$ 567.⁵⁰/₁₀₀ the amount of its said claim and receipted for the same as appears by Execution Docket "C" Page 167 of this Court.

Plaintiff further says that the said two acres described in the petition were not included in the land described in the mortgage of the Connecticut Mutual Life Insurance Company, and were not sold by the Sheriff and never bought nor paid for by the said defendant Minor Harrod and that he has no just or valid claim to or interest in the same and that said land belongs to the estate of said Henry C. Hoskins and asks that same may be sold as prayed in his petition.

State of Ohio,
Union County, ss:

Cole and Bales,
Attorneys for Plaintiff.

James L. Jolliff being first duly sworn says that he is the Administrator of the estate of Henry C. Hoskins deceased, and plaintiff in the above action and that the facts stated and allegations contained in his foregoing reply are true as he believes.

J. L. Jolliff,
Sworn to and subscribed before me this 25th day of November 1891. (Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 28th day of November A. D. 1891, an Entry was made on the Journal by the Clerk of said Court, James L. Jolliff Admr.

vs. Richard Hoskins et al. | Journal 16, Page 72.

This day came E. D. Pitts one of defendants herein

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and moved this Court for leave to file answer in this case in thirty days.

Whereupon the Court being fully advised in the premises do grant such leave.

Afterward, on the 28th day of November A.D. 1891, an entry was made on the Journal by the Clerk of said Court, James L. Jolliff, Admr. of Estate of Henry C. Hoskins, Deceased.

Entry
6052

Richard Hoskins, Ollie T. Hoskins,
Purdy R. Hoskins, W. M. Ayers,
E. D. Pitts, Minor Harrod, Bank of
Richwood, Richwood Deposit Bank,
Robinson ^{vs.} Robinson

Journal 16, Page 72.

This day this cause coming on to be heard upon the petition, upon the separate answer and cross petition of Minor Harrod, upon the answer of Richard Hoskins, Ollie T. Hoskins and Purdy R. Hoskins by their guardian ad litem, J. C. Griffith, all the other defendants being in default for answer and demurrer and the reply of plaintiff, the proofs and exhibits, the Court find that all of the defendants have been duly served with process or have voluntarily entered their appearance in this case; and that as set forth in the petition it is necessary to sell the real estate described in the petition to pay the debts of the said Henry C. Hoskins deceased. It is therefore ordered and adjudged by the Court that the real estate described in the petition be appraised by the oaths of M. F. Langstaff, H. M. Fadden and A. S. Mowry judicious and disinterested freeholders of the vicinity whom the Court hereby appoint for that purpose and that they return their proceedings to this Court for confirmation.

It is further ordered and adjudged by the Court that James L. Jolliff Administrator as aforesaid advertise and sell at public vendue on the premises according to such appraisement at not less than two-thirds of the appraised value in separate lots and tracts, the real estate described in the petition on the following terms to wit: one-third cash, the balance in two equal installments payable in one and two years respectively, with interest, and secured by mortgage on the premises and that the said James L. Jolliff make due return to this Court.

Afterward, on the 10th day of December A.D. 1891, an Order of Appraisement & Sale was issued by the Clerk of said Court: The State of Ohio, Common Pleas Court, Union County, ss: J. James L. Jolliff Admr. of Henry C. Hoskins, Dec'd.

Order of
Appraisement
& Sale
6052

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 Henry L. Hoskins, deceased is Complainant, and the said Richard Hoskins, Ollie J. Hoskins, Purdy H. Hoskins, N. M. Ayers, C. D. Pitts, Minor Harrod, Bank of Richmond, Richmond Deposit Bank and Robinson & Robinson are Defendants, you are commanded that by the oaths of M. F. Langstaff, H. M. Fadden and A. S. Mowry 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 cause to be advertised and sold at public auction, according to law on the premises for not less than two thirds of their appraised value, the following described premises, to wit:

Situate in said County of Union and State of Ohio, and Leeburg Township, Part of Virginia Military Survey N^o 3696. Beginning at N. H. Thompson's south-east corner and Mrs. Black's south-west corner; thence north with Mrs. Black's line to a stone on the north side of a thoroughfare running east through Mrs. Black's farm; thence west on a straight line to a stone on each side of Boker's Creek near a large sycamore root and log in said Creek; thence easterly with the meanders of the Creek to the place of beginning containing two acres more or less.

And part of the above consideration is that said Hoskins binds himself, his heirs and assigns forever to keep up the line fence between himself and N. H. Thompson as part of the above contract.

Also the following lot in the village of Magnetic Springs as shown by the Recorded Plats thereof. Lot N^o 109 in the H. C. Hoskins first addition to the Village of Magnetic Springs of said County and State and lots N^o 127, 128 & 140 in H. C. Hoskins 2^d addition to the village of Magnetic Springs of said County and State, except 36 feet wide off of the north and 38 feet wide at the south end of lot N^o 140 off of the west side of said lot.

Said sale to be upon the following terms, to wit: one-third cash, the balance in two equal installments, 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 Court, at Marysville this 10th day of December A. D. 1891.
R. M. Leroy,
Clerk of Courts.

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The State of Ohio. To A. N. Robinson of the
 Union County, ss: Township of Leusburg in said County;
 You are hereby appointed one of the appraisers
 of the lands of Henry C. Hoskins late of said County
 deceased in the place of H. M. Fadden who is absent
 from home. You will deliver this order to the
 Administrator of said decedents estate.
 Given under my hand this 17th day of December
 A. D. 1891. M. F. Langstaff. J. P.

To the Common Pleas Court:
 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.
 Dec. 17th, 1891 J. L. Jolliff, Admr. of said Estate.

The State of Ohio. |
 Union County, ss: |
 On the 17th day of December A. D. 1891, before me,
 personally appeared M. F. Langstaff, A. S. Mowry and
 A. N. Robinson within named, and made solemn oath
 that they would, upon actual view, honestly and im-
 partially appraise the real estate of Henry C. Hoskins
 deceased, in pursuance of the foregoing order.
 Appraisers { M. F. Langstaff
 { A. N. Robinson
 { A. S. Mowry
 Sworn to and subscribed, before me, this 17th day
 of December A. D. 1891.
 J. L. Jolliff, Justice of the Peace.

In obedience to the foregoing order, after being
 first duly sworn and upon actual view of the premi-
 ses in the foregoing order described, we, the under-
 signed appraisers, estimate the value of said real
 estate as follows:
 The 2 acre tract at Forty five dollars:
 Lot N^o 109 at \$ 50.⁰⁰
 The school house on lot N^o 109 at \$ 200.⁰⁰
 Lot N^o 127 at \$ 36.⁰⁰; Lot N^o 128 at \$ 39.⁰⁰
 Fractional lot N^o 140 at \$ 10.⁰⁰
 Barn, part upon lot N^o 128 ³/₄ part in Olive Street
 appraised at personal property at \$ 30.⁰⁰
 Given under our hands, this 17th day of December 1891.
 Appraisers { A. S. Mowry
 { A. N. Robinson
 { M. F. Langstaff

Ours:
 Appointing Aprs. 257
 Apprs. 3.⁰⁰; Certificate to. 257; Total 3.⁰⁰

In pursuance of the foregoing order of sale, I gave notice of sale in due form of law, in the Richmond Gazette, 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 premises on the 27th day of February 1892, I offered said property at public vendue, and Richard Mayfield having bid \$24.⁰⁰ for lot N^o 127 and \$6.⁶⁶ ²/₃ for fractional lot N^o 140 ³/₄ J. W. Pierce having bid \$26.⁰⁰ for lot N^o 128 ³/₄ LeRoy Scott having bid for the two acre tract thirty dollars, ³/₄ they being the highest and best bidders and the same being more than two-thirds of the appraised value thereof, I struck off and sold the same to them for that sum.

February 27th, 1892.

J. L. Jolliff, Admr. of Estate of Henry C. Hoskins



| | | |
|--|-----------------|---------------------------------------|
| 1 st H. C. Hoskins land described by letters | D-B-A-D | |
| 2 nd Minor Harrod's purchase described by letters | E-F-G-H-I-A-D-E | 40 ⁶⁵ / ₁₀₀ A. |
| 3 rd Minor Harrod's purchase described by letters | J-K-L-M | 2. ⁰⁰ A. |
| 4 th Minor Harrod's purchase described by letters | D-B-C-D | 6. ⁰⁰ A. |
| Amount excepted from the 40. ⁶⁵ / ₁₀₀ A. | | 48. ⁶⁵ / ₁₀₀ A. |
| Total amount in minor Harrod's purchase | | 46. ¹⁵ / ₁₀₀ A. |

Proof of Publication

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6052

Administrator's Sale of Real Estate.

In pursuance of an order of the Common Pleas Court of Union County, Ohio, I will offer for sale at public auction, on Saturday February 27th, 1892, at 1 o'clock P. M. on the premises, the following described real estate, to wit: Situate in said County of Union and State of Ohio, and Deesburg Township, being part of Virginia Military Survey N^o 3696.

Beginning at A. H. Thompson's southeast corner and Mrs. Black's south-west corner: thence north with Mrs. Black's line to a stone on the north side of a thoroughfare running east through Mrs. Black's farm; thence west on a straight line to a stone on each side of Bokus Creek near a large sycamore root and log in said Creek; thence easterly with the meanders of the Creek to the place of beginning containing two acres, more or less.

Also, the following lot in the village of Magnetic Springs, as shown by the recorded Plats thereof: Lot N^o 109 in the H. C. Hoskins first addition to the village of Magnetic Springs, of said County and State, and lots N^o 127, 128, 140 in H. C. Hoskins second addition to Magnetic Springs of said County and State, except 36 feet wide off of the north end and 38 feet wide at the south end of lot N^o 140 off of the west side of said lot.

- The two acre tract appraised at \$45.⁰⁰;
- Lot N^o 109 appraised at \$50.⁰⁰;
- School house on lot N^o 109 appraised at \$200.⁰⁰;
- Lot N^o 127 appraised at \$36.⁰⁰;
- Lot N^o 128 appraised at \$39.⁰⁰;
- Fractional lot N^o 140 appraised at \$10.⁰⁰;

Barn on part of lot N^o 128 and part in Olive Street appraised as personal property at \$30.⁰⁰

Terms of Sale - - one third cash, the balance in two equal installments. Deferred payments to bear interest from day of sale, and to be secured by mortgage on said premises.

James L. Jolliff, Admr. of
Henry C. Hoskins, Decd.

The State of Ohio,
Union County, ss:

I, Geo. W. Worden, publisher, being duly sworn, says that the notice hereto attached was published in The Richmond Gazette, on the 2nd day of February 1892 and continued therein four consecutive times, during all of which time said newspaper was printed and in general circulation in said County.

Attest: J. F. Millar, Notary Public.

Sworn to and subscribed before me, this 12th day of Dec. 1892. (Seal)

40⁶³ A.
2⁰⁰ A.
6⁰⁰ A.
48⁶³ A.
2⁵⁰ A.
46¹³ A.

Afterward, on the 20th day of April A. D. 1892, an Entry was made on the Journal by the Clerk of Court James L. Jolliff, Admr. of the Estate of Henry C. Hoskins Decd.

Journal 16, Page 177.

Entry

Richard Hoskins et al

6052

This cause now coming on to be heard on the motion return of James L. Jolliff, Administrator of the estate of Henry C. Hoskins, deceased, plaintiff of his proceedings and sale under the order of this Court, the Court, after having carefully examined said return, being satisfied that such sale has in all respects been legally made does hereby approve and confirm the same and order that the said James L. Jolliff, as such Administrator, make to the purchasers good and sufficient deeds for the premises so sold to them as follows:

To Richard Mayfield for said lot N^o 127 ^{and} part of lot N^o 140.

To J. W. Pierce for lot N^o 128

To Le Roy Scott for the two acre tract of land.

And as to the distribution of the proceeds of said sale same is held for further order.

Amendment to Petition

6052

Afterward, on the 25th day of April A. D. 1892, an Amendment to the Petition was filed with said Clerk.

James L. Jolliff, Administrator of the Estate of Henry C. Hoskins, Decd.

Court of Common Pleas Union County, Ohio.

Richard Hoskins et al.

By leave of Court granted the plaintiff now in this case files this amendment to his petition herein and says that since the filing of his petition herein he has discovered that the Board of Education of the Village of Magnetic Springs, Union County, Ohio, is in possession of lot N^o 109 described in the petition under some claim of interest in the title thereof or by lien, of the nature and extent of which the plaintiff is not informed. And he says that the said Board of Education is a necessary party to the full determination of this suit and asks that it be made a party defendant herein and required to answer setting up any claim or lien it may have on said premises or be forever barred.

State of Ohio, Union County, ss:

Cole & Bales,

Attorneys for Plaintiff.

Edward C. Cole being first duly sworn says he is one of the Attorneys the plaintiff above named duly authorized and that the facts alleged in the above amendment are within his personal knowledge and

Receipt

Summons

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Sheriff's Return

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Answer ²⁴ cross Petition

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true as he believes. Edward C. Cole.
 Sworn to and subscribed before me this 25th day of
 April 1892. (Seal) R. M. Leroy, Clerk.

Receipt

To the Clerk:
 Issue Summons in the above entitled case to
 Sheriff of Union County for The Board of Education of
 the Village of Magnetic Springs, Union County, Ohio, to
 be served on President or Clerk of the Board.
 Filed April 25th, 1892. Cole & Bales,
 Attorneys for Plaintiff.

Summons

Afterward, on the 25th day of April, A. D. 1892, a Summons
 was issued by the Clerk of said Court, to wit:

6052

The State of Ohio,
 Union County | To the Sheriff of Union County:
 You are hereby commanded to notify The Board
 of Education of the Village of Magnetic Springs, Union
 County, Ohio (impleaded with others), that it has been
 sued by James L. Jolliff Administrator of the estate of
 Henry C. Hoskins, deceased, in the Court of Common Pleas
 of Union County, and must answer by the 28th 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 9th day of May A. D. 1892.
 Witness my hand and the Seal of said Court,
 (Seal) this 25th day of April A. D. 1892.
 R. M. Leroy, Clerk

Endorsed: "In action to sell land".

Sheriff's Return

And on the 2nd day of May A. D. 1892, the Sheriff of
 said County returned said writ to the Clerk's Office in
 said County, which return is as follows:

6052

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|-------------|------|--------------------|--|
| Ser. Return | 36 | The State of Ohio, | Sheriff's Return. Received this writ April 25 th A. D. 1892, at 10 o'clock A. M. and served same by leaving at the usual place of residence of William King, Secretary of said Board of Education of Magnetic Springs, a true and certified copy of this writ with the endorsements thereon on the 29 th day of April 1892. Thomas Martin, Sheriff. |
| Mileage | 2 00 | Union County | |
| Copy | 20 | | |
| Total | 2 50 | | |

Answer

Afterward, on the 2nd day of June A. D. 1892, an Answer
 in Cross Petition was filed with the Clerk of said Court:
 James L. Jolliff, Admr. of the Estate of
 Henry C. Hoskins, Decd. Plaintiff
 vs.
 Richard Hoskins, Ollie T. Hoskins Purdy
 K. Hoskins, N. M. Ayers, C. D. Pitts, Minor Harrod,
 Bank of Richwood, Richwood Deposit Bank
 Robinson & Robinson, The Board of Education of the Village of Magnetic Springs, Union Co., Ohio

Petition

In the
 Court of
 Common Pleas
 Union County, Ohio.

And now comes the said defendant The Board of Education of the Village of Magnetic Springs, Township of Leesburg, County of Union and State of Ohio, and for answer to plaintiff's petition says that it denies the right of said plaintiff to have an order to sell said lot No. 109 in H. C. Hoskins' First Addition to said Village of Magnetic Springs.

Further answering, and by way of cross-petition this defendant says: That prior to September 18th 1882 said Henry C. Hoskins sold said In-lot No. 109 by verbal contract to The Board of Education of Leesburg Township Union County, Ohio, and proceeded to erect a school-house thereon by virtue of a contract with said Board.

That on said eighteenth day of September A. D. 1882 said Henry C. Hoskins and Rebecca A. Hoskins, his wife, executed a conveyance intending to convey said In-lot No. 109 to said Board of Education, in consideration of the sum of one hundred and twenty-five dollars then paid by said Board to said Hoskins, but by mistake of the scrivener writing said deed the premises therein described was In-lot No. 111 instead of said In-lot No. 109.

On said September 18th 1882 said Board paid the full consideration for said In-lot No. 109 to said Hoskins viz: The sum of one hundred and twenty-five dollars as aforesaid, and said Hoskins and wife executed and delivered said deed to said Board of Education for said In-lot No. 109 as he believed and as said Board of Education believed, but which described and conveyed said In-lot No. 111, by said mistake of said scrivener, and by the mutual mistake of both parties to said deed, and said Henry C. Hoskins and wife delivered possession of said In-lot No. 109 to said Board of Education of Leesburg Township, Union County, Ohio, and it, and its regular legal successor the defendant herein have continued to hold, occupy and enjoy said premises ever since by open, notorious, exclusive, adverse and peaceable possession, with full knowledge of such use and occupancy to said Henry C. Hoskins and all parties claiming, by, through or under him.

Said Henry C. Hoskins afterward sold and conveyed said In-lot No. 111 to a Church Society in said Village and said Society is in full possession and control of said In-lot No. 111.

The said Village of Magnetic Springs, Union County, Ohio, was duly organized as a Special School District under the Laws of Ohio, and as such became the legal successor to said Board of Education of Leesburg Township, Union County, Ohio, and as such successor became the owner of said In-lot No. 109.

The said defendant The Board of Education Magnetic

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Springs, Leesburg Township, Union County, Ohio, therefore ask that said deed be corrected in that it be ordered to convey said In-lot n^o: 109 as intended by both parties, thereto instead of said In lot n^o: 111 as by the mistake of said scrivener. That the title thereto be quieted in said Board of Education of Leesburg Township, Union County, Ohio, the grantee named in said deed and through it in this defendant aforesaid, and for all other and proper relief in the premises.

John M. Brodrick, Attorney for Defendant
The Board of Education of District n^o: --
Leesburg Township, Union County, Ohio

The State of Ohio,
County of Union, ss:

William King the Clerk of said defendant.

The Board of Education of Magnetic Springs, Leesburg Township, Union County, Ohio, being sworn makes oath that the facts stated in the foregoing answer and cross-petition are as affiant believes, true.

W^m King.

Sworn to by said William King before me ^{3rd} signed by him in my presence this 3rd day of June A.D. 1892.

(Seal)

R. M. Leroy, Clerk.

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 March, to wit, on the 4th day of March in the year of our Lord one thousand eight hundred and eighty nine.

Be it remembered that, heretofore, to wit, on the 10th day of January A. D. 1889, The Home Building & Loan Association of Marysville, Ohio, filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Catharine Smart, to wit:

The Home Building & Loan Association Company of Marysville, Ohio, Plaintiff

Court of Common Pleas, Union County, Ohio.

Petition

vs.
Catharine Smart, Defendant

5732

The plaintiff says it is a corporation duly incorporated under the laws of Ohio and doing business in Ohio and that the defendant Catharine Smart is a member and stockholder in said corporation.

The defendant Catharine Smart is indebted to the plaintiff in the sum of six hundred and eighteen $\frac{7}{8}$ $\frac{2}{100}$ dollars as hereinafter set forth which plaintiff claims upon a promissory note of which the following is a copy with all credits and endorsements:

\$ 800⁰⁰ Marysville, Ohio, November 20th, 1894.
For value received, I promise to pay The Home Building and Loan Association Company, of Marysville Ohio, when the same shall cease and determine, Eight hundred dollars, with interest and the premium as herein after stipulated, for an advanced loan obtained by me upon four shares of stock in said Association by bidding a premium of two hundred and eighty dollars for precedence in taking the same. I promise to pay on each of said four shares of stock a weekly installment of twenty five cents, and on eight hundred dollars, the amount of said advanced loan, interest at the rate of six per cent. per annum from date in equal weekly payments, until said Association shall be dissolved, as provided in the Constitution and By-Laws thereof (at the end of each year a rebate of interest being made for weekly installments paid on stock) and the said premium of two hundred and eighty dollars, bid for precedence in taking said loan I promise to pay in equal weekly installments of One $\frac{7}{8}$ $\frac{2}{100}$ dollars each until it shall be paid in full, all of said dues to be due and payable on Saturday of each week. And I do further promise that should any of said weekly payments of interest or premium remain unpaid for the space of four

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"weeks after the same becomes due, or should any part
 "of said stock be forfeited for non-payment of the weekly
 "installments thereon, then this note to become due
 "and collectible immediately.

Catharine Smart.

The said Catharine Smart is in default for pay-
 ment of dues, interest, premium and fines on said
 note since Saturday January 31st, 1885.

The Constitution of said Association Article XI
 Section 2 provides as follows: "A member who neglects to
 pay his weekly dues shall be fined five cents per week
 on each share held by him or her."

The said Catharine Smart has neglected to pay
 her weekly dues, interest and premium on said five
 shares of stock since Saturday January 31st, 1885 - as
 aforesaid and is in arrears 206 weeks to January 14th,
 1889.

Said promissory note by the terms thereof
 has become due and there is due plaintiff thereon to
 this January 14th, 1889 as follows:

| | |
|---|-----------------------|
| 206 payments of dues | \$ 206. ⁰⁰ |
| 206 payments of premium @ 1 ²⁰ | \$ 247. ²⁰ |
| 206 payments of interest | \$ 124. ⁰⁸ |
| 206 payments of fines @ .20 | 41. ²⁰ |
| | <hr/> |
| | \$ 618. ⁴⁸ |

Plaintiff says no part of said dues interest
 premium and fines have been paid and the same
 are due and payable.

Second Cause of action:

And to secure the payment of
 said promissory note heretofore mentioned, according
 to the tenor and effect thereof, the said Catharine Smart,
 duly executed, and acknowledged, and delivered to the
 plaintiff her certain mortgage deed bearing date on the
 20th day of November A. D. 1884 and thereby conveyed to the
 plaintiff in fee simple, freed from all rights the following
 described lands, tenements, and hereditaments, situate
 in said County of Union and State of Ohio, to wit:

In the Village of Marysville, part of Out-Lot n^o 6
 said town beginning at the north-west corner of said
 Out-Lot; thence south ten (10) poles to a stake; thence
 east four (4) poles and ten (10) feet to a stake; thence
 north ten (10) poles to a stake; thence west four (4) poles
 and ten (10) feet to the beginning containing one-third
 of an acre more or less being the whole of a lot that
 is known and designated on the duplicate of Union
 County as the north half of Division five (5) of said
 Out-Lot n^o 6 and ten feet in width and ten poles in
 length off the west side of a lot known and designated
 on the duplicate of said Union County as the north
 half of Division 4 of said Out-Lot n^o 6. The same lot

conveyed to said Catharine Smart by Harrison Rice deed recorded Vol. 26, Page 447 Union County Deed Records.

Said deed was delivered to the Recorder, in the Recorder's Office of said County, for record according to law on the 22nd day of November 1884 at 3 o'clock P.M. and was duly recorded in Book 22, Page 22.

The said deed of mortgage has a condition therein written as follows: "Provided, nevertheless, and these presents are upon this condition, That Whereas the said Catharine Smart has executed and delivered to the said Home Building and Loan Association Company of Mansville Ohio, her promissory note of even date herewith, for the sum of eight hundred dollars upon the following conditions: Said Catharine Smart being a member of the Association and having at a regular meeting of the Association, bid a premium of seventy dollars per share of stock for precedence in taking and advanced loan, and having thereby obtained said precedence, and having received from said Association an advanced loan of eight hundred dollars, the full value of four shares of stock in said Association; she agrees to pay on each of said shares of stock a weekly installment of twenty five cents; and on eight hundred dollars the amount of said advanced loan, she agrees to pay interest at the rate of six per cent. per annum, in equal weekly payments (a rebate of interest being made at the end of each year for weekly installments paid on stock); and the said premium of two hundred and eighty dollars bid for precedence in taking said loan, she agrees to pay in equal weekly installments of one $\frac{2}{3}$ $\frac{20}{100}$ dollars each, until it shall be paid in full; all of said payments to be made on Saturday of each week until said Association shall be dissolved, as provided in the Constitution and By Laws thereof.

She also agrees to pay the taxes on the premises conveyed by these presents, the fire insurance premium on said property, ground rents thereon, and all the fines and forfeitures, according to the Constitution and By Laws of said Association.

Now, if the said Catharine Smart shall punctually pay to the said Association or its assigns, the said weekly installments in said four shares of stock and the interest and premium as above stated, the taxes on the property conveyed by these presents, the fire insurance premium on said property, the ground rents thereon, and all the fines and forfeitures according to the Constitution and By Laws of said Association, then these presents shall be void.

But if the said Catharine Smart shall fail to pay the said weekly installments, or the installment of

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interest or premium as above stated, the taxes, fire insurance, premium, ground rents, or fines and forfeitures when the same respectively become due, or within four weeks after due, then the amount of said loan shall become due, and this mortgage shall be foreclosed.

The said Catharine Smart has wholly failed to pay the installments of dues, interest, premium and fines that became due and payable on the - - day of - - - and installments of dues, interest, premium and fines as they have become due since or any part thereof though the same are past due, wherefore said deed of mortgage has become absolute.

Plaintiff says that L. F. Kelsey have or claim some lien or interest in said real estate and it therefore asks they be required to answer and set up their respective claims or liens.

Wherefore plaintiff asks for judgment against said Catharine Smart for the sum of six hundred and eighteen $\frac{7}{8}$ being the amount due on dues, interest, premium and fines to January 14th, 1889 and that an account be taken of the dues, interest, premium and fines to become due on said indebtedness up to the date of the judgment which shall be rendered herein and that judgment be rendered for the same in addition to what is due up to January 14th, 1889; that said premises be sold as upon execution and that the proceeds be brought into Court and than account be then taken of the full amount due plaintiff from said Catharine Smart upon said indebtedness and that the proceeds of said sale be applied to the payment of said judgment so to be rendered and the amount so found due plaintiff upon said indebtedness and for such other and further relief as law and equity may require.

Edward C. Cole

Attorney for Plaintiff

State of Ohio.
Union County ss:

Edward C. Cole being first duly sworn says he is the Secretary and Attorney of the plaintiff duly authorized and that the facts stated and allegations in the foregoing petition are within his personal knowledge and are true as he believes.

Edward C. Cole.

Sworn to and subscribed before me this 15th day of January 1889.
(Seal) R. M. Leroy, Clerk.

Procipe

To the Clerk: Issue Summons in above suit for Catharine Smart and L. F. Kelsey returnable according to law to Sheriff of Union County, Ohio, and endorse foreclosure of Home Building and Loan Association mortgage amount

now due \$6.18²⁵ and that an account be taken of the balance due on said mortgage and judgment for same.
January 15th, 1889
E. C. Cole,
Attorney for Plaintiff.

Afterward, on the 15th day of January A. D. 1889, a Summons was issued by the Clerk of said Court, to wit
The State of Ohio

Summons

Union County To the Sheriff of said County;
You are hereby commanded to notify Catharine Smart and L. F. Keelsey that they have been sued by The Home Building and Loan Association of Marysville Ohio in the Court of Common Pleas of Union County, and must answer by the 16th day of February A. D. 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

5732

You will make due return of this Summons on the 28th day of January A. D. 1889.

Witness my hand and the seal of said Court,
(Seal) This 15th day of January A. D. 1889.
R. M. Leroy, Clerk

Endorsed: "In action for judgment on \$6.18²⁵ and to foreclose mortgage and to take account of balance of mortgage."

Sheriff's Return

And on the 17th day of January A. D. 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows

5732

| | |
|-------------|----------|
| Ser. Return | 36 |
| Mileage | 16 |
| Copy | 40 |
| Total | \$ 86.10 |

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

Received this writ January 15th, A. D. 1889 at 10 o'clock A. M. and served same by delivering a certified copy thereof with endorsements thereon to the within named Catharine Smart on the 17th day of January 1889. L. F. Keelsey was not found in my County.
Thomas Martin, Sheriff.

Entry

Afterward, on the 19th day of March A. D. 1889, an Entry was made on the Journal by the Clerk of Court The Home Building & Loan Association Company of Marysville, Ohio

Journal 15, Page 51.

vs.
Catharine Smart et al.

5732

This cause now coming on for hearing on the petition of the plaintiff and the evidence the Court find that the defendant Catharine Smart has been duly served with summons in this case and that she is in default for answer and demurrer and that the allegations of the petition are thereby confessed by her to be true, and that the defendant L. F. Keelsey has by his Attorney duly entered his appearance

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herin and 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 defendant Catharine Smart has failed to pay to the plaintiff the weekly installments of dues interest and premium as in the petition set forth and that there is due to said plaintiff as dues to the date of this decree March 19th, 1889 the sum of \$ 215.⁰⁰ as premium the sum of \$ 258.⁰⁰ as interest the sum of \$ 128.⁰⁰ and as fines for the non payment of said dues the sum of \$ 43.⁰⁰ making in all the sum of \$ 644.⁰⁰

The Court further find that in order to secure the regular payment of said dues and other installments as well as those hereafter to become due the said Catharine Smart executed and delivered to this plaintiff their certain mortgage in the petition described and on the premises therein described: that said mortgage was on the 22nd day of November 1884 duly filed for record with the Recorder of Union County, Ohio at 3 o'clock P. M. and duly recorded in Book 22, Page 22 of the Records of Mortgages of Union County, Ohio, and that the same is a good and valid and first lien on the premises described in the petition.

It is therefore considered by the Court that unless the said Catharine Smart shall within three days from the entry hereof pay or cause to be paid to the said plaintiff the said sum of six hundred and forty four $\frac{58}{100}$ Dollars so found due and to the Clerk of this Court the costs taxed herein at \$ - - the defendant's equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise and advertise and sell said premises as upon execution and return his proceedings to this Court for further order.

Attest
 R M Berry
 Clerk

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of November Term, on the 9th day of November in the year of our Lord one thousand eight hundred and ninety-one.

Be it remembered that, heretofore, to wit, on the 15th day of October A. D. 1891, Marysville Savings Building and Loan Association filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John T. Moore et al, to wit:

Marysville Savings Building
Loan Association, Plaintiff

Court of
Common Pleas
Union County, Ohio.

Petition

6263

John T. Moore, Marietta R. Moore,
Sprague & Perfect, V. T. Hills, Defendants

The plaintiff say it is a corporation doing business under the firm name and style of the Marysville Saving Building and Loan Association Company under the laws of Ohio.

That the said John T. Moore is indebted to said Marysville Saving Building and Loan Association Company in the sum of Five hundred and fifty five $\frac{3}{4}$ $\frac{0}{100}$ dollars as hereinafter stated, on a promissory note of which the following is a true copy.

" \$600⁰⁰ Marysville, Ohio, April 23rd, 1887.

" For value received I promise to pay the Marysville Savings Building & Loan Association Company of Marysville, Ohio, when the same shall cease and determine Six hundred dollars, with interest and the premium as hereinafter stipulated, for an advanced loan obtained by me upon three shares of stock in said Association by bidding a premium of Three hundred and thirty dollars for precedence in taking the same.

" I promise to pay on each of said three shares of stock a weekly installment of twenty five cents, and on six hundred dollars the amount of said advanced loan, interest at the rate of six per cent. per annum from date unequal weekly payments until said Association shall be dissolved, as provided in the Constitution and By Laws thereof (at the end of each year a rebate of interest being made for weekly installments paid on stock) And the said premium three hundred and thirty dollars bid for precedence in taking said loan I promise to pay in equal weekly installments of one $\frac{3}{4}$ $\frac{27}{100}$ dollars each until it shall be paid in full; all of said dues to be due and payable on Saturday of each week.

And I do further promise that should any of said weekly payments of interest or premium remain unpaid for the space of four weeks after the same become

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"due or should any part of said Stock be forfeited for the non-payment of the weekly installments thereon, then this note to become due and collectible immediately."

John T. Moore.

The said John T. Moore is indebted to said Marysville Saving, Building and Loan Association Company upon said promissory note as follows:

| | |
|---|-----------------------------|
| Due from January 1 st , 1888 to October 1 st , 1891, | \$ 146. ²⁵ |
| Premium from January 1 st , 1888 to October 1 st , 1891, | \$ 246. ³⁸ |
| Interest from January 1 st , 1888 to October 1 st , 1891, | \$ 133. ¹⁷ |
| Fines from January 1 st , 1888 to October 1 st , 1891, | \$ 29. ²⁵ |
| | <hr/> \$ 555. ⁰⁵ |

There is due and unpaid upon said note over premium interest and fines according to the terms thereof the sum of five hundred and fifty-five ^{and 5/100} dollars with six per cent. interest from date.

Second Cause of Action:

That on the 23rd day of April 1887, the date of delivery of said note, and to secure the payment thereof the said John T. Moore and Marietta A. Moore his wife executed and delivered to said Association their mortgage and thereby conveyed to said Association the premises described as follows: Part of Virginia Military Surveys N^o 5292 ^{and} 12398.

Beginning at a stone north-west corner to lands owned by Martin ^{and} Somler and in the westerly line of said Survey N^o 5292 ^{and} 12398; thence with said line N 32^o - W. 51 ^{1/2} poles to a stone south-west corner to A. J. Whitney's land; thence with the southerly line of said land N. 56^o - E. 92 poles to a stone; thence S. 32^o - E. 53 poles to a stone in the northerly line of said Martin ^{and} Somler's land; thence with said line S. 57 ^{1/4} - N. 92 poles to the beginning containing thirty acres.

Provided, nevertheless, and these presents are upon this condition, that whereas the said John T. Moore has executed and delivered to the said Marysville Savings ^{and} Loan Association Company his promissory note as set forth for the sum of six hundred dollars upon the following conditions

Said John T. Moore being a member of the Association, and having at a regular meeting of the Association bid a premium of one hundred and ten dollars per share of stock for precedence in taking an advanced loan, and having thereby obtained said precedence, and having received from said Association an advanced loan of six hundred dollars the full value of three shares of stock in said Association; he agrees to pay on each of said shares of stock a weekly installment of twenty-five cents; and on six hundred dollars the amount of said advanced loan; he agrees to

pay interest at the rate of six per cent. per annum on weekly payments; and the said premium of three hundred and thirty dollars bid for precedence in taking said loan he agrees to pay in equal weekly installments of one $\frac{3}{4}$ $\frac{25}{100}$ dollars each until it shall be paid in full: all of said payments to be made on Saturday of each week until said Association shall be dissolved as provided in the Constitution and By Laws thereof.

Now if the said John T. Moore shall punctually pay to the said Association or its assigns the said weekly installments on three shares of stock and the interest and premium as above stated the taxes on the property covered by said mortgage, fire insurance premium on said property, fines, forfeitures according to the Constitution and By Laws of said Association then these presents shall be void.

But if the said John T. Moore shall fail to pay the said weekly installments, or the installments of interest or premium as above stated the taxes fines forfeitures when the same respectively becomes due or within sixty days after due, then the amount of said loan shall become due and this mortgage foreclosed.

The plaintiff says on the 28th day of April 1887 at 3^{1/4} o'clock P. M. said mortgage was filed with the Recorder of Union County for record, and the same was duly recorded May 17th 1887 in Volume 23 Page 57 of the Records of Mortgage of Union County, Ohio.

The plaintiff says that the said John T. Moore has failed to pay or cause to be paid the dues interest premium fines or any part thereof since January 1st 1888 and the taxes are due and unpaid since.

Whereby the conditions of said mortgage deed have been broken and said mortgage deed has become absolute.

The said plaintiffs ask judgment against the said defendant John T. Moore for the said sum of five hundred and fifty five $\frac{25}{100}$ dollars with interest from January 1st 1887. That an account be taken of the dues interest and premium to become due: that said mortgage may be foreclosed, said premises ordered to be sold and the proceeds thereof applied to the payment of said indebtedness and for all other and proper relief in the premises.

The State of Ohio, | Robinson & Woodburn,
Union County, ss: | Attorney for Plaintiff

E. F. Sawyer, Secretary of the said Marysville Saving, Building and Loan Association duly authorized in the premises being duly sworn says the facts stated and allegations in the foregoing petition of said Marysville Saving Building & Loan Association are true

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E. F. Sawyer

Sworn to before me and signed in my presence this 15th day of October 1891. (Seal) R. M. Leroy Clerk of Court

Marysville Savings Building
vs.
Loan Association, Plaintiff

Court of Common Pleas
Union County, Ohio

Answer

John T. Moore et al. Defendants

6.2.63

The undersigned do hereby waive the issuing of service of Summons and enter our appearance in the above case October 15th, 1891.

J. T. Moore
Maryetta R. Moore,
V. F. Hills, Sprague & Perfect.

Afterward, on the 24th day of November A. D. 1891, an Entry was made on the Journal by the Clerk of Court Marysville Savings Building vs. Loan Association

Journal 16. Page 67.

Entry

6.2.63

John T. Moore et al
Now comes the plaintiff by its Attorney and the defendant John T. Moore & Maryetta Moore being in default for answer and demurrer. The Court find that there is due the said Marysville Savings Building and Loan Association Company from the said John T. Moore & Maryetta R. Moore the sum of six hundred & eighteen ²³/₁₀₀ dollars with 6 per cent. interest from November 24th, 1891.

The Court further find that in order to secure the payment of said note including the dues interest and premium on same, the said John T. Moore and Maryetta Moore his wife executed and delivered the Marysville Savings Building & Loan Association Company their certain mortgage in the petition described, and on the premises therein described.

That said mortgage was on the 28th day of April 1887 at 3⁴ o'clock P. M. duly filed for record and the same was recorded in the Record of Mortgage in Union County, Ohio, in Volume 23 Page 57 and the same is a good and valid lien on the premises described in said petition.

It is therefore considered by the Court that unless the said John T. Moore shall pay by the 1st day of January 1892 pay or cause to be paid to the said Marysville Savings Building and Loan Association Company the sum of \$618 ²³/₁₀₀ with 6 per cent. interest from November 24th, 1891 so found due, and to the Clerk of the Court the costs herein taxed, that the defendants equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise, advertise and sell

said premises as upon execution and return his proceedings to the Court for further order.

Attest
R. M. Enry
Clerk

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

Be it remembered that, heretofore, to wit, on the 3rd day of May A. D. 1889, J. N. Robinson et al. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. S. Robinson to wit:

Petition
5798

J. N. & A. B. Robinson, Partners in the name & style of Robinson & Robinson
Plaintiff
J. S. Robinson.
Defendant

Court of Common Pleas
Union County, Ohio.

The plaintiffs say they are partners in the name of Robinson & Robinson. That they commenced this action before W^m B. Mahm, Justice of the Peace in said County and caused a writ of Attachment to issue thereon against the defendant and the Constable to whom the same was delivered returned the same endorsed: "No property or effects found."

The defendant is the owner of an interest in land in said County in the possession of the heirs of Samuel D. Robinson, deceased of which the defendant is one heir being in the Samuel D. Robinson farm in said County of Union Ohio, and the transcript of which proceedings is filed in the said Court. And the said plaintiffs say there is due to them as said partners from defendant on said note the sum of seventy four $\frac{2}{4}$ $\frac{20}{100}$ dollars with 8 per cent. interest from the 29th of April 1889 on the note of the defendant which reads as follows, viz:

"One day after date, I promise to pay Robinson & Robinson or bearer forty-six $\frac{2}{4}$ $\frac{30}{100}$ dollars for value received with interest at 8 per cent. May 2nd, 1874 and \$4²⁵ costs expended herein before W. C. Mahm J. P.

J. S. Robinson.

Endorsed: \$10⁰⁰ costs paid April 30th 1875 and a credit of five dollars for fruit trees thereafter without date but which was as plaintiffs believe and over about the year 1878 or 9 but the date plaintiffs are now unable to give.

Summons
5798

Sheriff's
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Affidavit
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Therefore the plaintiffs ask judgment against the said defendant for said sum of \$74.²⁵ with 8 percent interest from April 29th 1889 on said note and \$4.⁷⁵ costs heretofore expended.

The State of Ohio,
Union County, ss:

J. N. Robinson,
Attorney for Plaintiff.

A. B. Robinson being duly sworn says he believes the allegations of the foregoing petition are true.

A. B. Robinson.

Sworn to before me and signed in my presence this 3rd of May, 1889. (Seal) R. M. Leroy, Clerk.

Summons

Afterward, on the 3rd day of May A. D. 1889, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio
Union County

To the Sheriff of said County:

You are hereby commanded to notify J. S. Robinson that he has been sued by Robinson & Robinson in the Court of Common Pleas of Union County, and must answer by the 1st day of June A. D. 1889, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 13th day of May A. D. 1889.

Witness my hand and the Seal of said Court. (Seal) This 3rd day of May A. D. 1889. R. M. Leroy, Clerk.

In action for Attachment. Amount claimed \$74.²⁵ and interest, ³/₄ increase costs \$4.⁷⁵

Sheriff's Return

And on the 4th day of May, A. D. 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | |
|---------|------|
| Mileage | 1.60 |
| Copy | .20 |
| Total | 1.80 |

The State of Ohio,
Union County

Sheriff's Return.

Received this writ May 3rd, A. D. 1889, at 3 o'clock P. M. The within named J. S. Robinson not found in my County. Thomas Martin, Sheriff.

Afterward, on the 3rd day of May, A. D. 1889, an Affidavit for Publication was filed with the Clerk of Court.

J. N. & A. B. Robinson, Partners in the name & style of Robinson & Robinson

Court of Common Pleas,
Union County, Ohio.
Affidavit for Attachment.

Affidavit

J. S. Robinson
The undersigned A. B. Robinson one of the plaintiffs being duly sworn says this action is brought on a promissory note of the defendant to the plaintiff for \$46.³⁰ dated May 2nd, 1874 and due one day after date to plaintiffs with 8 percent interest on which ten dollars

5798

were paid April 30th, 1875 and five dollars in fruit trees about 1878 or 1879 and on which the plaintiffs say they sought to recover of the defendant the sum of \$74.²⁵ with 8 percent interest from April 29th, 1859 and \$4.²⁵ Justice costs herein expended. That said claim is due and is unpaid just. That defendant is not a resident of the State of Ohio but is a resident of Chicago in the State of Illinois and is the owner of an undivided interest as one of the heirs of Samuel D. Robinson deceased, in the Samuel D. Robinson farm in Darby Township of said County of Union 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.

A. B. Robinson.
Sworn to before me and subscribed in my presence this 3rd of May, 1889. (Seal) A. M. Leroy, Clerk.

Order of Attachment

Afterward, on the 3rd day of May A. D. 1889, an Order of Attachment was issued by the Clerk of said Court.

5798

The State of Ohio
Union County Court of Common Pleas of Union County
Robinson vs Robinson, Plaintiff

J. S. Robinson, Defendant 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, moneys, and effects of the defendant J. S. Robinsons not exempt by law from being applied to the payment of the claims of the plaintiff J. N. Robinson and A. B. Robinson or so much thereof as will satisfy their claim for seventy four and 20/100 debt and \$4.²⁵ Justice costs and also for fifty dollars the probable cost of this action.

You will make due return of this order on the 13th day of May A. D. 1889.

Witness my hand and Seal of said Court, (Seal) This 3rd day of May A. D. 1889. A. M. Leroy, Clerk.

Sheriff's Return

5798

And on the 4th day of May A. D. 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | |
|----------------|-------|
| Service | 30 |
| Copies | 30 |
| Mileage | 1.60 |
| Sum. Aprs. | 1.20 |
| Convey. " | 1.50 |
| Inventories | 20 |
| Total | 51.00 |
| Appraisers fee | 3.00 |

Received this order on the 3rd day of May A. D. 1889, and agreeably to the command thereof, I did, on the 4th day of May A. D. 1889, in the presence of J. B. Galloway, John Douglass 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

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Proof of Publication

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by law, to make a true inventory of and appraisement of said property, we proceeded to make such inventory and appraisement as fully appear by reference to said Schedule "Schedule A."

We, Thomas Martin, Sheriff of Union County, and J. B. Galloway and John Douglass two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of J. S. Robinson and hereinafter described as follows, viz:

The interest of J. S. Robinson in the farm in Darby Township, Union County, Ohio, known as the Samuel D. Robinson farm in which said J. S. Robinson as one of his heirs has one undivided one-fifth part subject to the dower of the widow of said Samuel D. Robinson deceased. The said one-fifth interest of J. S. Robinson in said farm subject to said dower appraised at \$45⁰⁰ per acre. Given under our hands this 4th day of May A.D. 1889.

Thomas Martin, Sheriff
J. B. Galloway
John Douglass

Afterward, on the 18th day of July A.D. 1889, a Proof of Publication was filed with the Clerk of said Court:

Proof of Publication

J. N. ^{3rd} A. B. Robinson Partners in name of Robinson ^{2nd} Robinson

Legal Notice,
Court of Common Pleas
Union County, Ohio.

J. S. Robinson, Defendant

5798

The defendant is notified that plaintiffs have filed a petition against him in said Court to recover \$74.²⁰ with eight per cent. interest from April 29th, 1889, on defendant's note to plaintiffs dated May 2nd, 1874 for \$46.³⁰ on which \$10.⁰⁰ and \$5.⁰⁰ have been paid. A writ of attachment has been issued in said cause and a levy made on defendant's interest in the Samuel D. Robinson farm in Union County, Ohio, in which defendant has the share of one-fifth, as one of the heirs of said Samuel D. Robinson, deceased. Defendant is notified to answer said petition on or before July 6th, 1889.
J. N. Robinson,
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 15th, 1889.
W. O. Shearer.

Sworn to and subscribed before me, this 18th day of July 1889.
(Seal) R. M. Leroy, Clerk.

Entry
5-7-98

Afterward, on the 11th day of November, A.D. 1889, an entry was made on the Journal by the Clerk of Court, J. W. A. B. Robinson

Journal 15; Page 177.

J. S. Robinson

This day came on this cause and the Court being satisfied that due notice hath been given to defendant of this action and that defendant is the owner of the one-fifth of the S. D. Robinson farm in this County of Union subject to the dower of his widow and that attachment hath been duly levied on said one-fifth interest in said farm and said note mentioned is due plaintiffs from said defendant doth find for the plaintiff and that there is due plaintiffs on said note a balance of \$73⁰⁰.

Therefore it is considered and adjudged by the Court that plaintiffs recover of said defendant said sum with interest at 8 percent. from this date and costs taxed to \$- - and that an order of sale issue to the Sheriff of this County appraise, advertise and sell the said one-fifth of said S. D. Robinson farm subject to said dower and report his proceedings herein if said defendant for ten days fail to pay said judgment interest and costs.

Attest
A. M. L. L. 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 May, 1890, on the 26th day of May in the year of our Lord one thousand eight hundred and ninety.

Best remembered that, heretofore, to wit, on the 15th day of January A. D. 1890, Catharine M. Ogden filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. S. Robinson.

Catharine M. Ogden, Plaintiff
vs.
J. S. Robinson, Defendant
Court of Common Pleas, Union County, Ohio.

The plaintiff Catharine M. Ogden says that she commenced an action of attachment before W. M. W. W. W., a Justice of the Peace in and for Paris

Petition
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Township, Union County, Ohio, on the 10th day of January 1890 and caused a writ of attachment to be issued by said Justice of the Peace against the goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant J. S. Robinson: which writ was accompanied by a summons duly issued by said Justice of the Peace against the said defendant, which said writ of attachment and summons were delivered to Sam Bennett Constable of said Paris Township who made due return of said writ of attachment, endorsed as follows, to wit: "Jan. 10" 1890. Received this writ. No property, money, rights, credits or effects of the defendant have been taken under the attachment as found but the defendant J. S. Robinson is the owner of an (undivided) interest in real estate in the said County of Union, Ohio, now in the possession of the heirs of Samuel S. Robinson deceased of which the defendant one heir being in the Samuel S. Robinson estate in the County of Union in the State of Ohio,
Sam Bennett, Constable

Said Summons was afterwards on the day of January 1890 duly returned by said Constable endorsed to wit: "Received this writ January 10" 1890. Returned January - - 1890 the said (J. S. Robinson) defendant not found within the said County of Union.

A Transcript of the proceedings before the said Justice of the Peace in this action is duly filed in this Court for further proceedings thereon according to the - - - on such case made and provided.

The said plaintiff further says there is due to her from the said defendant on his promissory note described in said proceedings had before said Justice of the Peace as aforesaid the sum of \$26.⁷⁵ - ; Twenty-six ³/₄ ⁷⁵/₁₀₀ with interest at 6% from January 10th 1890 being the amount of the principal and interest due on said promissory note January 10th 1890.

The following is a true copy of said note.
" \$ 17.⁰⁰ Marysville, Ohio, August 2nd, 1850.
" Ninety days after date I promise to pay to the order of Mrs. C. S. Ogden the sum of Seventeen dollars
" at - - - Value Received.
" W^m - - - Done Nov. 6. J. S. Robinson.

Plaintiff says that she is the legal owner and holder of said promissory note and that no part of the same has been paid and that the costs accrued on the action and proceedings before the Justice of the Peace amount to the sum of \$ - -

Therefore the plaintiff asks judgment against the said defendant for the sum of \$26.⁷⁵ with interest thereon from January 10th 1890 at 6% and for the costs

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that have accrued and the costs that may accrue and for such other proceedings in the premises as are provided by law.

Cole & Bales, Attorneys for Plaintiff.

The State of Ohio.
Union County, ss:

C. S. Ogden being duly sworn according to law says that he is the Agent of the plaintiff Catharine M. Ogden and that the facts stated in the foregoing petition are true as he verily believes.

C. S. Ogden.

Sworn to and subscribed before me and in my presence this 15th day of January 1890.

(Seal)

R. Mileroy, Clerk of Court

Summons

Afterward, on the 15th day of January A. D. 1890 a Summons was issued by the Clerk of said Court to wit:

5918

The State of Ohio.

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

You are hereby commanded to notify J. S. Robinson that he has been sued by Catharine M. Ogden in the Court of Common Pleas of said Union County, and that unless he answer by the 15th day of February A. D. 1890, the petition of the said plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this Summons on the 27th day of January A. D. 1890.

Witness my hand and the Seal of said Court.

(Seal)

This 15th day of January A. D. 1890.

R. Mileroy, Clerk.

Endorsed: In action for Attachment. Amount claimed \$26.⁴⁰ at 6% from January 10th, 1890.

Sheriff's Return

And on the 18th day of January, A. D. 1890 the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | |
|---------|------|
| Mileage | 2.40 |
| Copy | 20 |
| Total | 2.60 |

The State of Ohio.

Union County

Sheriff's Return

Received this writ January 15th, A. D. 1891, at 10 o'clock A. M. pursuant to its command, the within named J. S. Robinson was not found in my County.

Thomas Martin, Sheriff.

Afterward, on the 15th day of January A. D. 1890 an Affidavit for Attachment was filed with the Clerk of Court Catharine M. Ogden.

J. S. Robinson Defendant

State of Ohio, Union County, ss:
Court of Common Pleas,
Union County, Ohio.

Affidavit for Attachment

5918

C. S. Ogden, Agent of Catharine M. Ogden the plaintiff makes oath that he is commencing herewith a civil

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Order of Attachment

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action in this Court against J. S. Robinson that is said action is for the recovery of money on a promissory note dated August 2^d 1880 due in 90 days after date payable to the order of Mrs. C. S. Ogden the plaintiff for the sum of \$17.⁰⁰ with interest at 6% after due signed J. S. Robinson of which note the following is a copy

\$17.⁰⁰ Marysville Ohio, Aug. 2^d, 1880.
 Ninety days after date I promise to pay to the order of Mrs. C. S. Ogden the sum of Seventeen dollars at - -
 Value Received. 70⁰⁰ - - - Due Nov. 6.

J. S. Robinson,
 There are no credits or endorsements or endorsements on said note; and this affiant further says that said claim is just due and unpaid and that she the plaintiff ought to recover thereon the sum of Seventeen dollars with interest at 6% from November 6th 1880 amounting January 10th 1890 to twenty-six and ⁷⁰/₁₀₀ dollars with interest at 6% from January 10th 1890 on money. Affiant further says that the property sought to be attached by this proceeding is not exempt from execution nor the personal earnings of the defendant. The said J. S. Robinson is not a resident of the County of Union and State of Ohio.

Affiant further says that the plaintiff's name was written in said note as "Mrs. C. S. Ogden" by mistake the initials of her husband's name being "C. S." and that her name is Catharine M. Ogden.
 C. S. Ogden.

Sworn to and subscribed by C. S. Ogden before me this 15th day of January 1890.
 (Seal) R. W. Leroy, Clerk.

Afterward, on the 15th day of January A. D. 1890, an Order of Attachment was issued by the Clerk of Court, The State of Ohio.

Union County, ss: Court of Common Pleas.
 Catharine M. Ogden, Plaintiff
 vs.
 J. S. Robinson, Defendant

Order of Attachment

59 18

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 J. S. Robinson in your County not exempt by law from being applied to the payment of the claim of the plaintiff Catharine M. Robinson or so much thereof as will satisfy her claim for Twenty-six ⁷⁰/₁₀₀ and also for Fifty dollars the probable cost of this action. You will make due return of this order on the

January 27th A. D. 1890.
 Witness my hand and the Seal of said Court, this 15th day of January A. D. 1890. (Seal) R. W. Leroy, Clerk.

Sheriff's Return

And on the 18th day of January A.D. 1890, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

| | | |
|------|----------------|------|
| 5918 | Services | 30 |
| | Copies | 30 |
| | Mileage | 2.40 |
| | Sum. Aprs. | 1.20 |
| | Swear. | 1.20 |
| | Convey. | 2.00 |
| | Return | 2.50 |
| | Total | 7.65 |
| | Appraisers fee | 2.00 |

Sheriff's Office, Union County, Ohio,
 January 17th, A.D. 1890.
 Received this order on the 15th day of January A.D. 1890, and in obedience to the command thereof, I did, on the 17th day of January A.D. 1890, in the presence of George G. Nicol and George Treishwald two freeholders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this return: and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A."

Schedule "A."

We, Thomas Martin Sheriff of Union County, and John G. Nicol and George Treishwald two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of J. S. Robinson and hereinafter described as follows, viz: The undivided interest of J. S. Robinson in the farm in Darby Township, Union County, Ohio, known as the Samuel D. Robinson farm in which J. S. Robinson as one of his heirs has one undivided one-fifth part subject to the dower of the widow of said Samuel D. Robinson deceased. The said one-fifth interest of said J. S. Robinson in said farm subject to said dower appraised at \$40.00 per acre.

Given under our hands this 17th day of January A.D. 1890.
 Thomas Martin, Sheriff
 John G. Nicol,
 George Treishwald

Affidavit for Publication

Afterward, on the 3rd day of February, A.D. 1890, an Affidavit for Publication was filed with Clerk of said Court, Catharine M. Ogden, Plaintiff
 J. S. Robinson, Defendant
 The State of Ohio,
 Union County, ss:

C. S. Ogden being first duly sworn according to law says he is the duly authorized Agent of the plaintiff in the premises; that service of Summons cannot be made on the defendant J. S. Robinson in this State for the reason that he is absent from said County of Union and State of Ohio, and is a resident of the City of Chicago, State of Illinois: that the said J. S. Robinson is the owner of the undivided 1/5 interest in the

Proof of Publication
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Samuel D. Robinson farm in Darby Township, Union County Ohio, as one of the heirs of said Samuel D. Robinson deceased; that this action is one of those mentioned in Section 5048 of the Revised Statutes of Ohio, being an action in which the plaintiff seeks to take defendants said property in attachment and apply proceeds of same to the payment of her debt of \$26.⁴⁰ with interest at 6% from January 10th 1890, and that she cannot obtain service of Summons on said defendant in this State and the said plaintiff wishes to obtain service of said J. S. Robinson defendant by publication and further saith not.

C. S. Ogden,
Sworn to and subscribed before me this 3rd day of February 1890. (Seal) R. M. Crozy, Clerk.

Proof of Publication
5918

Afterward, on the 26th day of March A. D. 1890, a Proof of Publication was filed with the Clerk of said Court.

Catharine M. Ogden, Plaintiff
vs.
J. S. Robinson, Defendant. | Court of Common Pleas, Union County, Ohio.

The defendant is notified that the plaintiff on the 15th day of January 1890, filed a petition against him in the Court of Common Pleas of Union County, Ohio, to recover \$26.⁴⁰ with interest at 6 per cent. from January 10th 1890 on defendants promissory note made to the order of Mrs. C. S. Ogden for \$17.⁰⁰ dated August 2nd 1880 and payable 90 days after date, of which note the plaintiff is the owner and holder; that an order of attachment has been issued in said cause and levy made on defendants share or interest in the Samuel D. Robinson farm in Union County, Ohio, in which the defendant has the share of one-fifth as one of the heirs of said Samuel D. Robinson deceased.

The defendant is notified that he is required to answer on or before the 29th day of March 1890.
Catharine M. Ogden,
By her Attorneys Cole & Bales.

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 February 6th 1890.
A. J. Hare.

Printers fee \$11.³⁵
Sworn to and subscribed before me this 26th day of March 1890. (Seal) R. M. Crozy, Clerk.

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

Entry Catharine M. Ogden

vs.

Journal 15, Page 341.

1891

J. S. Robinson

This day this cause came on to be heard and the court being satisfied that due notice hath been given to the defendant of this action and that he is in default for answer and demurrer and that defendant is the owner of the one-fifth of the Samuel D. Robinson farm in Darby Township, Union County, Ohio, subject to the dower of his widow and that attachment has been duly levied on said one-fifth interest in said farm and said note mentioned is due plaintiff from said defendant does find for the plaintiff and that there is due plaintiff on said note with interest to the first day of this term, May 26th 1890 the sum of Twenty-seven dollars.

It is therefore considered and adjudged by the Court that the plaintiff Catharine M. Ogden recover of the defendant J. S. Robinson said sum of \$27.⁰⁰ with interest from May 26th 1890 and costs taxed to \$ - and that an order of sale issue to the Sheriff of this County to appraise, advertise and sell the said one-fifth interest of said Samuel D. Robinson farm subject to said dower and report his proceedings hereon if said defendant for ten days fails to pay said judgment interest and costs.

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 April, to-wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, to-wit, on the 29th day of September A. D. 1891, D. W. Ayers, Administrator filed in the Clerk's Office of the said Court of Common Pleas the following Petition against S. F. Robinson et al. D. W. Ayers, Administrator of the Estate of S. D. Robinson, Dec'd.

Petition

S. F. Robinson vs. N. P. Robinson
Plaintiff
Defendants

Court of Common Pleas
Union County, Ohio.

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II. The plaintiff for his first cause of action says he is the duly appointed Administrator of S. D. Robinson deceased letters were issued to him on August 4th 1887 on said estate by the Probate Court of Union County Ohio, when plaintiff duly qualified.

That the defendants are the owners of a two-fifths interest in about one hundred and eighty five acres of land in Darby Township of said County of Union Ohio, subject to the dower interest of Ann F. Robinson as one of the heirs of Samuel D. Robinson deceased said lands are now in the possession of said heirs and are bounded by the lands of William Wolford, L. M. Fairbanks, J. B. Galloway and J. D. Adams.

The said defendant S. F. Robinson is indebted to the estate of the said S. D. Robinson deceased in the sum of seven hundred and fifty dollars with interest thereon from the 15th day of October 1886. That on or about said day of October 1886 the defendant as the Agent of the S. D. Robinson deceased, collected a note and mortgage from persons in Greenfield Iowa, of the amount aforesaid and then promised to pay the same to the S. D. Robinson deceased, but has ever since failed, refused and neglected to so pay said sum or any part thereof to the said S. D. Robinson or any one for him although frequently requested to do so.

III Second Cause of Action:

The plaintiff says he is the appointed and qualified Administrator of S. D. Robinson deceased. That on the 4th day of August 1887 letters of administration on the estate of S. D. Robinson theretofore deceased intestate were by the Probate Court of Union County Ohio duly issued to the plaintiff, who thereupon qualified and entered on his duties as such Administrator.

The defendant is indebted to the plaintiff as such Administrator on a promissory note of which the following is a copy:

" \$200. Greenfield, Iowa, Oct. 20th 1880.

" On or before the 12th day of April, 1882, I for value received promise to pay S. D. Robinson or order Two hundred dollars at the Adair County Bank, Greenfield Iowa, with interest at 8 per cent. per annum from April 12th until paid.

And if this note is placed in the hands of any Attorney for collection, to pay reasonable Attorney fees for collection in addition thereto and if sued said fee to be entered up as part of the judgment.

The makers each waive presentation for payment protest and notice of non payment of this note and consent is hereby given that any Justice of the Peace may have jurisdiction on this note to any amount not exceeding three hundred dollars. S. F. Robinson.

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There are no credits or endorsements thereon.
There is due the plaintiff as such Administrator the sum of two hundred dollars with interest at 8 per cent. April 12th, 1851, which he claims, and for which sum he asks judgment against said defendant.

III Third Cause of Action.

On the 4th day of August 1857 letters of administration on the estate of S. D. Robinson theretofore deceased intestate were by the Probate Court of Union County, Ohio, duly issued to the plaintiff who thereupon duly qualified and entered on the duties of said office.

Defendant S. F. Robinson is indebted to plaintiff as such Administrator on a promissory note of which the following is a true copy.

" \$100." Plain City, Ohio, Feby. 15th, 1879.

On or before the 1st day of January 1880, I promise to pay to S. D. Robinson or order the sum of One hundred dollars with interest at 8 per cent. from date for value received.
Full. S. Robinson.

There are no credits or endorsements thereon.
There is due from the said defendant to the plaintiff as such Administrator the sum of One hundred dollars which he claims with interest at 8 per cent. from February 15th 1879 and for which he asks judgment.

IV Fourth Cause of Action.

On the 4th day of August 1857, letters of administration on the estate of S. D. Robinson theretofore deceased, intestate were by the Probate Court of Union County, Ohio, duly issued to the plaintiff who thereupon duly qualified and entered upon the duties of said office.

The defendants S. F. Robinson and N. P. Robinson are indebted to plaintiff as such Administrator on a promissory note of which the following is a true copy.

" \$1000." Greenfield, Iowa, Dec. 17th, 1882.

One year after date we promise to pay to the order of S. D. Robinson Ten hundred dollars at Plain City, Ohio, Int. 7% per annum from date. Value Received.
S. F. Robinson
N. P. Robinson

There are credits and endorsements on said note of \$60." April 1st, 1890 and \$100." April 1st, 1891.

There is due from the defendants on said note to the plaintiff as such Administrator the sum of One thousand dollars which he claims with interest at 7% per annum and for which plaintiffs ask judgment against said defendants.

Wherefore plaintiff asks judgment as such Administrator as prayed for in the foregoing several causes of action against said defendants on his first

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cause of action against S. F. Robinson for the sum of \$750.⁰⁰ with interest at 6% from October 15th, 1886, and judgment as prayed for in his second cause of action against S. F. Robinson for the sum of \$200.⁰⁰ with interest at 8% April 12th, 1881; and judgment against S. F. Robinson as prayed for in his third cause of action for the sum of One hundred dollars with interest thereon at 8% from February 15th, 1879; and judgment against W. C. Robinson and S. F. Robinson for One thousand dollars with interest at 7% per annum from December 17th, 1882 subject to said credit of \$100.⁰⁰ April 1st, 1890 and \$100.⁰⁰ April 1st, 1891.

D. W. Ayers,
Attorney for Plaintiff.

State of Ohio,
Union County, ss:

D. W. Ayers being first duly sworn says he is the plaintiff herein, that the facts stated and allegations in his foregoing true.

D. W. Ayers.

Sworn to before me and signed by the said D. W. Ayers in my presence this 29th day of September 1891.

(Seal) R. Mileroy, Clerk of Court.

Summons

6254

Afterward, on the 29th day of September A.D. 1891, a Summons was issued by the Clerk of said Court.

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

You are hereby commanded to notify S. F. Robinson and W. C. Robinson that they have been sued by D. W. Ayers Administrator of the estate of S. F. Robinson, dec'd. in the Court of Common Pleas of Union County, and must answer by the 31st day of October A.D. 1891, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 12th day of October A.D. 1891.

Witness my hand and the Seal of said Court,
This 29th day of September A.D. 1891.

(Seal) R. Mileroy, Clerk.

Sheriff's Return

6254

Endorsed: In action for \$750.⁰⁰ at 6% from October 15th, 1886; \$200.⁰⁰ at 8% from April 12th, 1881; \$100.⁰⁰ at 8% from February 15th, 1879; \$1000.⁰⁰ at 7% from December 17th, 1882 subject to a credit of \$60.⁰⁰ April 1st, 1890; and \$100.⁰⁰ April 1st, 1891.

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

| | |
|---------|-----|
| mileage | 200 |
| copies | 40 |
| Total | 240 |

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

Received this writ September 29th A.D. at 10 o'clock A.M. The within named defendants were not found in my County.

Thomas Martin, Sheriff.

Affidavit
for
Attachment

Afterward, on the 29th day of September A. D. 1891, an
Affidavit for Attachment was filed with the Clerk of Court,
D. W. Ayers, Administrator of the
Estate of S. D. Robinson, Decd.

Court Common Pleas
Union County, Ohio.

vs.
S. F. Robinson ^{Plaintiff} vs. N. P. Robinson
Defendant

State of Ohio.

Union County, ss: D. W. Ayers being duly sworn says that
this his action is brought on three promissory notes
and on indebtedness of \$750.⁰⁰ with interest on said
indebtedness at 6% from October 15th, 1886; one promissory
note for \$200.⁰⁰ interest at 8% from April 12th, 1881; one note
for \$100.⁰⁰ interest at 8% from February 15th, 1879; and one
note of \$1000.⁰⁰ at 7% annually against N. P. Robinson and
S. F. Robinson. That all of said claims are due and
just. That the defendants are non-residents of the
State of Ohio, and reside in the following places:
N. P. Robinson resides at Hope, State of Kansas;
S. F. Robinson resides at Kingston, Oklahoma; that they
are each the owner of an undivided one-fifth interest sub-
ject to the dower of Ann F. Robinson. That they are
two of the heirs of Samuel D. Robinson, deceased, and as
such are the owners of two undivided fifths in about
one hundred and eighty-five acres of land in Darby
Township of said County, joined by the lands of
J. D. Adams, J. B. Galloway, William Wolford and R. M.
Fairbanks. And he makes this affidavit for a
writ of attachment in said action because he says
service of summons cannot be had or made on the
said defendants in the State of Ohio.

D. W. Ayers.

Sworn to before me and signed in my presence
by the said D. W. Ayers this 29th of September 1891.
(Seal)

R. M. Leroy, Clerk.

Order of
Attachment

Afterward, on the 29th day of September A. D. 1891, an
Order of Attachment was issued by said Clerk of Court.

The State of Ohio

Union County, ss: Court of Common Pleas,
D. W. Ayers Admr.

vs.
S. F. Robinson ^{and} vs.
N. P. Robinson
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 defendants
S. F. Robinson and N. P. Robinson not exempt by law from
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tiff D. W. Ayers Administrator of the estate of S. D. Robinson

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deceased, or so much thereof as will satisfy his claim for \$750.00 with 6% interest from October 15th, 1886 and \$200.00 with 8% interest from April 12th, 1881 and \$100.00 with 8% interest from February 15th, 1879, and \$1000.00 at 7% from December 17th, 1882, subject to a credit of \$60.00 April 1st, 1890 and \$100.00 April 1st, 1891, and also for Fifty dollars, the probable cost of this action.

You will make due return of this order on the 12th day of October A. D. 1891.

Witness my hand and the Seal of said Court,
(Seal) This 29th day of September A. D. 1891.
R. Mileroy, Clerk.

Sheriff's Return

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

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| Services | 60 |
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Sheriff's Office, Union County, Ohio.
September 29th, A. D. 1891.

Received this order on the 29th day of September A. D. 1891, and in obedience to the command thereof, I did, on the 6th day of October A. D. 1891 in the presence of John G. Nicol and David Douglass two freeholders of said County, attach the property described in the Schedule marked "A" hereto attached and made part of this return; and having first administered to said freeholders the oath required by law to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A."

"Schedule A."
We, Thomas Martin Sheriff of Union County, and John G. Nicol and David Douglass, two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of S. F. Robinson and N. P. Robinson and herein after described as follows, viz: The undivided interest of S. F. Robinson and N. P. Robinson in the lands known as the S. D. Robinson farm in Darby Township, Union County, Ohio, said undivided interest being the portion inherited from their father S. D. Robinson deceased, in said lands. Said lands appraised at \$42.50 per acre.

Given under our hands this 6th day of October A. D. 1891.
Thomas Martin, Sheriff
John G. Nicol
David Douglass.

Afterward, on the 26th day of March A. D. 1892, a Proof of the Publication was filed with the Clerk of said Court to wit:

Proof of Publication of D. W. Ayers, Administrator of the Estate of S. D. Robinson, Deed.
 Plaintiff
 S. F. Robinson & N. P. Robinson
 Defendants

Legal Notice,
 Court Common Pleas,
 Union County, Ohio.

S. F. Robinson & N. P. Robinson whose place of residence is Hope, in the State of Kansas, and Remington, Oklahoma are hereby notified that said plaintiff has filed a petition against them in the Court of Common Pleas of Union County, Ohio, wherein the same is pending to obtain judgment for two thousand dollars (\$2000.00) with interest at eight per cent. from April 1st 1881, on note given by them of said date, and a writ of attachment issued therein on real property. Said case will be for hearing at the April Term of said Court.

Defendants are required to answer in said case on or before March 3rd 1892.

Jan. 27th 1892. D. W. Ayers, Administrator of Estate of S. D. Robinson, Deceased.

Printer's fee \$ 11.⁰⁰
 The State of Ohio,
 Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with January 27th 1892.

Sworn to and subscribed before me, this 26th day of March, 1892. (Seal) R. Mileroy, Clerk.

Afterward, on the 4th day of May A. D. 1892, an Entry was made on the Journal by the clerk of said Court.

Entry
 6257

D. W. Ayers, Admr. &c.
 vs.
 S. F. Robinson et al.
 Journal 16, Page 192.
 First Cause of Action.

This day this cause came on to be heard on the petition of the plaintiff and the Court being satisfied that due notice hath been given to the defendants of this action, and that the defendants are the owners of one-fifth each in the lands described in the plaintiff's petition, to wit: the S. D. Robinson farm in Darby Township, of said County of Union and State of Ohio, and subject to the dower of his widow and that attachment has been duly levied on said one-fifth interest of said S. F. Robinson in said lands and that the same is a first lien on said S. F. Robinson's one-fifth interest, and said sum mentioned in the plaintiff's first cause of action is due plaintiff from said defendant, doth find for the plaintiff and that there is due plaintiff on said first cause

Entry
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Therefore it is considered and adjudged by the Court that plaintiff recover of said defendant S. F. Robinson said sum of \$1093.75 with interest from this day (March 3rd, 1892) at 6% and costs taxed to \$-- and that an order of sale issue to the Sheriff of this County to appraise, advertise and sell the said one-fifth interest of said S. F. Robinson's farm subject to said dower and report his proceedings herein, if said defendant for 10 days fail to pay said judgment and costs.

Second Cause of Action

This cause coming on to be heard on the plaintiff's second cause of action set forth in his petition herein, and the Court being satisfied that due notice has been given to the defendant S. F. Robinson of this action and that the defendant is the owner of the one-fifth interest of the S. F. Robinson farm in the said County of Union, subject to the dower of his widow; and that attachment hath been duly levied on said one-fifth (1/5) interest in said farm and the same is a second lien in S. F. Robinson's one-fifth interest, and that on said note mentioned in said second cause of action there is due plaintiff as such Administrator the sum of \$392.00

Therefore it is considered and adjudged by the Court that plaintiff recover of said defendant said sum of \$392.00 with interest at 5% from this date of March 4th, 1892 and costs \$-- And that an order of sale issue to the Sheriff of Union County Ohio, to appraise, advertise and sell the said one-fifth of said S. F. Robinson farm subject to said dower and report his proceedings herein, if defendant S. F. Robinson does not pay said judgment in 10 days.

Afterward, on the 4th day of May A.D. 1892, an Entry was made on the Journal by the Clerk of Court D. W. Ayers, Admr.

Journal 16, Page 194.

Entry

S. F. Robinson et al.

Third Cause of Action

This cause of action coming on to be heard on the plaintiff's third cause of action set forth in his petition herein, and the Court being satisfied that due notice has been given to the defendants S. F. Robinson and W. P. Robinson of this action and that said defendant S. F. Robinson is the owner of one-fifth of the S. F. Robinson farm in said

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County of Union and as described in plaintiff's petition subject to the dower of his widow, and that attachment hath been duly levied on said two-fifths interest of N. P. Robinson and S. F. Robinson defendants herein in said farm, and that there is due to plaintiff on the note mentioned in the third cause of action herein to said plaintiff as Administrator the sum of \$204.⁰⁰ with interest at 8 per cent. from March 4th 1892, and that an order of sale issue to the Sheriff of Union County to appraise, advertise and sell the said one-fifth interest of the S. D. Robinson farm subject to the said dower and report his proceedings herein, if said defendant does not pay said judgment and costs in 10 days from this date.

And the Court further find that said judgment for said sum is a third lien on said S. F. Robinson's one-fifth interest in said S. D. Robinson farm.

Afterward, on the 4th day of May A. D. 1892, an entry was made on the Journal by the Clerk of Court, D. W. Myers, Admr.

Entry
6254

vs.
S. F. Robinson et al
Fourth Cause of Action.

Journal 16, Page 195.

This cause of action coming on to be heard on the plaintiff's fourth cause of action set forth in his petition herein, and the Court being satisfied that due notice has been given to the defendants S. F. Robinson and N. P. Robinson of this action and that said defendants are each owners of one-fifth of the S. D. Robinson farm, to wit: two-fifths thereof in said County of Union, subject to the dower of his widow, and that attachment hath been duly levied on the said two-fifths interest ($\frac{2}{5}$) in said farm, and that there is due on the note mentioned in said third cause of action to said plaintiff as such Administrator the sum of \$1660.⁰⁰ with interest at 7 per cent. per annum from March 4th 1892, and cost taxed to \$ -- and that an order of sale issue to the Sheriff of Union County to appraise, advertise and sell the said two-fifths interest of said S. D. Robinson farm subject to the said dower and report his proceedings herein, if said defendants S. F. Robinson and N. P. Robinson do not pay said judgment in 10 days.

And the Court find that said sum of \$1660.⁰⁰ is a lien on the said two-fifths interest of S. F. Robinson and N. P. Robinson in said lands of S. D. Robinson, deceased described in Plaintiff's petition.

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

Be it remembered that, heretofore, to-wit, on the 7th day of May A.D. 1889, Margaret Gwerner filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. S. Robinson, to-wit:
Margaret Gwerner, Plaintiff

Petition
5799

J. S. Robinson, Defendant | Court of Common Pleas
Union County, Ohio.

The plaintiff, Margaret Gwerner, says that she commenced an action of attachment before W. C. Malin, a Justice of the Peace in and for Paris Township Union County, Ohio, on the 2nd day of May A.D. 1889, and caused a writ of attachment to be issued by said Justice of the Peace against the goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant J. S. Robinson, which writ was accompanied by a summons, duly issued by said Justice of the Peace against the said defendant, which said writ of attachment and summons were delivered to A. M. Holycross, a constable of said Paris Township, who made due return of the said writ of attachment, endorsed as follows, to-wit: "Received this writ this 2nd day of May 1889. No property or effects found. The defendant is the owner of an undivided interest in land in said County of Union in the State of Ohio, in the possession of the heirs of Samuel D. Robinson, deceased, of which the defendant J. S. Robinson is an heir, being the Samuel D. Robinson farm situate in the County of Union in the State of Ohio. May 2nd, 1889. A. M. Holycross, Constable.

Said summons was afterwards, to-wit, on the 3rd day of May 1889, duly returned by said constable, endorsed as follows to-wit: "Received this writ May 2nd 1889, returned May 3rd, 1889. The within named defendant not found in said County of Union. A. M. Holycross, Constable.

A transcript of the proceedings before said Justice of the Peace in this action is duly filed in this Court for further proceedings thereon according to the Statute on such case made and provided.

The said plaintiff further says that there is due to her from the said defendant, on his promissory note described in said proceedings had before said Justice of the Peace, as aforesaid the sum of forty dollars and sixty cents, being the amount of principal

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due on said promissory note with the interest computed thereon to the 2^d day of May 1889, at the rate of eight per cent. The following is a true copy of said promissory note.

(S 1850) Marysville, Ohio, May 9th, 1874

Six months after date I promise to pay to the order of J. G. Gwerner Eighteen fifty - - - dollars, Value Received with Int. at 8% J. S. Robinson.

Plaintiff says that she is the legal owner and holder of said promissory note and that no part of the same has been paid, and that the costs accrued on the action and proceedings before the Justice of the Peace amount to the sum of four dollars and eighty-five cents.

Therefore the plaintiff asks judgment against the said defendant for the sum of forty dollars and sixty-six cents with interest thereon from the 2^d day of May 1889 at 8 per cent. and for the costs that have accrued and the costs that may accrue, and for such other proceedings in the premises as are provided by law.

The State of Ohio,
Union County, ss:

John B. Coats,
Attorney for Plaintiff.

Margaret Gwerner the plaintiff being sworn says that the facts stated in the foregoing petition are true as she verily believes.

Margaret Gwerner.

Sworn to by the said Margaret Gwerner before me and signed by her in my presence this 6th day of May A.D. 1889.
W. C. Malin, J.P.

Summons

5799

Afterward, on the 7th day of May A.D. 1889, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio,
Union County

To the Sheriff of said County:

You are hereby commanded to notify J. S. Robinson that he has been sued by Margaret Gwerner in the Court of Common Pleas of Union County, and must answer by the 8th day of June A.D. 1889, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

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

Witness my hand and the Seal of said Court,
(Seal) This 7th day of May A.D. 1889.
R. M. Leroy, Clerk.

Endorsed: In action for Attachment &c:

Sheriff's Return

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Affidavit for Attachment

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Sheriff's Return

And on the 10th day of May A.D. 1859, 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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| Mileage | 1 | 60 |
| Copy | | 20 |
| Total | 1 | 80 |

The State of Ohio,
Union County

Sheriff's Return

Received this writ May 7th A.D. 1859, at 10 o'clock

A. M. The within named J. S. Robinson not found in my County. Thomas Martin, Sheriff.

Affidavit for Attachment

Afterward, on the 7th day of May A.D. 1859, an Affidavit for Attachment was filed with the Clerk of Court.

The State of Ohio,
Union County, ss:

5799

Margaret Gwerner, Plaintiff

Court of Common Pleas.

vs.
J. S. Robinson, Defendant

I, Margaret Gwerner, make oath and say that the claim in this action is for an amount due on the promissory note given by the defendant to the order of J. S. Gwerner on the 9th day of May 1854 for the sum of \$15.⁵⁰ and payable in six months after date with interest at 8 per cent.

And I also make oath, that the said claim is just, and that I ought to recover thereon the sum of forty dollars and sixty-six cents and costs \$4.²⁵ already accrued as I verily believe; that the property about to be attached is not exempt from execution, and is not the personal earnings of the defendant for services rendered by him within three months prior to the commencement of said action; and that the defendant the said J. S. Robinson is a nonresident of the State of Ohio, and now a resident of the City of Chicago in the State of Illinois, and is the owner of an undivided interest as one of the heirs of Samuel D. Robinson, deceased in the Samuel D. Robinson farm situate in Darby Township, Union County in the State of Ohio. And she makes

this affidavit for the purpose procuring a writ of attachment against the real estate of the defendant, to be applied to the satisfaction of her said claim together with the costs of this proceeding, already accrued and also the costs that may accrue.

Margaret Gwerner.

I also make oath that the summons cannot be served on said defendant in the State of Ohio.

Sworn to and subscribed by the said Margaret Gwerner before me this 7th day of May A.D. 1859.
W. C. Mahin, J.P.

Order of Attachment

Afterward, on the 7th day of May A.D. 1859, an Order of Attachment was issued by the Clerk of said Court, to-wit:
The State of Ohio | Court of Common Pleas of
Union County | Union County

5799

Margaret Gwerner, Plaintiff

To the Sheriff of Union County,

J. S. Robinson, Defendant

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys, and effects of the defendant J. S. Robinson not exempt by law from being applied to the payment of the claims of the plaintiff Margaret Gwerner or so much thereof as will satisfy her claim for forty dollars and sixty-six cents, and also increased costs before J. C. of \$4.50, and also for fifty dollars the probable cost of this action.

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

Witness my hand and Seal of said Court, this 7th day of May A.D. 1889.

R. M. Leroy, Clerk.

Sheriff's Return

And on the 10th day of May A.D. 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

5799

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| Service | 30 |
| Copy | 30 |
| Mileage | 1.60 |
| Sum. Aprs. | 1.00 |
| Swear. | 1.20 |
| Convey. | 1.20 |
| Total | 5.90 |
| Apprais. fees. | 2.00 |

Sheriff's Office, Union County, Ohio.

May 8th, A.D. 1889.

Received this order on the 7th day of May A.D. 1889, and agreeably to the command thereof, I did, on the 8th day of May A.D. 1889 in the presence of John Douglass and Gottlieb Hegenderfer two freeholders of said County, attach the property described in the Schedule marked "A", here attached and made part of this Return, and having first administered to said freeholders the oath required by law, to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement as will fully appear by reference to said Schedule "A."

Schedule "A."

We, Thomas Martin, Sheriff of Union County, and John Douglass and Gottlieb Hegenderfer two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order, as the property of J. S. Robinson and hereinafter described as follows, viz: The one-fifth undivided part of the farm known as the Samuel D. Robinson in Darby Township, Union County, Ohio the said one-fifth interest in said farm being the interest of J. S. Robinson in said farm appraised at \$40.00 per acre.

1889.

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

Thomas Martin, Sheriff
John Douglass,
Gottlieb Hegenderfer.

Proof of Publication

5799

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Afterward, on the 18th day of July A.D. 1889, a Proof of Publication was filed with the Clerk of said Court, Margaret Gwerner, Plaintiff

Proof of Publication

5799

vs. J. S. Robinson, Defendant

Legal Notice.
Court of Common Pleas,
Union County, Ohio.

The defendant is notified that the plaintiff, on the 7th day of May 1889 filed a petition against him in the Court of Common Pleas, of Union County, Ohio, to recover \$40.⁰⁰ with eight per cent. interest from the 2nd day of May 1874 on defendant's promissory note made to the order of J. S. Gwerner for \$18.⁵⁰ and payable six months after the date thereof, with interest at eight per cent. which note plaintiff is the owner and holder, that an order of attachment has been issued in said cause and a levy made on defendant's share or interest in the Samuel D. Robinson farm in Union County, Ohio, in which the defendant has the share of one-fifth, as one of the heirs of said Samuel D. Robinson, deceased.

The defendant is notified that he is required to answer said petition on or before the 13th day of July 1889.

Margaret Gwerner

By John B. Coats, her Attorney.

May 22nd 1889.
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 22nd, 1889.

N. O. Shearer.

Sworn to and subscribed before me, this 18th day of July 1889. (Seal) R. Mileroy, Clerk.

Afterward, on the 11th day of November A.D. 1889, an Entry was made on the Journal by the Clerk of Court, Margaret Gwerner

Entry

5799

vs. J. S. Robinson

Journal 15, Page 177.

This day this cause came on to be heard on the petition of the plaintiff, the proceedings, exhibits and testimony therein, and the defendant J. S. Robinson having failed to appear and answer or demur to said petition and proceedings, thereupon this cause was submitted to the Court and the Court being fully advised in the premises find that due notice has been given to the said defendant of the pendency of this action and proceedings herein, and that he was required to answer thereto on the 13th day of July

A. D. 1889.

And the Court do further find that there is due to the plaintiff, Margaret Gwerner on the promissory

note of the said defendant in the petition described the sum of Forty dollars and sixty-six cents with interest at eight percent, from the 2^d day of May A.D. 1859, as in said petition alleged, making the whole amount now due of principal and interest, the sum of Forty one dollars and forty cents.

It is therefore considered, ordered and adjudged by the Court, that the plaintiff recover of the defendant the said sum of Forty one dollars and forty cents as aforesaid found due, and also the costs in and about this cause in this behalf expended taxed to - - dollars and - - cents.

And the Court further find that the said defendant is the owner of the one undivided one fifth interest the Samuel D. Robinson farm situate in the County of Union and State of Ohio, as described in said petition, subject to the dower estate therein of the widow of Samuel D. Robinson, deceased, and that attachment proceedings in this action has been duly levied on said one fifth interest of the defendant in said farm subject to dower as aforesaid.

It is therefore further considered ordered and adjudged by the Court that in case that the defendant shall fail for ten days from this date to pay the amount of this judgment, interest and costs, that an order of sale issue to the Sheriff of this county, requiring him to appraise, advertise and sell the said undivided one fifth interest of the defendant in said Samuel D. Robinson farm subject to dower as aforesaid to pay said judgment, interest and costs and report his proceedings therein to this Court.

Attest
R M Ervy
 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. Brock Judge of said Court, of the Term of November, to wit, on the 4th day of November in the year of our Lord one thousand eight hundred and eighty nine.

Be it remembered that, heretofore, to wit, on the 11th day of October A.D. 1859, Olive S. Robinson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. S. Robinson to wit:

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Olive A. Robinson, Plaintiff

vs.

Court of Common Pleas
Union County, Ohio.

J. S. Robinson, Defendant

The plaintiff says for first cause of action: The defendant is the owner of a one-fifth interest in about one hundred and eighty five (185) acres of land in Darby Township of said Union County, Ohio (and subject to the dower interest of Ann F. Robinson) as one of the heirs of Samuel D. Robinson deceased. Said lands are now in the possession of said heirs and is bounded by the lands of William Wolford, Monroe Fairbanks, J. B. Galloway and J. J. Adams. Defendant is indebted to plaintiff on a promissory note of which the following is a copy. There are no credits or endorsements thereon.

" \$150. Chicago Ill. Nov. 1st, 1887.

" Twelve months after date for value received I promise to pay to the order of Olive A. Robinson One hundred and fifty dollars, at 161 La Salle St. Chicago, with interest at 8 per cent. per annum after date until paid.

" And to secure the payment of said note I hereby authorize irrevocably any Attorney of any Court of Record to appear for me in such Court in term time or vacation, at any time hereafter and confess a judgment without process in favor of the holder of this note, for such amount as may appear to be unpaid thereon together with costs and 10 dollars Attorneys fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon such judgment hereby ratifying and confirming all that said Attorney may do by virtue thereof.

J. S. Robinson.

On which note there is due from the defendant to the plaintiff the sum of one hundred and fifty dollars which she claims with interest at 8 per cent. from November 1st, 1887.

III Second Cause of Action:

Defendant is indebted to plaintiff on a promissory note of which the following is a copy, there are no credits nor endorsements thereon.

" \$150. Chicago, March 1st, 1887.

" One year after date for value received I promise to pay to the order of Olive A. Robinson the sum of one hundred and fifty dollars with interest at the rate of 8 per cent. interest after date until paid for value received.

J. S. Robinson.

There is due plaintiff from the defendant on such note the sum of one hundred and fifty dollars which she claims with interest at 8 per cent. from March 1st, 1887.

III Third Cause of Action:

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That the defendant is indebted to plaintiff in the sum of \$40.00 for money furnished to the defendant at his request, and which he promised to pay, no part of which has been paid, which sum of \$40.00 with interest thereon from January 1st, 1887 she claims.

Wherefore plaintiff asks judgment against the defendant for \$150.00 with interest at 8 per cent. November 1st, 1887 and judgment for \$150.00 with interest at 8 per cent. from March 1st, 1887 and judgment for \$40.00 with interest thereon from January 1st, 1887.

State of Ohio,
Union County, ss:

D. W. Ayers,
Attorney for Plaintiff.

D. W. Ayers being first duly sworn says that he is the Attorney of the plaintiff duly authorized herein, that the above pleading is founded upon a written instrument for the payment of money, which instrument is now in affiant's possession. That the plaintiff now absent from said County of Union. That the facts stated in the above pleading are as affiant believes true.

D. W. Ayers,

Sworn to before me and signed by the said D. W. Ayers in my presence this 11th day of October A. D. 1889.
(Seal) R. M. Leroy, Clerk of Courts.
To Clerk:

Issue Order of Attachment in above case to Sheriff Union County, Ohio, advertise &c.

D. W. Ayers, Attorney for Plaintiff.

Summons
5868
Afterward, on the 11th day of October A. D. 1889, a Summons was issued by the Clerk of said Court, to wit:
The State of Ohio,
Union County, ss:

To the Sheriff of said County:
You are hereby commanded to notify J. S. Robinson that he has been sued by Olive S. Robinson in the Court of Common Pleas of said Union County, and that unless he answer by the 4th day of November A. D. 1889, the petition of the said plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment taken accordingly.

You will make due return of this summons on the 21st day of October A. D. 1889.

Witness my hand and the seal of said Court,
(Seal) This 11th day of October A. D. 1889.

R. M. Leroy, Clerk.

Endorsed: In action for Attachment. Amount claimed \$150.00 with 8% from November 1st, 1887, and \$150.00 with 8% from March 1st, 1887.

And on the 17th day of October, A. D. 1889, 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
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Affidavit for Attachment

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Order of Attachment of A. W.

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Sheriff's Return

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| Mileage | 1.60 |
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The State of Ohio,
Union County, ss:

Sheriff's Return.

Received this writ October 11th, A.D. 1889, at One o'clock P.M. The within named J.S. Robinson was not found in my County.

Thomas Martin, Sheriff.

Affidavit for Attachment

Afterward, on the 11th day of October A.D. 1889, an Affidavit for Attachment was filed with the Clerk of said Court. Olive Robinson, Plaintiff

vs.
J.S. Robinson, Defendant

Court of Common Pleas,
Union County, Ohio.

5868

The undersigned, D. W. Ayers being duly sworn says this action is brought on two promissory notes of the defendants to the plaintiff for \$150.00 each, dated November 1st, 1887 and March 1st, 1887, and bearing 8 per cent. interest after date. That said claim is due and is just. That defendant is not a resident of the State of Ohio but is a resident of Chicago the State of Illinois, and is the owner of an undivided one-fifth interest subject to the dower of Ann F. Robinson, as one of the heirs of Samuel D. Robinson, deceased, in the Samuel D. Robinson farm consisting of about 185 acres in Darby Township, Union County, Ohio. And he makes this Affidavit for a Writ of Attachment in said action because he says service of Summons cannot be had or made on the said defendant in the State of Ohio.

D. W. Ayers.

Sworn to before me and signed in my presence by the said D. W. Ayers this 11th day of October A.D. 1889.
R. M. Leroy, Clerk of Court,
(Seal)

Order of Attachment

Afterward, on the 11th day of October A.D. 1889, an Order of Attachment was issued by the Clerk of said Court:

5868

The State of Ohio,
Union County, ss:
Olive A. Robinson, Plaintiff

Court of Common Pleas,
Union County, Ohio.

To the Sheriff of Union County:

vs.
J.S. Robinson, Defendant

You are commanded to attach and safely keep the lands, tenements, goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the defendant J.S. Robinson not exempt by law from being applied to the payment of the claims of the plaintiff Olive A. Robinson or so much thereof as will satisfy her claim for one hundred and fifty (\$150.00) dollars with 8% from November 1st, 1887 and also \$150.00 with 8% from March 1st 1887 and also for fifty dollars, the probable cost of this action.

You will make due return of this writ on the 21st day of October A.D. 1889.
Witness my hand and the Seal of said Court, this 11th day of October A.D. 1889. (Seal)
R. M. Leroy, Clerk

Sheriffs
Return

5868

And on the 17th day of October A. D. 1889, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

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| Service | 30 |
| Duty | 50 |
| Copy | 30 |
| Mileage | 160 |
| Sum. Aprs. | 120 |
| Swear. &c. | 150 |
| Inventory &c. | 20 |
| Total | 560 |
| Appris. fees | 200 |

Sheriff's Office, Union County, Ohio.
October 11th, A. D. 1889.

Received this order on the 11th day of October A. D. 1889, and agreeably to the command thereof I did, on the 17th day of October A. D. 1889 in the presence of John Douglass, and J. D. Adams two freeholders of said County, attach the property described in the Schedule marked "A." hereto attached and made part of this return, and having first administered to said freeholders the oath required by law to make a true inventory and appraisement of said property, we proceeded to make such inventory and appraisement, as will fully appear by reference to said Schedule "A."

"Schedule "A."

We, Thomas Martin, Sheriff of Union County, and John Douglass and J. D. Adams two freeholders of said County, do truly inventory and appraise the property attached under the foregoing order as the property of J. S. Robinson and hereinafter described as follows: The interest of J. S. Robinson in the farm in Darby Township, Union County Ohio known as the Samuel D. Robinson farm in which said J. S. Robinson as one of his heirs has one undivided one fifth part, subject to the dower of the widow of said Samuel D. Robinson, deceased. The said one fifth interest of said J. S. Robinson in said farm, subject to said dower appraised at \$45.⁰⁰ per acre.

Given under our hands this 15th day of October A. D. 1889.
Thomas Martin, Sheriff
John Douglass
J. D. Adams.

Proof of
Publication

5868

Afterward, on the 31st day of December A. D. 1889, a Proof of Publication was filed with the Clerk of said Court.
Olive A. Robinson, Plaintiff

Legal Notice.
Court of Common Pleas,
Union County, Ohio.

J. S. Robinson, Defendant
The defendant is notified that plaintiff has filed a petition against him in said Court to recover \$300.⁰⁰ with interest at 8 per cent. from November 1st, 1887, on \$150.⁰⁰ and interest at 8 per cent. on \$150.⁰⁰ from March 1st, 1887, and \$50.⁰⁰ with interest from April 1st, 1886. A writ of attachment has been issued in said cause and a levy made on defendant's interest in the Samuel D. Robinson's farm in Darby Township Union County, Ohio, in which the defendant has the share of one fifth as one of the heirs of Samuel D. Robinson, deceased. Defendant is notified to answer said petition on or before the 9th day of December A. D. 1889.

D. H. Ayers,
Attorney for Plaintiff.

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State of Ohio,
County of Union, ss.

I, N. H. Stoutt, do make oath that the advertisement of which the annexed is a copy, was published for six consecutive weeks, beginning October 31st, A. D. 1889 in The "Richwood Gazette" a weekly newspaper, printed in and being of general circulation within said County, and of which I am Editor.

Sworn to and subscribed before me this 30th day of December A. D. 1889.

(Seal) Notary Public.

Afterward, on the 7th day of January A. D. 1890, an Entry was made on the Journal by the Clerk of said Court.

Olive A. Robinson

Journal 15, Page 234.

J. S. Robinson

This day came on this cause to be heard, and the Court being satisfied due notice hath been given to defendant of this action; and that the defendant is the owner of the one fifth of the S. D. Robinson farm, situated in Darby Township, Union County, Ohio, consisting of about 185 acres, bounded on the south by the lands of J. B. Galloway, on the west by the lands of William Wolford and L. M. Fairbanks, and on the north and east by the lands of said Fairbanks and J. D. Adams subject to the dower of the widow of J. D. Robinson deceased.

And that attachment hath been duly levied on said one-fifth interest in said farm and said notes and money mentioned is due plaintiff from said defendant, doth find for the plaintiff, and that there is due plaintiff on said notes and money loaned the sum of \$400.⁰⁰ Therefore it is considered and adjudged by the Court that plaintiff recover of said defendant said sum with interest at 8 per cent. from date and costs taxed to \$- - and that an order of sale issue to the Sheriff of the County to appraise, advertise and sell the said one-fifth of said S. D. Robinson farm subject to the said dower and report his proceedings herein, if said defendant for ten days fail to pay said judgment, interest and costs.

Attest
R. M. Croy
Clerk

Entry
5-568

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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 October, to-wit, on the 24th day of October in the year of our Lord one thousand eight hundred and eighty-seven.

Be it remembered that, heretofore, to-wit, on the 10th day of September A.D. 1887, C. D. Pitts filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. M. Hoskins et al. to-wit:

C. D. Pitts, Plaintiff
vs.
J. M. Hoskins, H. C. Hoskins,
William M. Ayers, Michigan
Mutual Life Insurance
Company, Bank of Richmond,
Robinson & Robinson,
Richwood Deposit Bank,
J. D. Jolliff Defendants

Court of Common Pleas
Union County, Ohio.

Petition

5373

Plaintiff says: on May 5th A.D. 1884 one Philip M. Hawn recovered a judgment by the consideration of this Court against J. M. Hoskins and H. C. Hoskins principals and this plaintiff C. D. Pitts as surety for the sum of five hundred ninety-three and ²¹/₁₀₀ dollars and costs of suit.

That on the 31st day of March A.D. 1887 the plaintiff herein paid the said judgment on that day, amounting with interest at 8% to the sum of seven hundred thirty-nine ³/₄ ⁵/₁₀₀ dollars (\$739.²⁵) and costs thirty-six ³/₄ ²⁷/₁₀₀ dollars (\$36.⁶⁷) making a total sum by this plaintiff paid on the said 31st day of March A.D. 1887 of seven hundred seventy-five and ⁷⁰/₁₀₀ dollars (\$775.⁷⁰) which plaintiff has paid as surety as aforesaid.

On the said 31st day of March A.D. 1887 the said P. M. Hawn made an assignment of said judgment for and in consideration of the payment of said sum of \$775.⁷⁰ by the said plaintiff herein C. D. Pitts to the plaintiff herein and by reason of said assignment said plaintiff is the owner and holder of said judgment.

Plaintiff further says that on the said 5th day of May A.D. 1884, an execution was issued by Clerk of this Court in case of said P. M. Hawn plaintiff vs. J. M. Hoskins H. C. Hoskins and this plaintiff C. D. Pitts directed to the Sheriff of said County and who by virtue of said writ made a levy upon the following described premises, to-wit:

Situate in the County of Union, State of Ohio, and in the incorporated Village of Magnetic Springs Being all of lots nos 109-112-127-128-129-132-133-134-135-136 and said Sheriff made return of said writ without sale of said premises on said writ. That afterwards

to wit, with the said Sheriff a full Spring 1880 was received on April by the said Sheriff and directed upon of said of Mr. V. M. S. viz. Hoskins thence corner with s thence corner with Bokes ders. thence poles the to Court hereto Hoskins Bellefo easter longm west l of J. M. N. 21st thence ing to and S witness

to wit, on the 16th of August A.D. 1876 a Vendic Execution with clause was by the Clerk of this Court issued in the said case of Brown vs. Hoskins et al. directed to the Sheriff of said County and under which said execution a further levy was made upon lots in said Magnetic Springs, to wit, lots numbered 105-108-111-137-138-139 and 140. And afterward to wit, September 11th, 1876 said writ was returned without sale of said premises and the execution unsatisfied.

Plaintiff further says that afterwards, to wit, on April 14th, A.D. 1877 after the payment of said claim by the plaintiff, the plaintiff caused execution to issue and execution was issued by the Clerk of said Court directed to Sheriff of said County and levy made upon the following described premises as the property of said H. C. Hoskins.

Situate in the Township of Leesburg, County of Union and State of Ohio and known as part of V. M. Survey N^o 3676 bounded and described as follows, viz. Beginning at the N.W. corner of lands of J. M. Hoskins and in the center of the Mills John road; thence with the center of said road N. 7¹/₂ E. to the S.W. corner of a 30 acre tract belonging to A. B. Delsood; thence with said Delsood's S. line 24³³ poles to his S.E. corner; thence with said Delsood's E. line 24 poles to the N.E. corner and in the line of J. C. M^{rs} Brides land; thence with M^{rs} Brides line in north-easterly direction to Boker's creek; thence down the creek with the meanders thereof to the N.E. corner of J. M. Hoskins lands; thence with J. M. Hoskins north line N. 86⁰⁰ - W. 108⁴⁴ poles to the beginning containing 40⁶⁵ acres.

Excepting therefrom about 2¹/₂ acres added to the town of Magnetic Springs.

Also, a two acre tract situate in same Township County and State bounded and described as follows:

Beginning at the S.E. corner of a two acre tract heretofore deeded to C. Franklin and others by Richard Hoskins and in the center of the Delaware and Bellefontaine road; thence with the center of said road easterly 21⁰⁰ poles to the S.W. corner of a 44 acre tract belonging to J. M. Hoskins; thence with said Hoskins west line N. 7¹/₂ - E. 16 poles to the S.E. corner of the lands of J. M. Hoskins; thence with J. M. Hoskins line N. 87¹/₂ - W. 21⁰⁰ poles to the N.E. corner of said Franklin's land; thence with Franklin's E. line to the beginning containing two (2) acres.

Also a six acre tract situate in said Township, County and State and described as follows:

Beginning at a stake in the center of Boker's creek witness J. Hymus and S.W. corner to May Black's land:

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thence with her west line N. 9° E. 24 poles to a stake on the south bank of a thoroughfare: thence with the south of said thoroughfare S. 67° E. 24 poles: thence S. 61° E. 5 poles to the center of said Bokus Creek: thence up the Creek with the meanderings thereof to the beginning containing six (6) acres - making in all the three tracts of land 46 ³/₁₀₀ acres be the same more or less but subject to all legal highways.

Plaintiff says that said judgment is wholly unpaid or in any way satisfied: that same is now in full force and was for a full fair and valuable consideration transferred assigned and set over unto this plaintiff by the said Philip M. Brown.

This plaintiff therefore asks a decree for the said sum of seven hundred seventy five ⁷/₁₀₀ ⁷⁰/₁₀₀ dollars with interest on same at 8% per annum from the 31st day of March A. D. 1887 that said premises be ordered to be sold for the payment of said claim. That the several parties named as defendants, who plaintiff is informed hold or claim to hold some lien on said premises be made parties defendant to these proceedings and be required to answer setting up their claims be marshalled in the order of their priorities and for all such other and further relief as the case may require.

Robinson & Piper,
Attorneys for Plaintiff.

State of Ohio,
Union County, ss: |

L. Piper being duly sworn says that he is one of the Attorneys of the plaintiff E. D. Pitts fully authorized in the premises that the said plaintiff is a non resident of said County and State and is now absent therefrom, and that the facts stated and allegations in the foregoing petition are as affiant believes true.

L. Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 10th day of September A. D. 1887.

John D. Burgner, Clerk.

Waiver

We hereby waive the issuing and service of process and enter our appearance in this case.

W^m M. Ayers, by Brodrick & McCampbell Atty
H. C. Hoskins,
J. M. Hoskins, by H. C. Hoskins,
Connecticut Mutual Life Ins Co.
By F. B. Fulton its Attorney
J. L. Jolliff, by F. B. Fulton
Richwood Deposit Bank
By W. H. Conkright, President.

Answer of E. D. Pitts

5373 J. M. Hoskins et al.

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Answer E. D. Pitts

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Answer

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Afterward, on the 15th day of October A. D. 1857, an Answer was filed with the Clerk of said Court, to wit:

E. D. Pitts, Plaintiff

vs.

J. M. Hoskins, H. C. Hoskins et al. Defendants.

The State of Ohio, Union County Court of Common Pleas.

And now comes the said defendant H. C. Hoskins, and for answer herein says: That it is not true as alleged in the petition of the plaintiff, that Philip Hearn, on the 5th day of May 1854, recovered a judgment against the defendants J. M. Hoskins and H. C. Hoskins as principals and the said E. D. Pitts as surety, for the sum of \$593.²¹ and costs of suit, but this defendant says that the said judgment was against the defendant J. M. Hoskins as principal and H. C. Hoskins and E. D. Pitts as sureties for the said J. M. Hoskins.

This defendant says that he was a co-surety with the said plaintiff E. D. Pitts and that the only relief that the said plaintiff is entitled to herein is against him as such co-surety.

Wherefore this defendant asks the Court to grant no relief to said plaintiff except as co-surety with this defendant.

J. B. Dutton, Attorney for H. C. Hoskins.

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

H. C. Hoskins being first duly sworn according to law says that the facts stated and allegations of his foregoing answer are true as he verily believes.

H. C. Hoskins.

Sworn to before me and subscribed in my presence by the said H. C. Hoskins this 13th day of October 1857.

J. D. Joliff, Notary Public.

(Seal)

Answer

by Cross Petition

of

Conn. Mut. Life Ins. Co.

5373

Afterward, on the 15th day of October A. D. 1857, an Answer & Cross Petition was filed with the Clerk of Court.

E. D. Pitts, Plaintiff

vs.

J. M. Hoskins et al. Defendant.

The State of Ohio, Union County Court of Common Pleas.

And now comes the Connecticut Mutual Life Insurance Company and for answer herein says: That on the 27th day of December 1853 the defendant H. C. Hoskins under the name of Henry C. Hoskins, executed and delivered to it his promissory note for the sum of five hundred dollars payable five years after date, with 8 per cent. interest thereon after maturity, that said note had ten coupon notes attached thereto, representing the interest on the said note to maturity, each for the sum of \$17.⁵⁰ and due in 6, 12, 18, 24, 30, 36, 42, 48, 54 & 60 months respectively from date, and each bearing 8 per cent. interest thereon.

after maturity, and each signed by the said Henry C. Hoskins; that to secure the payment of the said note and coupons the defendant Henry C. Hoskins and Rebecca A. Hoskins his wife on the said 27th day of December executed and delivered to said Connecticut Mutual Life Insurance Company their mortgage deed of that date and thereby conveyed to said Life Insurance Company in fee simple the following described premises:

Situated in the County of Union in the State of Ohio, and known as a part of Virginia Military Survey No. 3676 bounded and described as follows, viz.

Beginning at the north-west corner of the lands of J. M. Hoskins and in the center of the Mills John road; thence with the center of said road north $4^{\circ} \frac{1}{2}$ east to the south-west corner of a 3 acre tract belongin to A. B. Delgood; thence with said Delgood's south line 24. ³³ poles to his south-east corner; thence with said Delgood's east line 24 poles to his north-east corner and in the line of J. E. McBridge's land; thence with McBridge's line in a northeasterly direction to Bokis creek; thence down the creek with the meanderings thereof to the north-east corner of J. M. Hoskins' land; thence with J. M. Hoskins north line north 86° west 108. ⁴⁷ poles to the beginning, containing 40. ⁶⁵ acres, excepting therefrom about 2 ¹/₂ acres added to the town of Magnetic Springs.

Also a two acre tract bounded and described as follows: Beginning at the south-east corner of a two acre tract heretofore deeded to C. Franklin and others by Richard Hoskins and in the center of the Delaware and Bellefontaine road; thence with the center of said road easterly 21. ⁵⁰ poles to the south west corner of a 44 acre tract belonging to J. M. Hoskins; thence with said Hoskins (J. M.) west line north $7^{\circ} \frac{1}{2}$ east 16 poles to the south-east corner of the lands of J. M. Hoskins; thence with J. M. Hoskins south line north $57^{\circ} \frac{1}{2}$ west 21. ⁶⁰ poles to the north-east corner of said Franklins land; thence with Franklins east line to the beginning containing 2 acres.

Also a tract of 6 acres bounded and described as follows: Beginning at a stake in the center of Bokis creek, witness two lymns, and south-west corner to Mary Blakes land; thence with her west line N. 9° E. ²⁴ poles to a stake on the south bank of a thoroughfare; thence with the south bank of said thoroughfare south 59° E. 24 poles; thence S. 61° E. 5 poles to the center of said Bokis creek; thence up the center of said creek with the meanderings thereof to the beginning containing 6 acres, being all 46. ¹⁵ acres.

That said mortgage had a condition therein written among others, that if the said Henry C. Hoskins should well and truly pay each of the said coupons when

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and as they respectively become due and the principal note of five hundred dollars when it should become due, then said mortgage deed should be void; but if said coupons were not paid at maturity said mortgage debt of \$500. should become due at option of mortgagee without notice to mortgagor, and otherwise to be and remain in full force and virtue in law.

That said mortgage deed was deposited with the Recorder of Union County, Ohio, for record on the 4th day of February 1884, at 3 1/2 clock P.M. and was afterward recorded in Volume 17, Page 290 of the Records of Mortgages for said Union County, Ohio.

That the first five coupons have been paid, but the coupon for \$17.⁵⁰ due December 27th, 1886 and the coupon due June 27th, 1887 for \$17.⁵⁰ have not either of them been paid and that there is now due to said Connecticut Mutual Life Insurance Company from said Henry C. Hoskins the sum of \$17.⁵⁰ with 8 per cent. interest thereon from December 27th, 1886 and \$17.⁵⁰ with 8 per cent. interest thereon from said June 27th, 1887, and the said sum of five hundred dollars with 8 per cent. from June 27th, 1887 and 1% from December 27th, 1886 to June 27th, 1887, and that by the reason of the non-payment of the said coupons and principal note due as aforesaid the said mortgage has become absolute and subject to foreclosure.

The said Connecticut Mutual Life Insurance Company further says that Rebecca A. Hoskins wife of the said Henry C. Hoskins is a necessary party herein and said Company prays she may be made a party defendant herein and be brought into Court by legal process.

Wherefore said Company prays that unless the said Henry C. Hoskins pays or causes to be paid to it the amount due as aforesaid within a short day to be named by the Court that an order issue to the Sheriff of Union County, Ohio, commanding him to cause the said premises described herein to be appraised, advertised and sold according to law and that he bring the proceeds into Court to await further order.

J. B. Fulton, Attorney for the Connecticut Mutual Life Insurance Co.

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

J. B. Fulton, being first duly sworn according to law says that he is the Attorney for the said Connecticut Mutual Life Insurance Company duly authorized in the premises: That said Company is a non resident of this County of Union, Ohio, and now absent therefrom, and that he believes the facts stated and allegations of the foregoing answer and cross-petition are true.

J. B. Fulton.

Sworn to before me and subscribed in my presence

by the said T. B. Fulton this 18th day of October 1887.

Waiver

I hereby waive the issuing and service of Summons and enter my appearance herein this 14th day of October 1887.
Rebecca A. Hoskins.

Afterward, on the 24th day of October, A.D. 1887, an Entry was made on the Journal by the Clerk of said Court,
E. D. Pitts

Entry

vs. Journal 14, Page 312.
J. M. Hoskins et al

6373

This day on motion to the Court and it being made to appear that Rebecca A. Hoskins wife of the defendant Henry C. Hoskins is a necessary party, it is by the Court ordered that she be made a party defendant herein.

Answer

Plaintiff

of

Wm. M. Ayers

vs.

J. M. Hoskins et al.

Defendants

6373

Afterward, on the 5th day of April A.D. 1888, an Answer & Cross-Petition was filed with the Clerk of said Court,
E. D. Pitts, Plaintiff

vs. In the Court of Common Pleas,
J. M. Hoskins et al. Union County, Ohio.
Defendants

And now comes the said defendant William M. Ayers and for answer by way of cross-petition to plaintiff's petition herein filed says: That at the May Term 1884, to-wit; May 5th, 1884 of this Court he obtained a judgment against the said defendants J. M. Hoskins and H. C. Hoskins for the sum of six hundred and one ⁷⁵/₁₀₀ dollars.

That said judgment is still in full force, unreversed and unsatisfied and no part thereof has been paid. On the 5th day of August A.D. 1886, an execution was duly sued out of this Court upon said judgment and the same was on the said 5th day of August A.D. 1886 levied on the real estate described in said petition.

This defendant therefore asks that if said premises are sold his rights be fully protected and for all other and proper relief in the premises.

Brodrick & McLaughlin, Attorneys for Defendant W. M. Ayers.
The State of Ohio,
County of Union ss:

John M. Brodrick, being sworn makes oath that he is one of the Attorneys for said defendant William M. Ayers, duly authorized. That said William M. Ayers is a non-resident of said Union County Ohio, and that the facts stated in the foregoing answer & cross-petition are as affiant believes true.

John M. Brodrick,
Sworn to by said John M. Brodrick, before me and signed by him in my presence this 5th day of April A.D. 1888.
A. M. Hervey.

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vs.

J. M. Hoskins et al.

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Afterward, on the 9th day of January A.D. 1855, an entry was made on the Journal by the Clerk of Court: E. D. Pitts

Journal 14, Page 381.

vs. J. M. Hoskins et al

This day this cause came on to be heard upon the answer and cross-petition of the Connecticut Mutual Life Insurance Company and the exhibits & testimony, it appearing that all the parties are properly before the Court and that the defendants H. C. Hoskins and Rebecca A. Hoskins have not answered, demurred or otherwise objected to the said answer and cross-petition of the said Connecticut Mutual Life Insurance Company but have made default.

On consideration whereof and the Court being fully satisfied in the premises finds all the allegations of the said answer and cross petition to be true and that there is now due and owing thereon from the defendants Henry C. Hoskins and Rebecca A. Hoskins, interest being computed to the 1st day of the present term the sum of five hundred and fifty-two $\frac{2}{4}$ $\frac{2}{100}$ dollars and that said amount should draw eight per cent. interest from the 1st day of the present term of Court. It is therefore ordered, adjudged, and decreed that unless the said Henry C. Hoskins or Rebecca A. Hoskins pay or cause to be paid to said Connecticut Mutual Life Insurance Company the amount found due as aforesaid within 5 days from the entry hereof and to the Clerk of this Court the costs herein, that an order issue to the Sheriff commanding him to cause said premises to be appraised, advertised and sold according to law and that he bring the proceeds into Court to await further order.

Order of Sale

5873

Afterward, on the 21st day of January, A.D. 1855, an Order of Sale was issued by the Clerk of said Court, The State of Ohio, Union County, ss: To the Sheriff of said County, Greeting:

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 9th day of January A.D. 1855, in the cause of E. D. Pitts, Plaintiff, and J. M. Hoskins et al. Defendant, said Connecticut Mutual Life Insurance Company obtained a judgment or decree against the said H. C. Hoskins for the sum of five hundred and fifty-two $\frac{2}{4}$ $\frac{2}{100}$ dollars.

And whereas, it was then and there by said Court ordered, adjudged and decreed, that the said H. C. Hoskins shall within five days from the 9th day of January A.D. 1855, pay unto the said Connecticut Mutual Life Insurance Company the said sum of five

hundred and fifty-two ¹⁰⁰/₁₀₀ dollars with interest from 24th day of October A. D. 1887, at the rate of eight per cent. per annum, and to the clerk of this Court the costs of this action herein, taxed to \$- - and upon default to pay the same, that an order of sale issue to the Sheriff of this County commanding him to proceed according to the Statute regulating judgments and executions at law, to sell the real estate described in plaintiff's petition.

And whereas, the 5 days aforesaid have fully expired and the said sum of \$- with interest, and costs have not been paid as aforesaid, as appears to us of record.

You are therefore commanded to proceed, and appraise, advertise and sell, as aforesaid, the following lands and tenements, to wit: Situated in the County of Union and State of Ohio, bounded and described as follows: Known as part of the Virginia Military Survey N^o: 3696. Beginning at the north west corner of the lands of J. N. Hoskins and in the center of the Mills John road: thence with the center of said road north 9¹/₂° E. to the south west corner of a 3 acre tract belonging to A. B. DeSord: thence with said DeSord's south line 24.33 poles to his south east corner: thence with said DeSord's east line 24 poles to his north east corner, and in the line of J. E. McBride land: thence with McBride's line in a northerly direction to Boker's creek: thence down the creek with the meanderings thereof to the north east corner of J. N. Hoskins land: thence with J. N. Hoskins north line north 86° west 108.74 poles to the beginning, containing 40.65 acres. Excepting therefrom about 2 1/2 acres added to the town of Magnetic Springs.

Also a 2 acre tract bounded and described as follows: Beginning at the south east corner of a two acre tract heretofore deeded to C. Franklin and others by Richard Hoskins and in the center of the Delaware and Bellefontaine road: thence with the center of said road easterly 26.50 poles to the south west corner of a 44 acre tract belonging to J. M. Hoskins: thence with J. M. Hoskins west line north 7¹/₂° east 16 poles to the south east corner of the lands of J. N. Hoskins: thence with J. N. Hoskins south line N. 87¹/₂° W. 21.6 poles to the north east corner of said Franklin's land: thence with Franklin's east line to the beginning containing two acres.

Also a tract of 6 acres bounded and described as follows: Beginning at a stake in the center of Boker's creek witness two byms and S. N. corner to Mary Blaker land: thence with her west line N. 9¹/₂° E. 24 poles to a stake on the south bank of a thoroughfare: thence with the south bank of said thoroughfare S. 57° E. 27 poles:

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thence S. 61° E. 5 poles to the center of said Boker creek with the meanderings thereof to the beginning containing 6 acres, being all 46. ¹³/₁₀₀ acres.

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

Witness my signature as clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville, Ohio, this 21st day of January A. D. 1888.

John D. Burgher, Clerk.

Sheriff's Return

The State of Ohio,
Union County, ss:

Sheriff's Return.

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|----------------|-------|
| Service | 30 |
| Sum. Aprs. | 1 20 |
| Swear. | 1 00 |
| Writing Aprl. | 30 |
| Copy of | 30 |
| Notice to Str. | 30 |
| Affidavit | 30 |
| Mileage | 1 72 |
| Conndage | 15 83 |
| Total | 21 45 |
| Appraisers fee | 3 00 |
| Printers fee | 26 00 |

In obedience to the command of the Order of Sale hereto annexed I did on the 24th day of January 1888, summon A. Hodges, R. Mayfield, P. M. Hawn, three disinterested freeholders, residents of said County, who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the 24th day of January A. D. 1888, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same 2 acre tract at \$40⁰⁰ per acre, balance at \$35⁰⁰ per acre.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 1st day of February 1888, I caused to be advertised in the "Marysville Tribune" (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County on the 3rd day of March A. D. 1888, at 1 o'clock P. M. of said day. And having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did on said 3rd day of March A. D. 1888, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, and then and there came Minor Hearrod who bid for the same the sum of \$63.³³/₁₀₀ for two acres and \$23.³³/₁₀₀ per acre for

balance and said sum being two-thirds of the appraised value thereof, and said Minor Harrod being the highest and best bidder therefor, I then and there publicly sold and struck off said land and tenements to him for said sum of \$53.³³/₃ ³/₄ \$1030.¹⁶/₃, total \$1083.⁴⁹
M. Hopkins, Sheriff.

Afterward, on the 5th day of April, A.D. 1888, an Entry was made on the Journal by the Clerk of said Court, E. D. Pitts

Entry

H. C. Hoskins et al

Journal 14, Page 442.

5373

This day this cause came on to be heard upon the motion of the defendant the Connecticut Mutual Life Insurance Company and on producing the return of the Sheriff of the sale made under the former order of this Court, and the Court on careful examination of the proceedings of the said Sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this Court, it is ordered that the said proceedings and sale be and they are hereby approved and confirmed.

And it is further ordered that the said Sheriff convey to the purchaser Minor Harrod by deed in fee simple the lands and tenements so sold.

And the Court coming now to distribute the proceeds of said sale, amounting to the sum of \$1083.⁴⁹ it is ordered that the Sheriff out of the money in his hands pay - 1st. The taxes on said land amounting to \$91.²
2nd. The costs taxed \$58.⁶⁰
3rd. To the Connecticut Mutual Life Insurance Company in full of their decree the sum of \$567.⁷⁵
4th. The remainder to William M. Ayers, the defendant, amounting to \$365.⁴⁵ to apply on his judgment against said J. M. Hoskins and H. C. Hoskins.

Afterward, on the 21st day of May A.D. 1888, a motion was filed with the Clerk of said Court, to wit:

Motion

E. D. Pitts, Plaintiff

vs.

J. M. Hoskins et al, Defendant.

Court of Common Pleas
Union County, Ohio.

5373

Now comes James L. Jolliff and suggests the death of Henry C. Hoskins defendant since the commencement of this action and that he, said James L. Jolliff, was on the 5th day of April 1888 duly appointed and qualified as the Administrator of said Henry C. Hoskins, deceased, by the Probate Court of Union County, Ohio, and moves the Court that said cause stand revived.

Afterward, on the 21st day of May A.D. 1888, an Entry was made on the Journal by the Clerk of said Court.

Entry

E. D. Pitts vs

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E. D. Pitts

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J. M. Hoskins et al.

Journal 14, Page 455.

Now comes James L. Jolliff and suggests the death of Henry C. Hoskins defendant since the beginning of this action and that said James L. Jolliff has been duly appointed and qualified as his Administrator and the Court being satisfied thereof do on consent of the parties order that said action stand revived, and the said James L. Jolliff as such Administrator waives the issuing and service of summons and enters his appearance in said action.

Answer of James L. Jolliff

5373

Afterward, on the 21st day of May, A. D. 1888, an Answer was filed with the clerk of said Court, to wit:

E. D. Pitts, Plaintiff

vs.

J. M. Hoskins et al. Defendant

Court Common Pleas, Union County, Ohio.

Now comes the said James L. Jolliff, defendant and leave of the Court first being had to file his answer herein and for his answer says that on the 6th day of December 1884 he bought a part of the lands described in plaintiffs petition from H. C. Hoskins, defendant and that on said day the said H. C. Hoskins and Rebecca A. Hoskins his wife conveyed said lands to him by a deed of General Warranty which lands are described in said deed as follows:

Situate in Union County, State of Ohio, and in the Village of Magnetic Springs and bounded and described as follows: Being lot number 112 in H. C. Hoskins First Addition to said Village and lots N^o. 132, 133, 134, 135, 136, 137, 138 and 139 in said H. C. Hoskins Second Addition to said Village, for a more particular description of said lots reference is hereby had to the Plats of said Additions recorded in the Recorder's Office of Union County, Ohio.

Also the following parcel of land, situate in Leesburg Township in said County and in Survey N^o. 3676 and bounded and described as follows:

Beginning at the S. E. corner of a two acre lot owned by C. M. Franklin and others; thence in an easterly direction along the line of the Bellefontaine road to lands owned by J. M. Hoskins; thence in a northerly direction along the west line of said J. M. Hoskins to the land owned by the heirs of J. N. Hoskins; thence in a westerly direction along the south line of said heirs of J. N. Hoskins to the north-east corner of said C. M. Franklin et al; thence southerly along said Franklin's east line to the beginning containing two acres more or less.

The said two acre parcel of land was sold by the Sheriff of said County of Union under an order of sale

issued from this Court in this action on the 21st day of January 1888.

Defendant says that since December 6th, 1884 he has conveyed to other persons the lots above described as follows: On the 6th day of December 1884 lot n^o 112 to Herdman, Court & Co. recorded Vol. 56, Page 28; lots n^o 132 & 133 to V. J. Hills recorded Vol. 59, Page 9; lot n^o 134 to Miles, Bancroft Vol. 59, Page 629 and lot n^o 135 to John S. Dwyll Vol. 59, Page 26.

Defendant says the said H. C. Hoskins died intestate March 28th, 1888 and that he, said defendant was appointed and duly qualified as his Administrator April 5th, 1888.

The said H. C. Hoskins left personal property of about the value of \$300.00 and real estate of the value of \$250.00 in said County of Union.

Rebecca A. Hoskins widow of the said H. C. Hoskins died about April 1st, 1888.

Said defendant James L. Jolliff therefore asks that the plaintiff and the other defendants herein who claim to have liens on said lots as the property of H. C. Hoskins be restrained by order of this Court from further proceedings to sell said lots until the settlement of the estate of said H. C. Hoskins, deceased, in the Probate Court of Union County Ohio, and be required to first exhaust the real and personal estate of said H. C. Hoskins, deceased, before proceeding to sell said lots.

And that if it shall finally become necessary to sell any of said lots to satisfy said liens thereon that they may be ordered to be sold in the order in which this defendant conveyed them to others as aforesaid beginning with the last conveyed and that the rights of this defendant and his grantees of said lots be fully protected and for such other and further relief as law and equity may require.

State of Ohio, | Cole & Bales, Attorneys for
Union County, ss: | James L. Jolliff, Defendant.

James L. Jolliff, being first duly sworn according to law says the facts stated and allegations in his foregoing answer are as he verily believes true.

Sworn to and subscribed before me this 14th day of May 1888. James L. Jolliff.
Asa Dangstaff, Justice of the Peace.

Afterward, on the 10th day of July A.D. 1890, a motion was filed with the Clerk of said Court, to wit: E. D. Pitts, Plaintiff

J. M. Hoskins et al. Defendants | motion to re-docket.

This day this cause came on to be heard upon motion of plaintiff to re-docket the same and was submitted

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to the court. Whereupon the court being fully advised in the premises do order that said motion be sustained and said cause be redocketed.

Robinson & Piper, Attorneys for Plaintiff.

Afterward, on the 1st day of August, A.D. 1890, an entry was made on the Journal by the Clerk of Court, E. D. Pitts

vs. J. M. Hoskins et al. | Journal 15, Page 353;

This day this cause came on to be further heard upon the petition, cross petition of N. M. Ayers and answer of H. C. Hoskins and James L. Jolliff and it appearing to the court that said H. C. Hoskins and Rebecca A. Hoskins have died since the commencement of this suit and that James L. Jolliff has been duly appointed and qualified as the Administrator of the estate of said H. C. Hoskins and has entered his appearance to this suit as such Administrator.

The court find that all the parties to this suit have been duly and legally served with process or have entered their appearance therein as by law provided; that the lien of the Connecticut Mutual Life Insurance Company, being a mortgage lien on a part of the premises in the petition described has been satisfied by sale of the premises in the said mortgage described.

And the court further find that the plaintiff herein has by assignment from one O. M. Heavn a judgment wholly unsatisfied and which is a first lien on the premises in said petition described remaining unsold for the sum of seven hundred and seventy five $\frac{3}{4}$ $\frac{70}{100}$ dollars (\$775. $\frac{70}{100}$) with interest thereon, of said sum the original judgment \$739. $\frac{45}{100}$ at 8% from March 31st, 1887 to August 1st, 1890 and costs on same \$36. $\frac{52}{100}$ with 6% interest from said 31st day of March 1887, making the sum of \$204. $\frac{45}{100}$ making the sum of nine hundred eighty $\frac{3}{4}$ $\frac{35}{100}$ dollars (\$980. $\frac{35}{100}$) due and unpaid on the 1st day of August A.D. 1890.

It is therefore considered, ordered, adjudged and decreed that said plaintiff recover said sum of \$980. $\frac{35}{100}$ against said James L. Jolliff as Administrator of the estate of said H. C. Hoskins, and it is further ordered that unless said judgment be paid within ten days that said premises be sold and that an order issue to the Sheriff of said County directing him to appraise advertise and sell said premises and report his proceedings to this court.

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. Bruce, Judge of said Court, of the Term of May, to-wit, on the 16th day of May in the year of our Lord one thousand eight hundred and eighty-seven.

Be it remembered that, heretofore, to-wit, on the 29th day of January A. D. 1887, Edward E. Cole, Assignee filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Reuben Frazell, et al. to-wit: Edward E. Cole, Assignee Interest for the benefit of creditors of David Edwards, Plaintiff

vs.
Reuben Frazell, Emeline Kellogg, Fidelity White, The Marysville Savings Building & Loan Association Co. of Marysville, Ohio, N. S. Smith, David Edwards, Belle Edwards, his wife, Defendants.

Union County, Ohio,
Court Common Pleas.

Petition
5-249

On the 27th of December 1886 said David Edwards made an assignment in trust for all his creditors of all his property not exempt by law from execution to said Edward E. Cole, plaintiff, which assignment with plaintiff's bond as said assignee was filed and approved according to law in the Probate Court of Union County, Ohio, on the 27th day of December 1886; and that since that time said Edward E. Cole has continued in the discharge of his duties as such Assignee.

Among the assets of said assignment is a lot of land described as follows: Situate in the Village of Marysville, Union County, Ohio. Beginning at a stake (a stone) in the line between William Freshwater and Erastus R. Southwick at a point ten (10) rods from the south side of South (now South Street); thence southerly along the aforesaid line of Southwick & Freshwater to the north-east corner of a piece of land sold to Emeline Kellogg by the aforesaid E. R. Southwick; thence westerly along the north line of the aforesaid Kellogg lot to the east line of a piece of ground sold by said Southwick to School District N^o. 1, Paris Township Union County, O.; thence northerly along the east line of said School lot to a stone in said line ten rods from the south margin of said South Street; thence easterly parallel with said Street to the aforesaid Freshwater's line the place of beginning containing one-half acre more or less.

On said lot there are mortgages given by said David Edwards as follows: One to Reuben Frazell to secure

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Page 508
One of \$700.
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the payment of note of \$500. dated April 7, 1856, and recorded Vol. 21, Page 461 Union County Mortgage Records.

One to Emeline Keellogg to secure payment of note of \$400. at 8% interest dated May 14, 1856, recorded Vol. 21 Page 508 which also covers other lands.

One to Fidelia White to secure payment of note of \$700. at 8% interest payable semi-annually dated December 24, 1853, recorded Vol. 20 Page 475 which also covers other lands.

One to the Marysville Savings, Building, and Loan Association to secure note of \$200. dated March 20, 1855 recorded Vol. 23 Page 5. Union County Mortgage Records.

One for \$200. to the Marysville Saving Building & Loan Association dated May 15, 1856 recorded Vol. 23 Page 34, Union County Mortgage Records.

Plaintiff therefore asks that he be ordered to sell said land; that said liens be considered by the court and if found to be valid and subsisting, their respective priorities be determined and their payment ordered out of the proceeds of said sale so far as possible; and also, that the right of said wife in said real estate be considered and determined, and that the court issue to the plaintiff accordingly.

Edward E. Cole,

Attorney for Plaintiff.

State of Ohio,
Union County, ss:

Edward E. Cole being duly sworn says that he is the plaintiff above mentioned and that the facts set forth in the foregoing petition are true as he verily believes.

Edward E. Cole,

Sworn to and subscribed before me this 29th day of January 1857. (Seal) J. D. Burgher, Clerk.

April 20, 1857. The undersigned hereby waive the issuing and service of Summons in the within action and enter our appearance therein.

H. J. King, Atty. for R. Frazell.
Wm. S. Smith,

Emeline Keellogg,

David Edwards,

Belle Edwards,

Marysville Savings, Building & Loan Association Company

Per John M. Brodrick, Secy.

Afterward, on the 16th day of May A. D. 1857, a motion was filed with the Clerk of said Court, to wit:

E. E. Cole, Assignee in Trust
v. David Edwards

Common Pleas Court,
Union County, Ohio.

Now comes Reuben Frazell one of the said defendants and moves the court to require E. E. Cole plaintiff in this action to make his petition more certain and definite in this, to wit, the other lands mentioned in his petition be fully described by n^o. metes, bounds & quantity.

H. J. King, Attorney for Defendant.

Afterward, on the 25th day of May A.D. 1887, an Answer was filed with the Clerk of said court, to wit: E. E. Cole, Assignee vs. Reuben Frazell et al. Union County, Ohio. Court of Common Pleas

The said Belle Edwards wife of said David Edwards hereby consents to the sale of said premises prayed for in plaintiffs petition in this cause and asks the court to have said real estate sold free of her contingent right of dower therein and to allow her in lieu thereof such sum of money out of the proceeds of said sale as the court may deem to be the reasonable value of her contingent dower interest in said premises. Belle Edwards.

State of Ohio, Hancock County, ss: Belle Edwards being duly sworn says that she is the wife mentioned in the foregoing answer and that the several matters and things set forth in said answer are true.

Belle Edwards, Sworn to and subscribed before me this 27th day of May 1887. H. F. Burkett, Notary Public.

Afterward, on the 28th day of May, A.D. 1887, an entry was made on the Journal by the Clerk of said court. Edward E. Cole, Assignee vs. Reuben Frazell et al. Journal 14, Page 256

This cause came on for hearing on the plaintiffs petition, and the answer of Belle Edwards, defendant, all other defendants being in default for answer and demurrer, and the evidence and was submitted to the court; and on consideration thereof the court find that said David Edwards made an assignment to said Edward E. Cole, and that said Cole filed said assignment, gave bond, and has been discharging his duty as said Assignee as set forth in said petition; that said Belle Edwards wife of said David Edwards has filed her answer herein and has asked the court to have the real estate in the petition sold free of her contingent right of dower therein and to allow her in lieu thereof such sum of money out of the proceeds of said sale as the court may deem the

reasonable premises. said plaintiff's petition of dower bring the the defendant file their judgment

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Answer by Cross-Petition of Reuben Frazell

Reuben Frazell Defendant The Assignee premises mortgage

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reasonable value of her contingent dower interest in said premises. It is therefore ordered by the Court that said plaintiff sell all of said premises described in his petition as upon execution free from the contingent right of dower of said Belle Edwards and that said plaintiff bring the proceeds into Court for further order and that the defendants who have not answered have leave to file their answers within ten days and that the adjustment of priority of liens be reserved for further order.

Afterward on the 3rd day of June A.D. 1887, an Answer was filed with the Clerk of said Court, to wit:

E. C. Cole, Assignee or Trust for the benefit of creditors of David Edwards vs. Reuben Frazell et al. In Common Pleas Court Union County, Ohio.

Reuben Frazell et al.

Defendant Reuben Frazell says David Edwards the Assignor did on the 7th day of April 1886, convey the premises in the petition described to this defendant by mortgage to secure the payment of \$500. "five hundred dollars and interest at 8 per cent. which deed of mortgage was on the 7th day of April 1886 duly left for record with the Recorder of said County and on the 13th day of April 1886 was recorded in Vol. 21, Page 461. The condition and terms of said mortgage are as follows: " Provided always that if said David Edwards shall pay or cause to be paid a certain promissory note calling for the sum of five hundred dollars executed by said Reuben Frazell et al. given to Belle Mitchell on the first day of April 1885.

And said note is secured by mortgage given and made by said Frazell and wife on an In lot on 5th Street in the village of Marysville in said County and keep said R. Frazell free from any loss or damage then these presents shall be void.

The said David Edwards has failed to pay said sum of \$500. "or any part thereof there is due and unpaid on said mortgage the sum of five hundred dollars and 8 per cent. interest thereon from April 7th, 1886 this defendant prays for all proper relief in the distribution of the proceeds of the sale of said lot.

H. J. King, Attorney for said Defendant

The State of Ohio, Union County, ss:

H. J. King being sworn says he is the Attorney for said Reuben Frazell duly authorized herein, that the above pleading is founded on a written instrument for the payment of money which instrument is now in affiant's possession. H. J. King.

Answer by Reuben Frazell

5249

Sworn to by H. J. Young and by him subscribed in my presence this the 3rd day of June A.D. 1887.
(Seal) J. D. Burgner, Clerk.

Afterward, on the 31st day of May A.D. 1887, an Order of Sale was issued by the Clerk of said Court.

Order of The State of Ohio, To Edward E. Cole, Assignee in Trust for the benefit of creditors of David Edwards, Union County, ss:

5249.

Whereas, at a term of the Court of Common Pleas held at Marysville, in and for said County, on the 28th day of May A.D. 1887, in the cause of Edward E. Cole, Assignee in Trust for the benefit of the creditors of David Edwards Plaintiff, and Reuben Frazell and others, Defendants for an order to sell certain real estate described in the petition it was ordered adjudged and decreed as follows, to wit: That the said Edward E. Cole, Assignee Plaintiff proceed to advertise for sell all the real estate so assigned to him described in his petition as follows: Situate in the Village of Marysville, Union County, Ohio, beginning at a stake (a stone) in the line between W^m Freshwater and Erastus R. Southwick at a point ten (10) rods from the south side of South (now Sixth Street:) thence southerly along the aforesaid line of Southwick & Freshwater to the north east corner of a piece of land sold to Emeline Kellogg by the aforesaid E. R. Southwick: thence westerly along the north line of the aforesaid Kellogg lot to the east line of a piece of ground sold by said Southwick to School District N^o 1, Paris Township, Union County, Ohio: thence northerly along the east line of said School lot to a stone in said line ten rods from the south margin of said South Street: thence easterly parallel with said Street to the aforesaid Freshwater's line the place of beginning containing one half acre more or less.

And to sell the same at auction at the door of the Court House in Marysville, Ohio, at not less than two thirds of its appraised value for cash according to law.

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 bring the proceeds of such sale into Court for further order: and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville Ohio, this 31st day of May A.D. 1887. (Seal) John D. Burgner, Clerk.

Assignee's Return

The State Union & In

hereto on mon - - three d who were lands on the - ed to m did, up apprais Three h apprais Clerk of and or - tised, r and pr County public s County of said lands s previous weeks: a 2" day o mentio at publ Smith a and the than the said W bidder, lands a hundred

Answer to Cross Petition

By Cross Edward Reuben

5249.

Buildin answer ration of Ohio. in said

Assignee's Return

The State of Ohio

Union County, ss: Assignee's Return.

In obedience to the command of the Order of Sale hereto annexed I did on the 31st day of May 1887 sum-

mon - - - - - three disinterested freeholders, residents of said County who were by me duly sworn to view and appraise the lands and tenements therein described, and afterward, on the - - - day of - - - A.D. 1887, said appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and appraise the real value in money of the same at Three hundred dollars.

A certified copy of said appraisal I forthwith deposited in the office of the Clerk of the Court of Common Pleas of said County, and on the 1st day of June 1887, I caused to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 2nd day of July A.D. 1887, 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 2nd day of July A.D. 1887, at the time and place above mentioned, proceed to offer said lands and tenements at public sale and then and there came William S. Smith who bid for the same the sum of two hundred and thirty-five dollars. And said sum being more than two thirds of the appraised value thereof, and said William S. Smith being the highest and best bidder, I then and there publicly struck off said lands to said William S. Smith for said sum of two hundred and thirty-five dollars.

Edward E. Cole, Assignee

Afterward, on the 11th day of July A.D. 1887, an Answer

| | | |
|----------------|------------------------------------|---|
| Cross Petition | Edward E. Cole, Assignee Plaintiff | In the Court of Common Pleas of Union County, Ohio. |
| vs. | Reuben Brazell et al. Defendants | |
| Answer | to Cross Petition of the | |
| Petition | Marysville Savings Building | |
| | Loan Association Co. | |

5-249.

And now comes the said The Marysville Savings Building and Loan Association company, and for answer to plaintiffs petition says: That it is a corporation duly organized under the laws of the State of Ohio. That it admits the allegations set forth in said petition as to the plaintiffs right to bring

this action. This defendant says:
 First Cause of Action:

The defendant David Edwards is indebted to this defendant in the sum of \$195.⁵⁵ as hereinafter stated, on a promissory note of which the following is a copy:
 \$200. Marysville, Ohio, March 20th, 1885.

For value received, I promise to pay the Marysville Savings, Building and Loan Association Company of Marysville, Ohio, when the same shall cease and determine Two hundred dollars with interest and the premium as hereinafter stipulated for an advanced loan obtained by me upon one share of stock in said Association by bidding a premium of one hundred and forty four dollars for precedence in taking the same.

I promise to pay on said one share of stock a weekly installment of twenty-five cents, and on two hundred dollars, the amount of said advanced loan, interest at the rate of six per cent, per annum from date in equal weekly payments until said Association shall be dissolved, as provided in the Constitution and By-Laws thereof (at the end of each year a rebate of interest being made for weekly installments paid on stock) and the said premium of one hundred and forty-four dollars bid for precedence in taking said loan, I promise to pay in equal weekly installments of thirty-nine cents each until it shall be paid in full; all of said dues to be due and payable on Saturday of each week.

And I do further promise that should any of said weekly payments of interest or premium remain unpaid for the space of four weeks after the same becomes due, or should any part of said stock be forfeited for the non payment of the weekly installments therein then this note to become due and collectible immediately.

David Edwards,

The said David Edwards is indebted to this defendant upon said promissory note as follows:

| | |
|---|-----------------------|
| Principal of Note | \$ 200. ⁰⁰ |
| Interest from September 11 th , 1886 to July 9 th , 1887, | 9. ⁸⁹ |
| Premium from September 11 th , 1886 to July 9 th , 1887, | 16. ⁷⁷ |
| Fines from September 11 th , 1886 to July 9 th , 1887. | 2. ¹⁵ |
| Total. | \$ 228. ⁸¹ |

| | |
|--|----------------------|
| Credit for dues to September 11 th , 1886 | \$ 30. ⁷⁵ |
| Credit for Savings | 2. ⁵¹ |
| Total | \$ 33. ²⁶ |

Balance due on said Note \$ 195. ⁵⁵

Said David Edwards has not paid the dues, interest and premium due this defendant upon said note since September 18th, 1886 when the first became due and payable according to the terms of said note.

Second Cause of Action:

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The said defendant David Edwards is indebted to this defendant in the sum of \$199.⁸⁵ as hereinafter stated, on a promissory note of which the following is a copy

" \$200. - Marysville, Ohio, May 15th 1886.
 " For value received, I promise to pay the Marysville Savings Building & Loan Association Company of Marysville, Ohio, when the same shall cease and determine, Two hundred dollars with interest and the premium as hereinafter stipulated, for an advanced loan obtained by me upon one share of stock in said Association by bidding a premium of one hundred and fifty two dollars for precedence in taking the same. I promise to pay on one share of stock a weekly installment of twenty five cents, and on two hundred dollars the amount of said advanced loan, interest at the rate of six per cent. per annum from date in equal weekly payments until said Association shall be dissolved, as provided in the Constitution and By-Laws thereof (at the end of each year a rebate of interest being made for weekly installments paid on stock) and the said premium of one hundred and fifty two dollars, bid for precedence in taking said loan, I promise to pay in equal weekly installments of forty nine cents each until it shall be paid in full; all of said dues to be due and payable on Saturday of each week. And I do further promise that should any of said weekly payments of interest or premium remain unpaid for the space of four weeks after the same becomes due, or should any part of said stock be forfeited for the non-payment of the weekly installments thereon, then this note to become due and collectible immediately.
 David Edwards.

The said David Edwards is indebted to this defendant upon said promissory note, as follows:

| | | |
|--|---------------------|-----------------------------|
| Principal of note | \$200. - | |
| Premium from September 11 th 1886 to July 9 th 1887 | \$21. ¹⁷ | |
| Interest from September 11 th 1886 to July 9 th 1887 | 7. ⁸⁹ | |
| Fines from September 11 th 1886 to July 9 th 1887 | 2. ¹⁵ | |
| Total | | \$233. ¹¹ |
| Credit by dues to September 11 th 1886. | \$30. ⁷⁵ | |
| Credit by earnings | 2. ⁵¹ | |
| Total | | \$33. ²⁶ |

Balance due on said note \$199. ⁸⁵
 Said David Edwards has not paid the dues, interest and premium due this defendant upon said note since September 11th 1886 and is in default for all such payments since September 18th 1886, when the first became due and payable according to the terms of said note

Third Cause of Action:

At the time of delivering the note set forth in the first cause of action hereof, and to secure the payment of the same the said David Edwards, who was then an unmarried man, executed and delivered to this defendant his mortgage deed of that date and thereby conveyed to this defendant among others the lands mentioned in plaintiff's said petition.

Said mortgage was conditioned in substance, that if said David Edwards should pay the amounts set forth in said note and comply with all the requirements thereof then said mortgage to be void, otherwise to be and remain in full force and virtue in law forever.

On the 20th day of March A. D. 1885 at 1³/₄ o'clock P. M. said mortgage was duly filed for record in the Office of the Recorder of Union County, Ohio, and the same was duly recorded in Volume 213, Page 22 of the Records of Mortgages of Union County, Ohio.

This defendant says: That when the payments of dues, interest and premium on said note became due September 18th 1886 the said defendant David Edwards did not pay the same and have not paid them since, nor any of the payments that have since become due, but that the same remain and are due and unpaid, whereby the conditions of said mortgage deed have been broken and said mortgage has become absolute. Fourth Cause of Action:

At the time of delivering the note set forth in the second cause of action hereof, and to secure the payment of the same, the said David Edwards (who was then an unmarried man) executed and delivered to this defendant his mortgage deed of that date, and thereby conveyed to this defendant the lands described in plaintiff's petition - among others:

Said mortgage was conditioned, in substance, that if the said David Edwards should pay the amounts set forth in said note and should comply with all the requirements thereof, then said mortgage was to be void, otherwise to remain in full force and virtue in law forever.

On the 15th day of May A. D. 1886, at 4 o'clock P. M. said mortgage was duly filed for record in the Office of the Recorder of Union County, Ohio, and the same was duly recorded in Volume 23, Page 34 of the Records of Mortgages of Union County, Ohio.

This defendant says: That when the payments of dues, interest and premium on said note became due September 18th 1886 the said defendant David Edwards did not pay the same and has not paid them since,

nor any but that whereby it has been broken

of sold the in the plaintiff's claims mentioned

The State of Ohio Union County

he is the only person who knows the facts

and since July 1886

Entry at David Edwards

Entry 5249

Reuben

Trust for and for by him herein made;

said said same as Edward purchase estate

said amounting to and the Frazell

up their Attest

nor any of the payments that have since become due, but that the same remain and are due and unpaid whereby the conditions of said mortgage deed have been broken and said mortgage deed has become absolute.

This defendant asks that if said premises are sold the rights of this defendant be fully protected in the premises and it have payments made on its claims in its order with the other claims herein mentioned and for all other and proper relief in the premises.

John M. Brodrick,
Attorney for Defendant.

The State of Ohio
County of Union, ss: |

John M. Brodrick, being sworn makes oath that he is the Secretary of said Mansville Savings Building & Loan Association, defendant, and that the facts stated are as affiant believes true.

John M. Brodrick.

Sworn to by said John M. Brodrick before me, and signed by him in my presence this 11th day of July A.D. 1887.

John D. Burgher, Clerk.

Afterward, on the 28th day of April, A.D. 1894, an Entry was made on the Journal by the Clerk of Court Edward E. Cole, Assignee

Journal 17, Page 33.

Entry
52-19

vs.
Reuben Frazell et al.

This day came Edward E. Cole Assignee in Trust for the benefit of the creditors of David Edwards and produced to the Court a report of a sale made by him of the real estate described in the petition herein filed in pursuance of an order hereinbefore made; and it appearing, upon examination, that said sale has, in all respects, been legally made, the same is approved and confirmed, and the said Edward E. Cole is ordered to execute and deliver to the purchaser at said sale a proper deed for the real estate so by him sold as aforesaid.

And it is further ordered by the Court that said Assignee, out of the proceeds of said sale amounting to \$235.⁰⁰ pay the costs of this proceeding taxed at \$11.²⁵; the costs in Probate Court \$- and the remainder thereof \$- to said Reuben Frazell to apply on his note and mortgage as set up herein.

Attest
R M Gray
Clerk

Cases continued and held at the Court House in Marysville, within and for the County of Union, in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of April, now, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, now, on the 27th day of February A.D. 1892, Smith, Simmons, Peabody & Co. filed in the Clerk's Office of the said Court of Common Pleas the following Petition G. E. Thompson et al. now.

Petition

Smith, Simmons & Peabody & Co

vs.

Plaintiff

Court of Common Pleas Union County, Ohio.

G. E. Thompson & Elizabeth Thompson, Defendants.

6342

The plaintiff says: It is a partnership, doing business in the State of Ohio, under the firm name and style of Smith Simmons & Peabody Co., and are unincorporated. Defendants are indebted to the plaintiff on a promissory note of which the following is a copy. There are no credits nor indorsements thereon.

\$121.³⁶

New Dover, Ohio, February 19th, 1891.

Twelve months after date we promise to pay to Smith Simmons & Peabody Co. One hundred and twenty-one ³⁶/₁₀₀ dollars value received & interest.

G. E. Thompson

Elizabeth Thompson.

There is due plaintiff from defendants on such note the sum of One hundred and twenty-one ³⁶/₁₀₀ dollars which the plaintiff claims with interest at 6% from February 19th, 1891 and for which they ask judgment against the defendants.

D. W. Ayers, Attorney for Plaintiff.

State of Ohio.

Union County, ss:

D. W. Ayers, being first duly sworn says he is the Attorney of the above named Smith, Simmons & Peabody Co., duly authorized in the premises: That this action is upon an instrument for the unconditional payment of money and is now in the possession of this affiant. That the facts stated and allegations in the foregoing petition are as affiant believes true.

D. W. Ayers.

Sworn to before me and signed by D. W. Ayers in my presence this 27th day of February, 1892.

R. M. Leroy,

Clerk of Court.

Præcipe To the Clerk

In case to be according to Annor February Filed The State of Union

Summons

E. Thom have been the court must have petition and judgment on the (Seal)

Endorse \$121.³⁶ a

Sheriffs Return

An Sheriff of Clerk's Ser. Return Mileage copy Total leaving thereon Thomp George E.

Entry

6342.

A Entry in Smith's George the defendant petition they a \$121.³⁶ It

Procipe To the Clerk:

Issue Summons upon the petition in the above case to the Sheriff of Union County, Ohio, returnable according to law. Endorse action for money only.

Amount claimed \$ 121.³⁶ with interest at 6% from February 19th, 1892.

Filed February 27, 1892.

D. M. Ayers,

Attorney for Plaintiff.

Afterward, on the 27th day of February A. D. 1892, a Summons was issued by the Clerk of said Court:

The State of Ohio.

Union County To the Sheriff of Union County:

Summons

6342

You are hereby commanded to notify George E. Thompson and Elizabeth Thompson that they have been sued by Smith, Simmons Peabody filed in the Court of Common Pleas of Union County, and must answer by the 26th day of March A. D. 1892, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 7th day of March A. D. 1892.

Witness my hand and the Seal of said Court (Seal) this 27th day of February A. D. 1892.

R. M. Crosby, Clerk.

Endorsed: "In action for money only. Amount claimed \$ 121.³⁶ at 6% from February 19th, 1892."

Sheriff's Return

6342

And on the 7th day of March A. D. 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 |
| Mileage | 160 |
| Copy | 40 |
| Total | 230 |

The State of Ohio,

Union County

Sheriff's Return.

Received this writ February 27th, A. D. 1892, at 10 o'clock A. M. and served same by leaving a certified copy thereof with the indorsements thereon at the usual place of residence of Elizabeth Thompson on the 5th day of March 1892. George E. Thompson not found in my County. Thomas Martin, Sheriff.

Afterward, on the 5th day of April A. D. 1892, an Entry was made on the Journal by the Clerk of Court: Smith Simmons Peabody vs. George E. Thompson et al.

Journal 16, Page 169.

Entry

6342

Now comes the plaintiff by its Attorney, and the defendants being in default for answer and demurrer, the Court find that the allegations of the petition are confessed by them to be true, and that they are indebted to the plaintiff in the sum of \$ 121.³⁶ with interest from April 5th, 1892. It is therefore considered by the Court that the

said plaintiff Smith, Simmons Peabody & Company recover from the defendants George E. Thompson & Elizabeth Thompson the said sum of \$129.⁵³ with interest from April 5th, 1892, and its costs herein expended and execution is awarded.

Attest
R M Loney
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of September, to wit, on the 12th day of September in the year of our Lord one thousand eight hundred and ninety two.

Be it remembered that, heretofore, to wit, on the 16th day of May A. D. 1892, Elizabeth Thompson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against N. S. Rogers to wit:

Petition
6386

Elizabeth Thompson, Plaintiff
vs.
N. S. Rogers, Defendant. Court of Common Pleas Union County, Ohio.

Plaintiff says that the defendant is indebted to her on a certain promissory note of which the following is a copy with all credits and endorsements.

One year after date we or either of us promise to pay Elizabeth Thompson or order Three hundred & sixty eight dollars with 6% per cent. interest for value received. Feb. 2nd, A. D. 1887. N. S. Rogers.

The following endorsements are on said note.

- Oct. 12th, 1887, By Check \$100.⁰⁰;
- March 3rd, 1888, At N.P.D. \$89.³⁷;
- March 4th, 1892, By Check \$10.⁰⁰;

There is due from said defendant to said plaintiff on said note the sum of \$213.⁵³ with interest at 6% from the 16th day of May 1892.

Wherefore plaintiff prays judgment against said defendant for the sum of \$213.⁵³ with interest at 6% from May 16th, 1892.

N. T. Hoopes, Attorney for Plaintiff.
State of Ohio
Union County, ss:

N. T. Hoopes being sworn says he is the Attorney of plaintiff, duly authorized herein that the above pleading is founded upon a written instrument for the

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Entry
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6386 N. S. R

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payment of money which instrument is now in affiant's possession, and the facts stated in the above pleading are as affiant believes true.

N. J. Hoopes.

Sworn to and subscribed in my presence this 16th day of May 1892. (Seal) R. M. Leroy, Clerk.

Receipt To the Clerk:

Issue Summons on the above defendant directed to the Sheriff of Union County, indorsed Action for money only. Amount \$213.³⁸ with interest at 6% from May 16th 1892 returnable according to law.

N. J. Hoopes, Atty.

Summons

Afterward, on the 16th day of May A. D. 1892, a Summons was issued by the Clerk of said Court, to wit:

6356

The State of Ohio | Union County

To the Sheriff of Union County:

You are hereby commanded to notify N. S. Rogers that he has been sued by Elizabeth Thompson in the Court of Common Pleas of Union County, and must answer by the 18th 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 30th day of May A. D. 1892.

Witness my hand and the Seal of said Court, (Seal) this 16th day of May A. D. 1892. R. M. Leroy, Clerk.

Endorsed: "In action for money. Amount \$213.³⁸ with 6% from May 16th, 1892."

Sheriff's Return.

And on the 23rd day of May A. D. 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 | 1 60 |
| Copy | 20 |
| Total | 2 10 |

The State of Ohio | Union County

Sheriff's Return.

Received this writ May 16th 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 N. S. Rogers on May 21st, 1892. Thomas Martin, Sheriff.

Per T. A. M.

Afterward, on the 6th day of December A. D. 1892, an entry was made on the Journal by the Clerk of Court, Elizabeth Thompson vs. N. S. Rogers. Journal 16, Page 260.


Entry

6356

Now comes the plaintiff by her Attorney, and the defendant being in default for answer and demurrer the Court - 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 Two hundred and Thirteen and ⁵⁵/₁₀₀ dollars with interest from the 6th day of May 1892

It is therefore considered by the Court that the said plaintiff Elizabeth Thompson recover from the defendant W. S. Rogers the said sum of \$226.⁵⁵ with interest from this date and her costs herein expended taxed at \$-

Attest

 Clerk

On the 12th day of September 1890; the following Entry was filed in the Clerks office.

Lacy Snodgrass } Entry
 vs } Journal 17 page 263
 Malissa Converse et al }

6494

This day this cause coming on to be heard and it appearing to the Court that the estate of Perry Douglas has been fully settled and that the Administrator has filed his final account in the Probate Court of Union County Ohio and has still money remaining in his hands as such. The Sheriff of Union County Ohio, of the funds remaining in his hands in the above case pay to Lacy Snodgrass one seventh thereof, Malissa Converse one seventh thereof S. A. Douglas one seventh thereof Cora J Douglas one seventh thereof C Minnie Douglas one seventh thereof Thomas P Douglas one seventh thereof Daisy L Douglas one seventh thereof

D. W. Ayres
 Atty for Plff.

On the 23rd
 of the Clerk of

Emma J. Lee
 vs

Alfred E. Lee

Plaintiff in
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 for \$2800⁰⁰

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" 25th

March 21st

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On the 23rd day of August, 1893, the following report of Trustee was filed in the office of the Clerk of the Court, to-wit:

Court of Common Pleas, Union County, Ohio.

Emma J. Lee Pltff }
vs }
Alfred E. Lee, Deft }

Report of Trustee

Now Comes Edward E. Cole, Trustee of the alimony decreed the Plaintiff in this case and reports as follows:

The defendant Alfred E. Lee, satisfied said decree on the 23rd of September 1893, by paying the Trustee \$400⁰⁰ money, and assigning to him a Certificate of Stock for \$2800⁰⁰ in the Central Building and Savings Company of Columbus, Ohio.

Soon after the decree of divorce and alimony was rendered, the Plaintiff rented a house in Delaware, Ohio, and furnished it for housekeeping, and having no other means, it was necessary to use a portion of the principal fund in the hands of the Trustee to pay for the Furniture and other needed articles for the same it was necessary to retain uninvested a portion of the principal for her support until interest should accrue on the part invested, and as the interest proved to be inadequate for her living expenses therefor, the Trustee continued to pay her a portion of the principal, from time to time as she needed it in accordance with the order of the Court (Journal 16, Page 435).

Mrs Lee the plaintiff has been an invalid since the appointment of the Trustee, and her son, Robert Irwin Lee, paid her bills, and aided her in the transaction of her business for some time after her removal to Delaware, and receipted to the trustee for the money. She rented her house of Mrs C. D. Potter and purchased her supplies chiefly from Mrs Potter, Will F. Dodge and The Swickhermer Coal and Ice Co, and after 1895, the Trustee paid her bills himself. Mrs Lee has been a patient at the Columbus State Hospital since April, 1898.

On the 16th of February, 1894, The Central B. S. & S. Company paid the Trustee \$2800⁰⁰ principal and \$622²¹ interest for the Certificate of Stock assigned him as aforesaid. The Trustee invested the fund as follows:

| | | |
|-------------------------------|-------------------------------|-------------------------|
| Febry, 16 th 1894, | Loaned Mrs Lucy E. Beach @ 7% | \$ 1000 ⁰⁰ |
| " 21 st " | " Baughman " | 250 ⁰⁰ |
| " 25 th " | " Crablee " | 200 ⁰⁰ |
| March 21 st " | " Jewell " | 325 ⁰⁰ |
| " " " | Net invested 6% | 700 ⁰⁰ |
| " " " | Retained for Expenses | <u>725⁰⁰</u> |
| | | \$ 3200 ⁰⁰ |

On the 21st day of March 1895 one year after the last investment was made, the Trustee charges himself with sums received for interest and the amount retained for Expenses as follows.

| | |
|--|------------------------|
| Retained for Expenses | \$ 725 ⁰⁰ |
| Interest from Mrs Beach | 76 ⁸⁰ |
| " " Baughman | 18 ⁷⁵ |
| " " Crablee | 15 ⁰¹ |
| " " Jewell | 22 ⁷⁵ |
| " " Cole Trustee | 42 ⁰⁰ |
| " " Central B. S. & S. Co to Febry 16/94 | <u>62³¹</u> |
| | \$ 322 ¹⁵ |

| | | | |
|--|------|-----------|-----------|
| Forward | | \$ 522.15 | \$ 962.82 |
| Nov. 3 rd 1894. To Robert Lewis Lee | 17 " | 35.00 | |
| Dec 7 th " " " | 18 " | 10.00 | |
| Jan 4 th 1895 " " " | 19 " | 10.00 | |
| Feb 9 th " " " | 20 " | 30.00 | |
| March 21 st " Recording & Mortgage | 21 " | 3.90 | |
| " " " Notary fee | 22 " | .30 | |
| " " " Expenses to Delaware, 3. Trips | 23 " | 6.00 | |
| " " " Trustee Commission on \$3200. | 24 " | 148.00 | |
| " " " " Interest 4% | 25 " | 9.31 | |
| " " " Extra Compensation | 26 " | 25.00 | \$ 799.66 |
| | | | \$ 163.16 |

Crabtree paid his loan of \$ 200⁰⁰ Feb 25th 1896; On the 21st of March 1896, the Trustee charged himself as follows.

| | |
|--|---------------|
| " Balance on hand March 21 st 1895. | \$ 163.16 |
| " Received Interest of Baughman | 17.50 |
| " " " Jewell | 22.75 |
| " " " Cole Trustee | 42.00 |
| " " " Mrs. Beach | 70.00 |
| " " " Crabtree | 12.00 |
| " Principal | <u>200.00</u> |
| | \$ 527.41 |

The Trustee claims credit for the following payments for Mrs. Lee.

| | | |
|--|------|------------------|
| " March 30 th 1895. To Roland Lewis Lee | 27 " | \$ 35.00 |
| " April 19 th " " " | 28 " | 5.00 |
| " June 22 nd " " " | 29 " | 20.00 |
| " Aug 27 th " " " | 30 " | 60.40 |
| " Sept 15 th 1895 " Exp to Delaware | 31 " | 3.00 |
| " Oct 11 th " " Roland Lewis Lee | 32 " | 20.00 |
| " Feb 1 st 1896 " Mrs L. D. Potter | 33 " | 25.00 |
| " March 9 th " " W. P. Dodge | 34 " | 75.00 |
| " March 21 st " " Com on interest | 35 " | 6.56 |
| " " " Compensation | 36 " | 25.00 |
| | | \$ 275.46 |
| | | <u>\$ 251.95</u> |

Balance on hand.

For the year ending March 21st 1897, the Trustee charges himself as follows

| | |
|--|----------------|
| " Balance on hand March 21 st 1896. | \$ 251.95 |
| " Received interest of Mrs Beach | " 70.00 |
| " " " Baughman | " 17.50 |
| " " " Jewell | " 22.75 |
| " " " Cole Trustee | " <u>42.00</u> |
| | \$ 404.20 |

The Trustee claims credit for the following payments,

| | | |
|--|------|----------|
| " June 8 th 1896. To Mrs L. D. Potter | 37 " | \$ 25.00 |
| " July 9 th " " " | 38 " | 25.00 |
| " Feb. 8 th 1897 " W. P. Dodge | 39 " | 40.00 |
| " " " " Smith & Katois E & O. Co | 40 " | 20.00 |
| " " " " Mrs L. D. Potter | 41 " | 40.00 |
| " " " " S. P. Shur. & Co | 42 " | 11.22 |

Feb 8th 1897.

March 21 "

" " "

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" May 3rd

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Sept 10th

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Oct 5

Dec 10

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" "

" "

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Payment

| | | | |
|---|-----|-----------------|------------------|
| Feb 8 th 1897. To Se. Berris | 43" | \$ 3.50 | |
| March 21 " " Commission on int | 44" | " 6.09 | |
| " " " " Compensation | 45 | " 25.00 | <u>\$ 235.81</u> |
| | | Balance on hand | \$ 168.39 |

For the year ending March 21st 1898, Trustee charges himself as follows.

| | | | |
|--|--|--|--------------|
| " Balance on hand Mar 21 st 1897. | | | \$ 168.39 |
| Received interest of Mrs Beach | | | 70.00 |
| " " " Baughman | | | 17.50 |
| " " " Jewell | | | 22.75 |
| " " " Cole Trustee | | | <u>42.00</u> |
| | | | 320.64 |

The Trustee claims credits for payment as follows.

| | | | |
|---|-----|----------|------------------|
| Oct 4 th 1897. To W. F. Dodge | 46" | \$ 53.94 | |
| " 6 th " " Swickhemer & Co | 47" | " 10.00 | |
| " " " " Mrs G. D. Patter | 48" | " 75.00 | |
| Dec 16 th " " " " " " | 49" | " 35.00 | |
| " " " " " Swickhemer & Co | 50" | " 14.81 | |
| " 17 " " " W. F. Dodge | 51" | " 100.00 | |
| March 21 st 1898 " Com on interest | 52" | " 6.09 | |
| " " " " Compensation | 53" | " 25.00 | <u>\$ 269.83</u> |
| | | | \$ 50.81 |

Mr Baughman paid his loan April 30th 1898
The Trustee charges himself for the year ending March 21st 1899, as follows.

| | | | |
|---|--|--|---------------|
| " Balance on hand Mar 21 st 1898 | | | 50.00 |
| Received interest of Mrs Beach | | | 60.00 |
| " " " " Jewell | | | 22.75 |
| " " " " Cole Trustee | | | 42.00 |
| " " " " Baughman | | | 1.90 |
| " " " " Principal of Baughman | | | <u>250.00</u> |
| | | | \$ 427.46 |

The Trustee claims credit for the following payments

| | | | |
|--|-----|----------|------------------|
| " May 3 rd 1899 To Mrs G. D. Patter | 54. | \$ 29.10 | |
| " " " " Swickhemer & Co | 55 | " 10.50 | |
| Sept 10 " " " W. F. Dodge | 56 | " 70.00 | |
| " 14 " " " Mrs G. D. Patter | 57 | " 15.00 | |
| Oct 5 " " " " " " | 58 | " 12.00 | |
| Dec 10 " " " " " " | 59 | " 26.89 | |
| Jan 12 1899 " Swickhemer & Co | 60 | " 12.30 | |
| March 4 " " " W. F. Dodge | 61 | " 150.00 | |
| " 24 " " " Com on interest | 62 | " 5.06 | |
| " " " " " Compensation | 63 | " 25.00 | <u>\$ 355.85</u> |
| | | | 71.61 |

Since March 21st 1899, the Trustee has not received any money belonging to the fund. He claims credit for the following payments

| | | | |
|-----------------------------|-------------------------|----|-----------------|
| June 19 th 1899. | To Mrs Patten | 64 | 17.85 |
| " " " | " W. F. Dodge | 65 | 28.72 |
| " " " | " Quicklime Co & Co | 66 | 92.8 |
| " " " | " 2 to trip to Delaware | 67 | 6.00 |
| July 8 th " | J. B. Cole atty fee | 68 | 15.00 |
| | | | <u>\$ 71.61</u> |

There remaining \$2025⁰⁰ of the fund in the Trustee's hands invested as follows

| | | |
|--------------------------|------|-----------------------------|
| Loaned to Bruce E. Beach | @ 6% | \$ 1000. ⁰⁰ |
| " " Charles Jewell | 7% | 825. ⁰⁰ |
| Not invested | 6 " | 700. ⁰⁰ |
| | | <u>\$ 2025⁰⁰</u> |

The State of Ohio }
Franklin County } ss

I Edward E. Cole Trustee for Emma J Lee, Plaintiff in this case Make Oath that the foregoing account is in all respects just and correct as I verily believe

Edward E. Cole.

Sworn to and Subscribed before me this 8th day of July 1899,
L. D. Barkley Notary Public
Franklin County Ohio.

October 18th 1899, the following legal notice with its Proof of Publication was filed with the Clerk of Court, to-wit:

Legal Notice

Notice is hereby given that the first account of Edward E. Cole as Trustee of Emma J Lee, has been filed in the Common Pleas Court of Union County Ohio for Settlement, and that said account will be for hearing on the 14th day of October, 1899, at 2:00 Clock P.M., or as soon thereafter as it is reached. All persons interested are required to attend at such Settlement and make known their objections thereto if any they have.

September 20th 1899, 3. M.
J. W. Arnell Clerk of Common Pleas Court
Union County Ohio

The State of Ohio Union County ss:

The undersigned being duly sworn, says that a copy of the annexed "Notice" was published for 3 consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with September 20th 1899.

Sworn to and Subscribed before me this 18th day of October, 1899.
Lester Pires \$ 4.00
J. H. Shearer,
J. W. Arnell Clerk

Emma J Lee, Plaintiff }
vs }
Alfred E. Lee, Defendant }

Confirmation of Trustee's Report

Notice of the filing of the report of Edward E. Cole as Trustee of the alimony decreed the plaintiff in this case heretofore filed for partial settlement having been duly given by Publication in the Marysville Tribune a newspaper of this County, and this day being the day named therein for a hearing

NO 6544
Entry

of said Report, filed, the Court it is ordered that

And the Court and Faculty for Under the for to law, and behalf Taxed Approved, D

6544
Second Report

Emma J Lee vs Alfred E. Lee

plaintiff vs At the

patient as 5th, 1899, of Mrs. M. a kindly

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cordance longer to ask the orders as

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of Said Report, the same came on this day to be heard, and no exceptions thereto being filed, the Court carefully examined the same, and finding it in all things true and correct it is ordered that the same be and it is hereby approved, confirmed and settled.

And the Court further find that there is in Said Trustee's hands a balance of Five Thousand and Twenty five Dollars of Said Trust fund which he is directed to continue to administer under the former order of this Court, by which Said Trusteeship was created, according to law, and Said order. It is further ordered that Said Trustee pay the costs in this behalf taxed to him and that a complete Record be made.

Approved, D. P. Judge.

Attest J. W. Gasnell Clerk

6544
Second
Report

Emma J. Lee - Plaintiff.

vs.

Alfred B. Lee - Defendant.

Court Common Pleas, Union County, Ohio.

Filed, March 3rd, 1902.

Now comes Edward B. Cole trustee of the alimony decreed the plaintiff in this case and presents his second report to the Court as follows:

At the time of filing the first report the plaintiff, Emma J. Lee, was a patient at the Columbus State Hospital. She was discharged stationary Dec. 5th, 1899, and returned to Delaware, where the Trustee rented a house for her of Mrs. Mary K. Potter, which she has since occupied. Mrs. Potter has taken a kindly interest in her welfare and purchased her food, clothing, fuel and other necessary articles including a few pieces of furniture. Mrs. Lee not being in condition to attend to such matters herself. The Trustee has paid the money for her support to Mrs. Potter whose receipts are herewith filed for the same. Some of the receipts are to Lucy E. Beach, who sent the money to Mrs. Potter by direction of the Trustee during his absence from the Country. The income of the fund has not been sufficient for Mrs. Lee's maintenance and a portion of the principal has been used in accordance with the order of the Court. This Trustee not desiring to serve longer hereby tenders his resignation, and upon the approval of his accounts asks that the same be accepted, his bond vacated and for such other orders as may be proper in the premises.

The interest on the Jewell mortgage was not paid when due and it became necessary to foreclose it, which was done, but the property has not been sold, to save the trust fund from any loss by the delay the Trustee has advanced this interest and reported it as paid but in fact much of it is yet uncollected. In order that his successor may not be embarrassed the Trustee is willing to take over this claim and asks the Court to order his successor to transfer it to him upon payment of the amount due the trust fund thereon. At the last report of the Trustee there remained in his hands,

\$2025, invested as follows:-

| | | | |
|-------------------------|---------|---|----|
| Loaned to Lucy E. Beach | \$1000. | @ | 6% |
| " " Charles Jewell | \$325 | @ | 7% |
| " " " | \$700 | @ | 6% |

Uninvested

The investment of the fund has remained the same. The interest on the loans has been payable March 31st of each year, and in his former report the Trustee charges himself for amounts received up to and including March 31st, 1899, and he now carries forward his present account of receipts from that date, but expenditures

from July 8th, 1899, the date of his first account.

For the year ending March 31st, 1900, the Trustee charges himself as follows:-

| | |
|---------------------------------|-----------------|
| Received interest of Mrs. Beach | \$60.00. |
| " " " Jewell | \$23.75 |
| " " " Cole, Trustee | \$42.00 |
| | <u>\$124.75</u> |

The Trustee claims credit for the following payments:-

| | |
|---|-------------------|
| Aug. 1st, 1899, Expenses Trip to Delaware No. 1 | \$5.00 |
| Oct. 27, 1899, Mary K. Potter | " 2, 25.00 |
| Dec. 22, " " | " 3, 25.00 |
| Jan. 17th, 1900 | " 4, 25.00 |
| March 3rd " | " 5, 25.00 |
| " 31st. " Trustee's Compensation, | " 6, <u>25.00</u> |
| | \$130.00 |

Balance overpaid - \$5.25

For the year ending March 31st, 1901, the trustee charges himself as follows:-

| | |
|----------------------------------|-----------------|
| Received interest of Mrs. Beach | \$60.00 |
| " " " Jewell | \$23.75 |
| " " " Cole, Trustee | \$30.00 |
| " withdrawn from uninvested fund | <u>\$200.00</u> |
| | \$313.75 |

The Trustee claims credit for the following payments:-

| | |
|--|--------------------|
| March 31st, 1900, Balance overpaid No. 6 | \$5.25 |
| April 16th " Mary K. Potter | " 7, 25.00 |
| May 19th " " | " 8, 50.00 |
| June 26th " " | " 9, 25.00 |
| July 18th " " | " 10, 25.00 |
| Sept. 17th, " " | " 11, 50.00 |
| Dec. 11th " " | " 12, 25.00 |
| Jan. 18th, 1901, Expense to Delaware | " 13, 5.00 |
| Feb. 1st, 1901, Mary K. Potter | " 14, 25.00 |
| Mar. 14th " " | " 15, 25.00 |
| " 31st. " Compensation | " 16, <u>25.00</u> |
| | \$285.25 |

Balance on hand \$27.50

For eleven months ending Feb. 31st, 1902, the Trustee charges himself as follows:-

| | |
|---|-----------------|
| Balance on hand March 31st, 1901 | \$27.50 |
| Received interest of Lucy E. Beach | \$55.00 |
| " Principal " " " | \$1000.00 |
| " Interest " Jewell | 20.90 |
| " " " Cole, Trustee | 16.50 |
| " Uninvested fund, Feb. 31st, 1902, | <u>\$300.00</u> |
| " Withdrawn from uninvested fund Feb. 21, 1901, | <u>200.00</u> |
| | \$1619.90 |

Trustee claims credit as follows:-

| | |
|--|---------|
| Apr. 13th, 1901, Mary K. Potter No. 18 | \$25.00 |
| May 17th " " " 19 | 25.00 |
| July 12th " " " 20 | 25.00 |
| Sept. 21st. " " " 21 | 25.00 |
| Oct. 17th " " " 22 | 41.83 |

Dec. 16th,
Jan. 16th,
" 21st.
" "
Feb. 20th
" "
" "
" "
" "
March 1st.

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6544 Emma J.
Entry. As
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|------------------|-------------------------------|----------|
| Dec. 16th, 1901, | Mary K. Potter No. 23, | \$25.00 |
| Jan. 16th, 1902, | Costs 1st Account " 24, | 8.09 |
| " 21st " | Mary K. Potter " 25, | 75.07 |
| " " " | Expenses trip to Delaware 26, | 5.00 |
| Feb. 20th " | Costs 2nd Account " 27, | 7.50 |
| " " " | Atlys fee for Enclosure, 28 | 15.00 |
| " " " | " " 2nd Account, " 29 | 10.00 |
| " " " | Compensation " 30, | 250.00 |
| March 1st. " | Taxes for 6 yrs, " 31 | 242.23 |
| | Total. | \$554.72 |
| | Balance in hand | 1065.18 |

No penalty was paid on taxes, counting the Jewell claim as cash there remains in the Trustee's hands the sum of \$1390.18.

State of Ohio, Madison County ss.

I, Edward E. Cole, trustee for Emma J. Lee, plaintiff, in this case make oath that the foregoing account is in all respects just and correct as I verily believe.

Edward E. Cole,

Sworn to and subscribed before me this 28th day of February, 1902,

William H. Ball, Deputy Clerk
Probate Court, Franklin County, Ohio.

6544 Emma J. Lee - Plaintiff.
Entry.

Court Common Pleas, Union County, Ohio.

Filed March 20th, 1902,

vs. Alfred E. Lee - Defendant.

Notice of filing the second account of Edward E. Cole, as Trustee of the Alimony decreed plaintiff in this case heretofore filed for final settlement having been duly given by publication in the Marysville Tribune, a newspaper of this County, and this day being the day named therein for hearing of said report, the same came on this day to be heard and no exceptions thereto being filed the Court carefully examined the same and finding it in all things true and correct, it is ordered that the same be, and it is hereby approved, confirmed, and settled. The Court further finds that there remains in the hands of said Trustee of the alimony decreed the said Emma J. Lee herein, the sum of (\$1390.18) Thirteen Hundred and Ninety and 18/100 Dollars, and thereupon the said Edward E. Cole having tendered his resignation as such Trustee, said resignation is by the Court hereby accepted, and it appearing to the Court that the best interests of said Emma J. Lee require that her said funds and business continue to be taken care of and managed by a Trustee for her, It is ordered that Mary K. Potter of Delaware, Ohio, with whom she now lives be and she hereby is appointed a Trustee for said Emma J. Lee, to succeed said Edward E. Cole, and receive from him the said balance of Alimony aforesaid remaining in his hands, for the use and benefit of said Emma J. Lee and to invest said money in such production form as she may deem best and safe for said Emma J. Lee, paying over to her such profits as she may realize from such investments from time to time each year as her necessities may require, and if need be a portion of the principal. Before entering upon the duties of said trust, the said Mary K. Potter shall execute a bond in the sum of (\$2000.) Two Thousand Dollars, with sureties to be

approved by the Clerk of this Court for the faithful discharge of said duties, said bond to be filed with said Clerk, It is further ordered that the said Mary K. Potter, transfer and assign to said Edward C. Cole, the Jewell Mortgage referred to in said Cole's Report, as uncollected, but taken over by him and accounted for as money in his hands in said Report, and upon the execution of said bond and transfer of mortgage it is ordered that said Edward C. Cole pay over to said Mary K. Potter, as Trustee aforesaid, the said sum of \$1390⁰⁰ remaining in his hands less the costs of this proceeding taxed to \$- including an Attorney fee in the premises of \$35⁰⁰ to J. B. Cole Esq. and upon compliance with this order he is hereby discharged from the duties and responsibilities of said office, and this bond as such Trustee vacated, and said payment to said new Trustee shall be regarded as a payment to said Emma J. Lee.

6544
Legal Notice

Notice is hereby given that the second Account of Edward C. Cole, as Trustee of Emma J. Lee has been filed in the Common Pleas Court of Union County, Ohio, for hearing on the 20th day of March, 1902, at nine o'clock in the forenoon, or as soon thereafter as it is reached, All persons are required to attend at such settlement and make known their objections thereto if any they have,
Edward C. Cole, Trustee of Emma J. Lee,
The State of Ohio, Union County ss.

The undersigned being duly sworn, says that a copy of the annexed notice was published for two consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March 5th, 1902,
J. H. Greiner,

Sworn to and subscribed before me this 20th day of March 1902,
(Seal) Chas. B. Woodward, Clerk

6544
Bond

Know all men by these presents, that Mr. Mary K. Potter principal, and The United States Fidelity and Guaranty Co. a corporation created and existing under the laws of Maryland, Surety, are held and firmly bound unto Emma Lee, her heirs and assigns in the sum of Two Thousand Dollars, to the payment of which, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, and administrators, Signed by us and dated this 20th day of March A.D. 1902, The condition of the above obligation is such that, whereas the said Mary K. Potter, was on the 20th day of March, A.D. 1902, appointed by the Court of Common Pleas of Union County, Ohio, Trustee for the said Emma Lee; now if the said Mary K. Potter shall faithfully perform the duties of Trustee, and render to this Court a report of her transactions as such Trustee, together with a full and complete account of all monies received and disbursed in the discharge of her duties as such Trustee of the Alimony granted the said Emma Lee in Cause No. 6544 in the Court of Common Pleas of Union County, Ohio; then this obligation to be void; otherwise to remain in full force and virtue in law, Mary K. Potter,

Executed in presence of
C. R. Potter,

The United States Fidelity and Guaranty Co.
By Frank Tallmadge, Genl. Agent.
and C. C. Mostou, Atty.

6544
Entry

Emma J. Lee
vs.
Alfred E. Lee

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6544
Report

Emma J. Lee
vs.
Alfred E. Lee

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6544
Entry

Emma J. Lee - Plaintiff

vs. Court Common Pleas, Union County, Ohio.
Alfred E. Lee - Defendant. Filed March 20th, 1902.

And now comes Mary K. Potter, heretofore appointed Trustee in this case and presents her undertaking in the sum of Two Thousand Dollars with the United States Fidelity and Guaranty Co. as surety on said bond, which said Bond is hereby accepted by the Court.

Attest, Charles F. Woodward, Clerk

6544
Report

Emma J. Lee.

vs. Court of Common Pleas Union County, Ohio.
Alfred E. Lee. Filed Mar 22nd 1904.

Now comes Mary K. Potter, Trustee of the Alimony decreed to plaintiff in this case and makes her report as such Trustee as follows: The former Trustee, Edward E. Cole, satisfied the decree of the Court of March 20th 1902, by paying over to Mary K. Potter as his successor in said trust the sum of \$1359.58 and paying costs taxed therein \$30.60 in all \$1390.18 in full of the balance found in his hands on his final settlement. From March 20th 1902, till this time, the plaintiff remained an invalid in the care and charge of the said trustee, Mary K. Potter and all her bills and expenses were paid by said trustee and the receipts and disbursements of said trustee were as follows:-

| | |
|--|------------|
| 1 st Year: March 20 th 1902, to March 20 th 1903, Received of Edward E. Cole, under the decree of the Court on his final settlement | \$ 1359.58 |
| Interest on \$800, invested at 6% | 48.00 |
| Total | \$ 1407.58 |

Said Trustee credits herself with disbursements as follows Mar 20th 1903.

| | |
|--|------------|
| Commission on \$1359.58 | \$ 8.57 |
| Transfer | 10.00 |
| Compensation | 25.00 |
| Cost of bond | 10.00 |
| Taxes | 24.00 |
| Bill rendered | 50.00 |
| Bal unpaid bills | 6.00 |
| 1 year's support to March 20 th 1903. | \$ 294.38 |
| Bal. on hand March 20 th 1903 | \$ 500.95 |
| | \$ 858.63 |
| | \$ 1359.58 |

| | |
|---|-----------|
| 2nd year March 20 th 1903. to March 20 th 1904. | \$ 858.63 |
| Balance on hand. | 30.00 |
| Int. on \$500.00 at 6% | \$ 888.63 |

| | |
|---|-----------|
| Contra. Trustee credits herself as follows: | \$ 275.00 |
| Expended for years support | 25.00 |
| Compensation | 1.80 |
| Commission on \$30 interest | 2.88 |
| " " 40 " | 10.00 |
| Atty. fees this account and settlement | 10.00 |
| Trip to Marysville to settle | 324.68 |

Continued
on page 568.

Record continued from page 94 of this volume.
 On June 10th, A.D., 1902, the following motion was filed, to-wit:-

5638

George Craudall. - Plaintiff.
 Vs. Court Common Pleas, Union County, Ohio.

Jasper Woodworth et al. Defendants

Now comes George Craudall, plaintiff herein, and moves the Court for its order granting leave to Robert McCrory, custodian of a balance in his hands of \$448.⁶⁷ of the estate of Asel Woodworth decd, to pay the same into the Clerk of this Court, and also for an order of the Court that said sum be distributed among the heirs of said Asel Woodworth in the following proportions, to-wit:-

| | | |
|----------------------|--------------------------------|------------------|
| To Jasper Woodworth | the one thirtieth part thereof | $\frac{1}{3}$. |
| " Benjamin Woodworth | " " " " " " | $\frac{1}{3}$. |
| " Reuben Woodworth | " " " " " " | $\frac{1}{3}$. |
| " Alonzo Woodworth | " " " " " " | $\frac{1}{3}$. |
| " Charles Woodworth | " " " " " " | $\frac{1}{3}$. |
| " William Woodworth | " " " " " " | $\frac{1}{3}$. |
| " John F. Woodworth | " " " " " " | $\frac{1}{3}$. |
| " Allen Woodworth | " " " " " " | $\frac{1}{3}$. |
| " Sarah Morse | " " " " " " | $\frac{1}{3}$. |
| " Cynthia Bates | " " " " " " | $\frac{1}{3}$. |
| " Inez Morau | " " " " " " | $\frac{1}{3}$. |
| " George Craudall | " " " " " " | $\frac{1}{3}$. |
| " Ada Lee | " " thirty-ninth " " " | $\frac{1}{39}$. |
| " Clara Kennedy | " " " " " " | $\frac{1}{39}$. |
| " Emma Bales | " " " " " " | $\frac{1}{39}$. |

On June 10th, 1902, the following Entry was filed.
 George Craudall - Plaintiff.

5638

Vs. Court Common Pleas, Union County, O.
 Jasper Woodworth et al. - Defendants. June 10th, 1902.

This cause now coming on to be heard on the motion of George Craudall, plaintiff herein, for leave to Robert McCrory, custodian of a balance of \$448.⁶⁷ of the estate of Asel Woodworth deceased, to pay the same into the Clerk of this Court for said estate; and for an order of this Court for the equal distribution of said money among the heirs of said Asel Woodworth, according to a former order in this case.

Upon due consideration thereof by the Court it is ordered and adjudged that Robert McCrory pay said sum of \$448.⁶⁷ to the Clerk of this Court and that after the cost of this proceeding is paid, that the Clerk distribute said sum equally among the following persons, in the following proportions, to-wit:-

| | | |
|-----------------------|--------------------------------------|-------------------|
| To George Craudall | the equal one thirtieth part thereof | ($\frac{1}{3}$) |
| To Jasper Woodworth | " " " " " " | ($\frac{1}{3}$) |
| To Benjamin Woodworth | " " " " " " | ($\frac{1}{3}$) |
| To Reuben Woodworth | " " " " " " | ($\frac{1}{3}$) |
| To Alonzo Woodworth | " " " " " " | ($\frac{1}{3}$) |
| To Charles Woodworth | " " " " " " | ($\frac{1}{3}$) |
| To William Woodworth | " " " " " " | ($\frac{1}{3}$) |
| To John F. Woodworth | " " " " " " | ($\frac{1}{3}$) |

To Alice
 To Sarah
 To Cynthia
 To Inez
 To Ada
 To Clara
 To Emma

6000

overs from page 565.
 Expended \$ 324.68
 Balance on hand 563.95
 \$ 886.63

State of Ohio,
 Delaware County ss: } Mary K. Potter being duly sworn says that the foregoing is a correct and true account of Administration of said trust in above entitled case of Emma S. Lee vs. Alfred C. Lee.
 Sworn to and subscribed before me this 15th day of March, 1904.
 Eugene H. Owen
 Notary Public
 (Seal)

6544
Legal
Notice

Notice is hereby given that the first account of Mary K. Potter as trustee of Emma S. Lee has been filed in the Common Pleas Court of Union County, Ohio for settlement, and that said account will be for hearing on the 7th day of April, 1904, at 2 o'clock P.M. or as soon thereafter as it is reached. All persons interested are required to attend at such settlement and make known their objections thereto if any they have.
 Mary K. Potter, Trustee

State of Ohio,
 Union County } ss: Personally appeared before me, A. J. Hare and made solemn oath, that the notice, a copy of which is hereto attached, was published for two consecutive weeks on and next after Mch. 24th 1904, in the Union County Journal, a newspaper of general circulation in the County aforesaid.
 Sworn to before me and signed in my presence this 7th day of April A.D. 1904.
 A. J. Hare,
 Chas. C. Penhorwood, Clerk
 (Seal)

6544
Entry

Emma S. Lee.
 vs.
 Alfred C. Lee.
 Court of Common Pleas, Union County, Ohio.
 Apr. 7th, 1904.
 Notice of filing the report of Mary K. Potter as trustee of the alimony decreed heretofore to plaintiff in this case, filed for partial settlement, having been duly given for publication in the Union County Journal, a newspaper of this county, and this being the day named therein, for a hearing on said report, the same came on for hearing, and no exceptions being filed to said report, the same was submitted to the Court on the papers and evidence. On consideration whereof, the Court having carefully examined the same and finding it in all things true and correct, it is ordered that the same be and it is hereby approved, confirmed and settled. And the Court further find, that there is in said Trustee's hands a balance of Five hundred and sixty three dollars and 95 cents (\$563.95) which she is directed to administer under the former order of this Court by which said Trustee's report was sealed according to law and said order. And it is further ordered that said Trustee pay the costs in this behalf taxed to her. And that a complete record be made.

Attest: Chas. C. Penhorwood, Clerk,
 By Milton Haines, Deputy.

6581
Motion

Wora
vs.
Lasso
Alma P.

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Order.

Wora
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6581
Motion

Wora Potts
vs.
Lasso Potts &
Alma Potts

Court of Common Pleas, Union County, Ohio.

Wora Potts, the above named plaintiff, moves the Court herein for the allowance of a conditional order of review of the judgment rendered in this action in her favor and against the said defendant, Lasso Potts at the January Term of said Court A.D. 1894, to wit, on the 15th day of January A.D. 1894, for the sum of Four hundred dollars and \$4.27 cost with interest at the rate of 6% per annum from the 15th day of January A.D. 1894, which judgment is wholly unsatisfied and upon which judgment execution has been served out on, and on the 20th day of November 1898, said order to be for the full amount of said judgment, interest and costs. Said Execution was levied upon the undivided one fourth part of 64 1/2 acres of real estate in which Lasso Potts owned the fee subject to the life estate of one Washington Potts. That on the day of A.D. 1898 said Lasso Potts died seized of the real estate described in said Execution, leaving only one child and heir to his estate to wit: Alma Potts who is now 15 years of age. That said Lasso Potts left no other property in his own right except said real estate and no administrator was needed and appointed. Said plaintiff asks for an order of review of said judgment against the estate of said Lasso Potts and for all proper relief in the premises.

J. M. Kennedy, atty. for Plaintiff.

The State of Ohio } ss:-

Union County } Said Plaintiff, Wora Potts being first duly sworn says the facts and allegations of the foregoing motion are true as she verily believes.

Sworn to and subscribed before me this 25th day of November, 1903

(Seal)

J. M. Kennedy, Notary Public.

6581
Order.

Wora Potts,
vs.
Lasso Potts, et al.

Court of Common Pleas, Union County, Ohio.

In this case on motion of said plaintiff, Wora Potts, 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 Four hundred Dollars and Fourteen + 24/100 Dollars costs, with interest from the 15th day of Jan. A.D. 1904. It is therefore ordered that said Lasso Potts and Alma Potts 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 20th day of Jan. A.D. 1904, and in default of such showing, that said judgment to stand revived for said sums of money.

6581
Summons

The State of Ohio, } ss: To the Sheriff of Union County, Greeting:
 Union County } Whereas, in the case of Flora Potts against Laseo
 Potts and Alma Potts 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, Flora Potts and it being made to appear to the
 Court that the said judgment heretofore has become dormant, and
 that there is still due thereon the sum of Four hundred dollars and
 Court costs + 2/100 Dollars costs, with interest from the 15th day of January
 A.D. 1894, it is therefore ordered that said Laseo Potts and Alma Potts
 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 20th
 day of January A.D. 1904, 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 Laseo
 Potts and Alma Potts who are required to answer unto the same
 by the 20th of Jan. 1904, and make return of the same on the 18th
 day of Jan. A.D. 1904. Witness my hand and the Seal of said Court,
 this 14th day of Jan. A.D. 1904. (Seal) Chas. C. Fokhouwood, Clerk
 Sheriff's Return,

Received this writ January 5th A.D. 1904, at 8 o'clock A.M. and pursuant to
 its command, I served same by personally handing to Alma Potts
 a true and certified copy of this writ with all the endorsements thereon
 Jan 12th 1904, Alma Potts being a minor, I also served a copy of this
 writ on Deva J. Potts (the mother of Alma Potts, she having no guardian
 and her father being dead) as will be shown by her acknowledgment
 of same on enclosed notice to wit: I Deva J. Potts whose name appears
 in the record of the within case, as Flora J. Potts, being the same person
 named in said case and should by Deva J. Potts hereby waive the
 service of the within summons in this case and enter my appearance
 heretofore this 12th day of January, 1904. Deva J. Potts.
 Laseo Potts not found and reported dead.
 Fees: \$1.01 S. H. Burnham, Sheriff

6581
Entry

Deva J. Potts
 vs.
 Laseo Potts et al.
 Court of Common Pleas, Union County, Ohio.
 Jan. 27th 1904
 This day on motion of plaintiff by her attorney,
 the Court appoints A. H. Kellefrath Guardian ad Litem for
 the minor defendant, Alma Potts. And now comes the said A. H.
 Kellefrath and in open Court accepts said appointment, and files
 heretofore the answer of said ward.

6581
Answer

Deva J. Potts.
 vs.
 Laseo Potts et al.
 Court of Common Pleas, Union County, Ohio.
 Now comes A. H. Kellefrath, Guardian ad Litem of Alma
 Potts, an infant, by the appointment of the Court and for answer of
 said minor, says he admits that said Deva J. Potts obtained the
 judgment described in the motion of revival filed in this case and

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Order

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that the same has become dormant as claimed, said Guardian ad Litem further says that said Alma Potts, his ward in this case, is the only living child of said Laseo and Hena J. Potts and that said Laseo Potts is dead as he is informed and believes; and said Guardian ad Litem being ignorant of the facts if any others exist, asks the court to protect his ward's rights in the premises.

A. H. Kellefath, Guardian ad Litem,

6581
Order

Hena J. Potts,

vs.

Laseo Potts et al.

Court of Common Pleas, Union County Ohio,

This day this cause came on to be heard by the Court, and the Court finding that said defendant, Alma Potts, only surviving heir of said Laseo Potts, deceased, has been duly served with a copy of the Conditional Order of Revivor heretofore issued herein, and said Alma Potts has answered by A. H. Kellefath, her Guardian ad Litem 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 Four hundred dollars and fourteen $\frac{27}{100}$ Dollars, costs, with interest from the 15th day of January, 1894, at 6% per annum, be and the same doth stand revived against the estate of Laseo Potts, deceased, who died on or about the day of 1898. And that the plaintiff recover against his estate her costs and about this proceeding of revivor, incurred and expended, taxed at \$

Attest: Chas. C. Penhorwood, Clerk.
By Milton Haines deputy.

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A. H.
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