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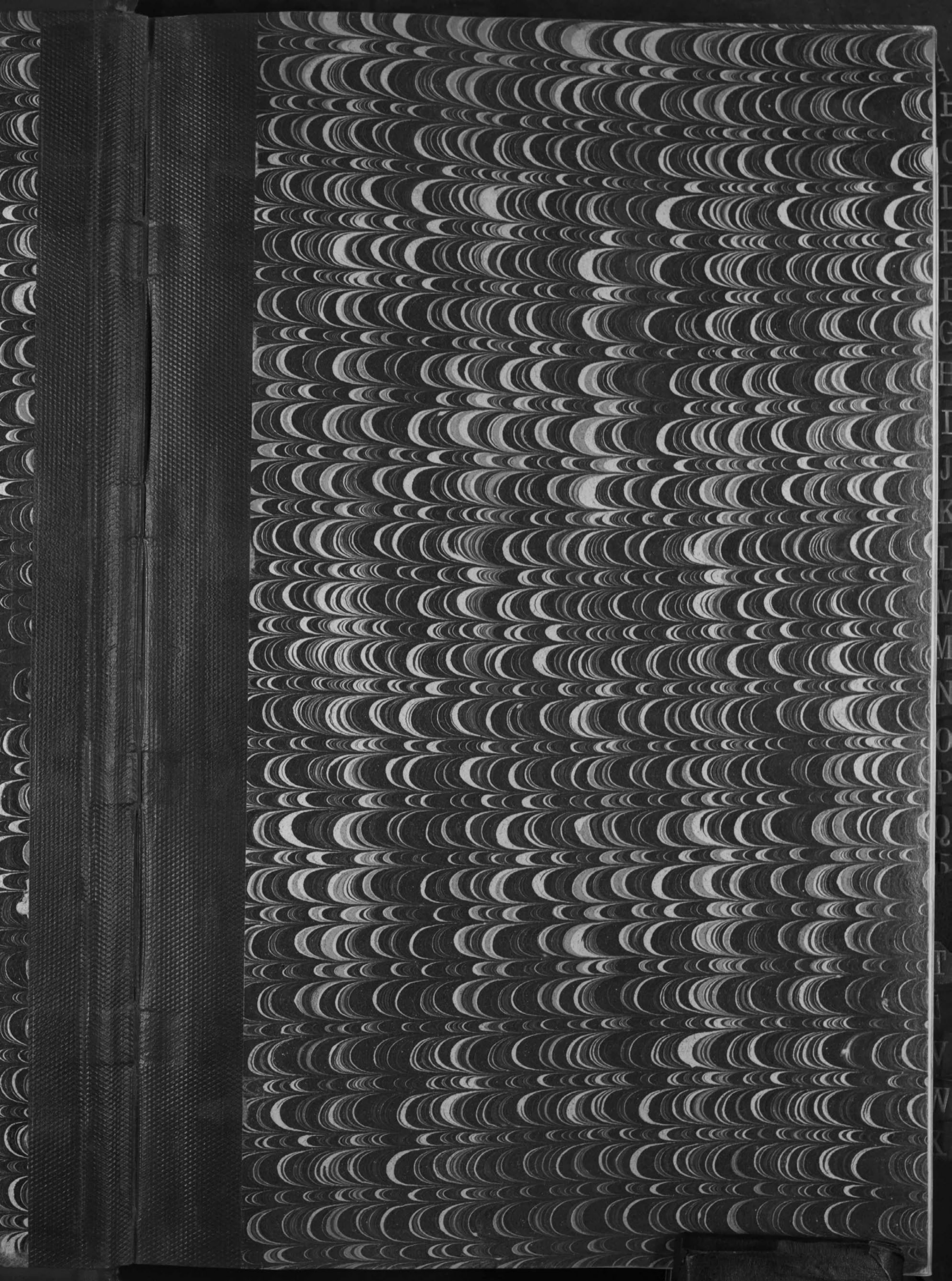
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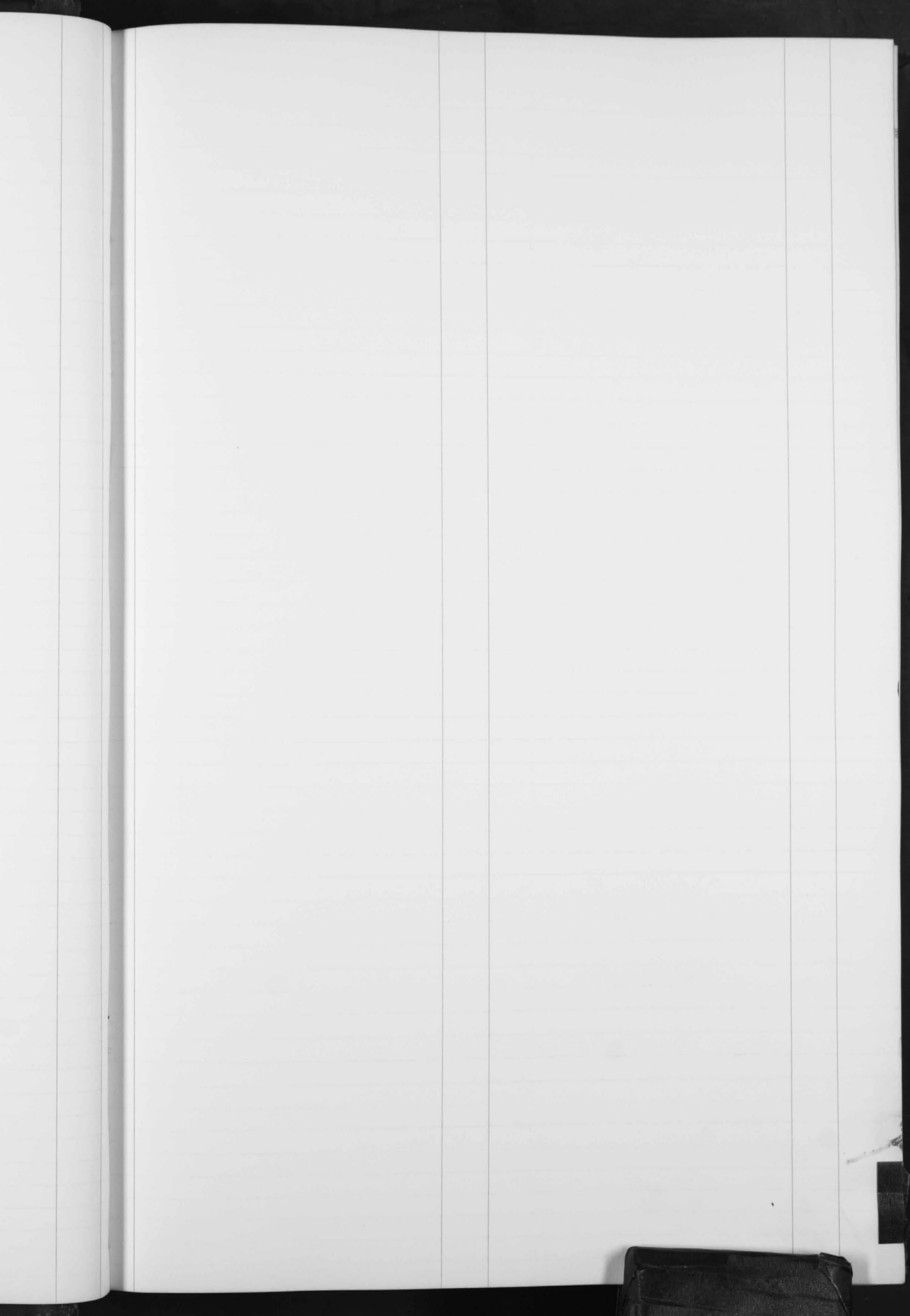
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Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of January, to-wit, on the 15th day of January in the year of our Lord one thousand eight hundred and ninety four.

Best remembered that, heretofore, to-wit, on the 11th day of March A. D. 1894, Augustus H. Dabie filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. F. Roll et al. to-wit:

Augustus H. Dabie, Plaintiff

In Union County, Ohio.
Court of Common Pleas.

vs.
J. F. Roll & Mary Roll, Defendants

The plaintiff says: The christian name of the defendant in full is not known to plaintiff but he is commonly called J. F. Roll. The plaintiff says that on or about the 8th day of February 1893 while the plaintiff and his wife were temporarily absent from their home the defendants wrongfully and unlawfully broke into defendants residence and unlawfully took from the possession of the plaintiff and converted to their own use the following goods and chattels to-wit: 3 bedroom sets; 1 sewing machine; 1 extension table; 1 kitchen stove; 1 gasoline stove; 2 rocking chairs; 1 single lounge chair; 22 yards Brussels carpet; 3 ingrain carpets, containing about 61 yards; 12 yards straw matting; 2 rugs; 6 silver knives and forks; 12 plated teaspoons; 9 feather pillows; 1 feather bed; 6 blankets; 3 comforts; 6 quilts; 1 white spread; 3 lamps; 1 full set of dishes; 1 lot of glass-ware; 1 small kitchen cupboard; 1 meal chest; 2 smoothing irons; 1 wash tub; 1 wash-board; 1 wash-boiler; 2 looking glasses; 7 sheets; 9 pillow cases; 5 table cloths; 11 napkins; 6 table spoons; 1 set common knives and forks; 12 hand towels; 1 clock; lot cooking utensils; 3 oil paintings; 6 pictures; 3 stand covers; 1 organ stool; 1 sofa pillow; 1 Bible; 1 album; 4 pair of lace curtains; 4 curtain poles; 3 pair window shades; 2 wash-tubs; 2 pithers; 1 coal bucket; 1 clothes-line; lot clothes pin; 1 breast pin; 2 pair bracelets; lot of books; lot of vases & bottles; 1 bucket; 1 trunk; 1 ironing-board; 1 bass food; 1 case of horses shoes; 1 diploma; lot of oil-cloths; 1 small folding chair; 1 child's stool; a lot of womens clothing; a lot of children's clothing, and other articles of personal property which plaintiff is now unable to enumerate, all being the property of the plaintiff and of the value of six hundred dollars, and said defendants still unlawfully detain said property from the plaintiff to the damage of the plaintiff in the sum of six hundred dollars. Wherefore the plaintiff prays judgment against said defendants for said sum of six hundred dollars with interest from the 8th day of February 1893, and for all such other relief as may be just.

J. L. Cameron, Attorney for Plaintiff.

The State of Ohio,
Union County, ss:

Augustus H. Dalie being first duly sworn says the facts stated and the allegations made in his foregoing petition are true as he believes.

Augustus H. Dalie,

Sworn to before me and signed in my presence this 11th day of March A.D. 1893. (Seal) R. M. Crony, Clerk of Court.

Præcipe To the Clerk:

Issue Summons returnable according to law. Amount claimed \$600⁰⁰ interest from February 8th, 1893 to the Sheriff of Union County.

J. L. Cameron, Attorney for Plaintiff.

Afterward, on the 11th 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:

Summons

6 5 20

You are hereby commanded to notify J. F. Roll and Mary Roll that they have been sued by Augustus H. Dalie 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 11th day of March A.D. 1893.

R. M. Crony, Clerk.

Endorsed: "In action for amount claimed \$600⁰⁰ with interest from February 8th, 1893."

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:

Sheriff's Return

6 5 20

Ser. ² Return	50	The State of Ohio	Sheriff's Return.
Mileage	170	Union County	
Copy	30		
Return	25		
Total	\$ 265		

Received this writ March 11th A.D. 1893, at 6 o'clock P.M. and served same by delivering a certified copy of this writ with the endorsements thereon to the within named defendants J. F. Roll and Mary Roll personally on the 14th day of March 1893.

Wm. A. Snodgrass, Sheriff.

Motion

6 5 20

Afterward, on the 18th day of March A.D. 1893, a motion was filed with the Clerk of said Court, to wit:

Augustus H. Dalie, Plaintiff

or,

J. F. Roll & Mary Roll, Defendants

Court of Common Pleas,
Union County, Ohio.

now come the defendants and move the Court to require the plaintiff to give security for costs as required by law: he being a non resident of said County: and in default of his so doing within a reasonable time to be fixed by the

Court.

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Answer

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Court that this cause be dismissed.

W. W. Merchant, Attorney for Defendant.

Demurrer

Afterward, on the 15th day of March A. D. 1893, a Demurrer was filed with the clerk of said Court, to wit:

6.5.20

Augustus H. Dalie, Plaintiff

vs.

J. F. Roll & Mary Roll Defendants

Court of Common Pleas,
Union County, Ohio

Now come the defendants and demur to the petition of plaintiff herein on the grounds that the petition does not state - - - sufficient to constitute a cause of action in favor of the plaintiff and against the defendant.

W. W. Merchant, Attorney for Defendant

Afterward, on the 15th day of April A. D. 1893, an Answer was filed with the clerk of said Court, to wit:

Answer

Augustus H. Dalie, Plaintiff

vs.

J. F. Roll, & Mary Roll, Defendants

Common Pleas Court,
Union County, Ohio.

6.5.20

Now comes the defendant J. F. Roll and for answer says: That he denies each and every allegation in said petition. Second cause: This defendant further says that on or about the 22nd day of December A. D. 1892, the plaintiff duly executed and delivered to this defendant his one certain promissory note for the sum of Fifty dollars with interest at the rate of eight percent, per annum due and payable in one year from date.

That to secure the payment of said promissory note as aforesaid the said Augustus H. Dalie duly executed and delivered to this answering defendant a chattel mortgage thereby conveying to this defendant the following goods and chattels belonging and being the property of the said plaintiff, to wit: All the beds and bedding, bureau chairs, looking-glasses, sewing machines and all household goods and furniture owned by me being and now situate in premises known as 139 Vine Street, Columbus, Ohio.

That the said plaintiff did covenant and agree with this said defendant that if he failed to pay said note at maturity or should commit any waste or misuse said above mentioned property or should attempt to secrete the same, then and in that event the said mortgage, the said J. F. Roll might enter into and take the same.

And it was further agreed by the said Augustus H. Dalie, the plaintiff, that at any time before said debt become due that the said defendant might deem it necessary for the more complete and perfect security of his said claim it shall be lawful for the said defendant J. F. Roll either with or without legal process or other aid or assistance enter on and into the premises and dwellings of the said Augustus H. Dalie, the plaintiff or any other place that said property might be placed and there take and carry away the said goods and chattels and dispose of the same at public auction or at private sale as he this defendant

might elect, and out of the fund so arising from said sale to deduct the expense of selling and the amount of said note with the interest and costs thereon; That the said Augustus H. Dalie agreed to all of said terms and that he duly signed the same. That this defendant made solemn oath to the justness of said claim so secured by said chattel mortgage before a Notary Public who duly certified under his hand and seal of the 22nd day of December A. D. 1893.

That the plaintiff removed said property covered by said chattel mortgage from his premises at 139 Vine Street, Columbus, Ohio, to this defendant's building in Rosedale Madison County, Ohio, on or about the 1st day of January 1893. That he, the said plaintiff only occupied said premises about four or five weeks and then abandoned the same, tried to sell off everything and took his family and clothing and returned to Columbus, Ohio, where he secured a job of work and began to work in the said City of Columbus.

That after the plaintiff had been gone about five weeks and upon this defendant learning from good authority that the said plaintiff was not coming back to live at Rosedale, Madison County, Ohio, and upon learning that said goods and chattels so secured to him this defendant by said chattel mortgage were being badly damaged by rain and exposure that this defendant went into said dwelling and took said goods and chattels covered by said chattel mortgage and removed the same to his own premises in Irwin, Union County, Ohio, where he caused the same to be appraised and after due notice of his intention he sold the same for the sum of thirty-six dollars leaving a balance due him on his said note of fifteen dollars. This this defendant was unable to sell said good and chattels for more on account of the condition the said Dalie had left them in.

Wherefore defendant prays that he may go hence without day and recover his costs.
State of Ohio,
Union County, ss: | W. W. Merchant, Attorney for F. J. Roll

F. J. Roll being first duly sworn says that the facts stated and allegations made in his foregoing answer are true as he believes.
F. J. Roll.

Sworn to before me and by the said F. J. Roll subscribed in my presence this 13th day of April A. D. 1893.
W. A. Garrard J. C. in & for said County.

Afterward, on the 15th day of April A. D. 1893, an Answer was filed with the Clerk of said Court, to wit:
Augustus H. Dalie Plaintiff

Answer of Mary Roll

vs. F. J. Roll & Mary Roll, Defendants
Common Pleas Court, Union County, Ohio.
Now comes the defendant, Mary Roll, and for answer says: That she denies each and every allegation in said

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Reply
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Entry
6.5.20

petition contained.

Wherefore the said defendant Mary Roll prays the Court that she may go hence without day and recover her costs taxed at \$ - -
W. W. Merchant Attorney for Mary Roll.

State of Ohio,
Union County, ss: |

Mary Roll being first duly sworn says the facts stated and allegations made in her foregoing answer are as she believes true.

Mary R. Roll.

Sworn to before me and subscribed in my presence this 13th day of April A.D. 1893.
W. A. Garrard, J.P.

Afterward, on the 20th day of September A.D. 1893, a Reply was filed with the Clerk of said Court, to wit:

Augustus H. Dalie, Plaintiff

Reply
6520

F. J. Roll ^{vs.} & Mary Roll, Defendants

The State of Ohio
Union County, ss:

To the Court of Common Pleas

The plaintiff for reply to the second defense set up in the answer of said F. J. Roll says he admits making the note mentioned in the said answer, and that the same was secured by a chattel mortgage of some kind but this defendant denies that it covered the property mentioned in the petition or that it gave the defendant any right to take said property and denies each and every allegation and averment in the said answer contained and not herein or in the petition admitted.

Wherefore he prays as he has always prayed for judgment &c:
J. L. Cameron Attorney for Plaintiff.

The State of Ohio
Union County, ss: |

A. H. Dalie being first sworn says the facts stated and allegations made in his foregoing reply are true as he believes.
A. H. Dalie.

Sworn to before me and signed in my presence this 19th day of September 1893.

John M. Brodrick, Notary Public,
Union County, Ohio.

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

Augustus H. Dalie

Journal 16, Page 447.

Entry
6520

F. J. Roll et al.

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

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|---------------------------------|---------------------------------|---|
| 1 st W. P. Husey, | 5 th Jesse Williams, | 9 th G. S. Welch, |
| 2 nd J. N. Skidmore, | 6 th Bert Thompson, | 10 th Hugh M ^{rs} Adow, |
| 3 rd Samuel Warner, | 7 th W. S. Burgoon, | 11 th C. W. Judd, |
| 4 th John Harris, | 8 th James La Dow, | 12 th Alfonso Malone, |

who were duly impanelled and sworn herein, and the Jury

having heard the evidence in part, the hour of adjournment having arrived the farther hearing of this case was continued until 8:30 o'clock tomorrow morning.

Afterward, on the 26th day of September A. D. 1893, an entry was made on the Journal by the Clerk of said Court.

Entry
6.5.20

Augustus H. Dalie
vs.
F. J. Roll et al

Journal 16, Page 448

This day again came the parties herein by their Attorneys, also came the Jury heretofore impaneled and sworn herein and the trial proceeded and the said Jury having heard the evidence adduced, the hour of adjournment having arrived, the farther hearing of this case was continued until 8:30 tomorrow morning.

Afterward, on the 27th day of September A. D. 1893 an entry was made on the Journal by the Clerk of said Court.

Entry
6.5.20

Augustus H. Dalie
vs.
F. J. Roll et al

Journal 16, Page 449.

This day again came the parties by their Attorneys also came the Jury heretofore impaneled and sworn herein and the trial proceeded. And the Jury having heard the remaining testimony and the arguments of counsel in part, the hour of adjournment having arrived this cause was continued until 8:30 tomorrow morning.

Afterward on the 28th day of September A. D. 1893, an entry was made on the Journal by the Clerk of said Court.

Entry
6.5.20

Augustus H. Dalie
vs.
F. J. Roll et al

Journal 16, Page 450.

This day came the parties by their Attorneys, also came the Jury heretofore impaneled and sworn herein, and the said Jury having heard the remaining arguments and charge of the Court retired to their room for deliberation 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 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 defendants at the sum of \$355.⁰⁰
W. S. Burgorn Foreman.

Afterward, on the 29th day of September A. D. 1893, a motion for New Trial was filed with the Clerk of said Court.

Motion
6.5.20

Augustus H. Dalie
vs.
J. F. Roll & Mary Roll

Court of Common Pleas
Union County, Ohio.

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Now comes the defendants and move the Court to set aside the verdict in this case rendered by the Jury and grant a new trial for the causes following, to wit:

First: Because of irregularity in the proceedings of the Court and Jury and plaintiff by which the defendants were prevented from having a fair trial.

Second: Because of misconduct of the Jury and plaintiff.

Third: Because of accident and surprise which ordinary prudence could not have guarded against.

Fourth: Because of excessive damages appearing to have been given under the influence of passion and prejudice.

Fifth: Because of error in the assessment of the amount of recovery the same being excessive and much greater than the evidence in the case justifies.

Sixth: Because the verdict is not sustained by sufficient evidence and is contrary to law.

Seventh: Because of newly discovered evidence material to the defendants which he could not with reasonable diligence have discovered and produced at the trial.

Eighth: Because of error of law occurring at the trial and excepted to by the defendants.

Therefore defendant respectfully ask that said verdict be vacated and a new trial in this case be granted.

Robinson & Woodburn,

Attorneys for Defendants.

Afterward, on the 13th day of December A. D. 1893, an Entry was made on the Journal by the Clerk of said Court, to wit:

Augustus H. Dialie

vs.

Journal 16, Page 487.

Frank Roll et al

Entry
65-20

This cause now coming on for hearing, on motion of the defendant for a new trial, and for leave to file affidavits in support of the same.

The Court on consideration thereof grants leave to the defendants to file affidavits until December 29th, 1893, and grants leave to the plaintiff to file counter affidavits until January 15th, 1894.

Afterward, on the 17th day of January A. D. 1894, an Entry was made on the Journal by the Clerk of said Court Augustus H. Dialie

vs.

Journal 16, Page 497.

F. J. Roll et al.

Entry
65-20

The Jury at the September Term 1893 of this Court having rendered their verdict in this case in favor of the plaintiff in the sum of three hundred and fifty five ³⁴/₁₀₀ dollars, and a motion for a new trial having been made and continued until the present Term of this Court.

This now coming on to be heard on the motion to set aside the verdict and for a new trial, and the Court being of the opinion that the damages assessed by the

Jury are excessive to the amount of one hundred dollars, and the plaintiff herein in Court now consenting to remit the excess aforesaid, thereupon the said sum of one hundred dollars being remitted and deducted from the said verdict the Court overrule the motion for a new trial.

It is therefore considered that the plaintiff Augustus H. Dale recover from the defendants F. J. Roll and Mary E. Roll the sum of two hundred and fifty five $\frac{39}{100}$ dollars with interest from the first day of said September Term of this Court 1893, being the residue of the damages by said jury assessed together with his costs herein expended.

Attest
W. J. Gory, 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 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 16th day of December A. D. 1893, Lawrence Martin et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Olford Hale et al.

Lawrence Martin et al
Robert Samler, Plaintiff

Court of Common Pleas,
Union County, Ohio.

vs.
Olford Hale et al
Sarah A. Hale, Defendants

The said plaintiffs say that on the first day of February 1887 the said defendants in consideration of seven thousand four hundred dollars paid to them by plaintiffs sold and conveyed to plaintiffs and their heirs and assigns the following real estate situate in said County of Union in the State of Ohio, to-wit: Being all of lots Nos 5-7 of the subdivision of the Glasco M^{rs} Powell farm, each lot containing 46 acres of land and in their said deed of conveyance warranted and covenanted to said plaintiffs that said lands were unincumbered and that they would warrant and defend said land against all encumbrances to said plaintiffs their heirs and assigns.

That afterwards on the 5th of September 1887 said plaintiffs sold and conveyed said lands by deed containing a warranty against all encumbrances thereon to one Matthias Boschky and his heirs and assigns, and the part of said

Petition
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consideration of \$7400. paid to said defendants for said lot N^o 5 of 46 acres was thirty-seven hundred dollars and plaintiffs say said land N^o 5 was not unencumbered at the time said deed was executed by defendants to the plaintiffs but on the contrary a mortgage for the sum of \$2100.⁰⁰ executed by John R. M^o Dowell to Nancy H. Bland had prior thereto been recorded and was in full force and a lien on said lot N^o 5 and that said Nancy H. Bland having died and Ray G. Morse having been duly appointed Administrator of her estate, he filed his petition as said Administrator in the Court of Common Pleas of the County of Union aforesaid against said Matthias Boschky of which defendants were duly notified and at the April Term of said Court in the year 1893 said Administrator obtained a decree against said Boschky for the sum of \$4368.⁰⁰ and costs of Court from which decree said Boschky appealed to the Circuit Court of said County and at the October Term 1893 of said Circuit Court, to wit: October 10th, 1893 said Administrator again obtained a decree against said Boschky for the sum of \$4441.⁰⁰ and Court costs and under said decree said Administrator caused said lands to be sold by the Sheriff of said County for the sum of thirty-four hundred and fifty dollars which sale was duly confirmed and a deed therefore executed to Anna Loula Lowe the purchaser of said land and thereby the said Boschky lost said land and was evicted therefrom and said Boschky demanded of plaintiffs that they make good to him their said covenants of warranty and thereupon said plaintiffs at an expense to them of the sum of three thousand and ten dollars paid by them purchased said land from said Anna Loula Lowe and procured the land aforesaid to be conveyed to said Boschky and his heirs and assigns and thereby they made good to him their said covenant of warranty and afterwards on the 16th day of December 1893 said plaintiffs demanded of the defendants that they make good to plaintiffs their said warranty in their said deed to plaintiffs and demanded of them that they pay to plaintiffs said sum of thirty hundred and ten dollars and interest but defendants neglected to pay and did not pay them said sum or any part thereof and there is due the plaintiffs from the defendants by reason of their said covenants of warranty made February 1st, 1887 said sum of \$3010. for which with interest from December 16th 1893 they ask judgment against said defendants.

Robinson ^{3d} Woodburn,
Attorneys for the Plaintiff.

The State of Ohio,
Union County, ss:

Lawrence Martin, one of the plaintiffs being duly sworn doth depose and say he believes the allegations of the foregoing petition are true.

Lawrence Martin.

Sworn to before me and signed in my presence this 16th day of December 1893. (Seal) R. M. Leroy, Clerk of Court.

Præcipe

To the Clerk:

6.6.29

Issue Summons for defendants and endorse Petition for \$3010. with Interest from December 16th 1893 for Breach of Covenants of Warranty of Deed.

Filed December 16th, 1893.

Robinson & Woodburn,

Attorneys for Plaintiff.

And on the 16th day of December A. D. 1893, a Summons was issued by the Clerk of said Court, indorsed to wit:

Summons

6.6.29

The State of Ohio,

Union County | To the Sheriff of Union County:

you are hereby commanded to notify Olford Hale and Sarah A. Hale that they have been sued by Lawrence Martin and Robert Sailer in the Court of Common Pleas of Union County and must answer by the 13th day of January A. D. 1894, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly.

You will make due return of this summons on the 25th day of December A. D. 1893.

Witness my hand and the Seal of said Court, this 16th day of December A. D. 1893.

R. M. Leroy, Clerk.

Endorsed: "In action for Breach of Covenant. Amount claimed \$3010. with Interest from December 16th, 1893."

And on the 23rd day of December A. D. 1893, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows, to wit:

Ser. Return	40
Mileage	64
Copy	30
Total	5 34

The State of Ohio.

Union County | Sheriff's Return

Received this writ December 18th A. D. 1893, at 10

o'clock A. M. and served same by delivering a true copy of this writ with the endorsements thereon to the within named defendants Olford Hale & Sarah A. Hale personally on the 23rd day of December 1893.

Wm. S. Snodgrass, Sheriff.

Afterward, on the 15th day of January A. D. 1894, an Entry was made on the Journal by the Clerk of said Court. Lawrence Martin et al

vs.

Olford Hale et al

Journal 16, Page 492.

This day came the plaintiffs but the defendants made default; Whereupon the plaintiffs and defendants waived a trial by Jury and submitted this cause to the Court.

Whereupon the Court being fully advised in the premises do find for the plaintiffs in the premises and that they are due the plaintiffs from the defendants upon their said Breach of Warranty as alleged in the plaintiffs petition the sum of three thousand and ten dollars with 6% interest from

Sheriff's Return

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December 16th, 1893. And therefore it is considered, ordered and adjudged by the Court that the said plaintiffs recover of the said defendants the said sum and \$30.10. Their costs in this behalf expended.

Attest R M Gray
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Central Judicial District of 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 23rd day of January A. D. 1894 the following Petition, Answer & Entry upon Cognovit Note was filed with the Clerk of said Court, to-wit:

The State of Ohio,
Union County, ss: In the Court of Common Pleas.
James W. Robinson, Adm. of
The Estate of Alvah Smith Dec'd. Civil Action for Money Only

or.
John T. M^r. Cullough

James W. Robinson says he is the Administrator of the Estate of Alvah Smith, Deceased, duly qualified and as the above named plaintiff says there is due to him as said Administrator from John T. M^r. Cullough the defendant, on a promissory note made by the defendant John T. M^r. Cullough to said Alvah Smith dated the 27th day of January A. D. 1887, and which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of five hundred dollars with interest thereon at eight per cent. payable annually from the 28th day of January A. D. 1887.

The plaintiff further says that he is as said Administrator legal owner and holder of said note, that the same is due and unpaid, which sum with said interest to this 23rd of January 1894, as aforesaid amounts to the sum of nine hundred and twenty dollars now due as aforesaid.

Whereupon the plaintiffs ask judgment against said defendant for the sum of nine hundred and twenty dollars, with interest at 8 per cent. from this 23rd day of January A. D. 1894.

Robinson & Woodburn.
Attorneys for Plaintiff.

The State of Ohio,
Union County, ss: James W. Robinson the above named plaintiff being duly sworn, says that he believes the statement in the foregoing petition to be true. He further says that the said plaintiff is the Administrator of said estate of Alvah Smith

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Deceased. James N. Robinson.
Sworn to by James N. Robinson in my presence and
subscribed to this 23rd day of January A. D. 1894.
R. M. Leroy, Clerk of Court.

Copy of Note.

Plaint City, O. Jan. 27th, 1887.
One day after date, as principal debtors, we jointly and
severally promise to pay to Abrah Smith, or order, at Plain City
Bank, Plain City, O. Five hundred dollars for value received.
And we hereby dispense with the demand of payment of
this Note, and authorize any Attorney at Law to appear for us,
or either of us, at any time after the same shall become due, in
any Court of Record in the State of Ohio, or elsewhere, and waive
the issuing and service of process and confess judgment against
us, or either of us, in favor of the holder or holders of this note,
for the amount of said Note, with 8 per cent. interest payable
annually after the same shall become due, and if the interest
be not paid annually to become as principal, and bear the same
rate of interest, together with costs of suits, and release all errors
and waive all right of Appeal in this behalf.

Witness our hands and Seals this 27th day of January
1887. John T. M^r. Cullogh. Seal

James N. Robinson, Admr. of the
Estate of Abrah Smith Decd.

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

Answer

John T. M^r. Cullogh

And now comes John T. M^r. Cullogh the above named
defendant by the undersigned J. H. Kinkade, Attorney, and
waive the issuing and service of process in this case, and con-
sent 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 nine
hundred and twenty dollars, the amount appearing due for prin-
cipal and interest on said note with 8 per cent. interest on the
amount of the judgment from this date, and also consent
that judgment be entered in the same manner against defend-
ant for costs of this action, and all errors are hereby released
and defendant's right to appeal and to the appraisal of real
estate levied on by virtue of any execution issued on the
judgment in this case is hereby waived.

January 23rd, 1894. J. H. Kinkade, Atty. for Deft.

James N. Robinson, Admr. of
Estate of Abrah Smith Decd.

Journal 16, Page 505

Entry

John T. M^r. Cullogh

This day came the plaintiff by Robinson & Woodburn
Attorneys, and thereupon came J. H. Kinkade one of the Attor-
neys 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

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appearance of said defendant herein, and by virtue of the same warrant of attorney, confers that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition the sum of \$920.⁰⁰ It is therefore considered that said plaintiff do recover of said defendant the said sum of \$920.⁰⁰ so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest *R. M. Perry* clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of January, to wit: on the 15th day of January in the year of our Lord one thousand eight hundred ninety-four.

Be it remembered that, heretofore, to wit, on the 1st day of February A. D. 1894, the following Petition, Answer & Entry upon Cognovit Note was filed with the Clerk of said Court The State of Ohio.

Union County, ss: In the Court of Common Pleas.
 The Hydraulic Press Manufacturing Company Plaintiff | Civil Action for Money only
 or
 L. Hubbard ^{and} N. M. Hubbard, Defendant

The Hydraulic Press Manufacturing Company the above named plaintiff says that there is due to them from L. Hubbard and N. M. Hubbard defendants, on a promissory note made by the defendants dated the 25th day of August A. D. 1888 which note, with the warrant of Attorney thereto annexed, is hereto attached, the sum of one hundred and sixteen dollars, with interest thereon at 8 per cent, from the 25th day of August A. D. 1893. The plaintiff further says plaintiff is the legal owner and holder of said note, that the same is due and unpaid and that plaintiffs are a corporation duly organized under the laws of Ohio doing business at Mt. Lislead, Ohio.

Whereupon, the plaintiff asks judgment against said defendant for the sum of one hundred and sixteen dollars with interest from the 25th day of August A. D. 1893.
 Robinson & Woodburn,
 Attorneys for Plaintiff.

The State of Ohio,
Union County, ss:

A. B. Robinson one of the Attorneys of the above named plaintiff being duly sworn, says he believes the statement in the foregoing petition to be true. He further says that the said plaintiff is a corporation and absent from said County and a non-resident thereof and that affiant is one of their Attorneys.
A. B. Robinson.

Subscribed by A. B. Robinson in my presence, and sworn to by him before me, this 12th day of February A. D. 1894.
R. M. Leroy, Clerk of Court.

Copy of Note

\$96.⁰⁰ West Mansfield, Logan County, Ohio, Aug. 25/88.
On or before the first day of December 1889 for value received we jointly and severally promise to pay The Hydraulic Press Company, a corporation duly organized under the laws of Ohio or Bearer Ninety-six ⁰⁰/₁₀₀ dollars with interest at 8 per cent. per annum before due payable annually and 8 per cent. after maturity upon principal and upon due and unpaid interest to be paid annually.

And we hereby authorize and empower - - - or any Attorney at law of any Court of Record at any time when this note is due to appear for us or any of us without process in any Court of Record in the United States and confess a judgment for the said amount interest and costs in favor of the payee, indorsee, assignee or legal holder 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 property.

Witness our hands and seals this - - day of - - 18 - -
(Signed) L. Hubbard
N. M. Hubbard.
Payable at Bank of Marysville,
Marysville, Ohio.
Indorsed: "Dec. 6/89 By Cash Nineteen ⁰⁰/₁₀₀ dollars."

Answer

6661

The Hydraulic Press
Manufacturing Company Plaintiff
vs.
L. Hubbard & N. M. Hubbard Defendants
Defendants Answer.

And now come L. Hubbard & N. M. Hubbard the above named defendants by the undersigned N. N. Merchant Attorney, and waive the issuing and service of process in this case and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note described in plaintiffs petition, and against the above named defendants for the sum of one hundred and eighteen dollars and 40 cents, the amount appearing due for principal and interest on said note and also consent that judgment be entered

Entry
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Petition
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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.

February 1st A.D. 1894.

W. W. Merchant,

Attorney for Defendant.

The Hydraulic Press Manufacturing Company

Journal 16, Page 522.

L. Hubbard, vs. W. W. Merchant.

This day came the plaintiff by Robinson & Woodburn Attorney, and thereupon came W. W. Merchant, one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confesses that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of \$118.⁴⁰

It is therefore considered that said plaintiff do recover of said defendant the said sum of \$118.⁴⁰ so as aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum.

And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest R. M. Groy 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 1st day of February A.D. 1894 the following Petition Answer and Entry upon Cognovit Note was filed with the Clerk of said Court, to-wit:

The State of Ohio vs. Union County, ss: In the Court of Common Pleas. Olive Stillings, Plaintiff

L. F. Carpenter vs. W. S. Carpenter, Defendants

Civil Action for Money Only.

Entry 6661

Petition 6660

above named statement in r says that from said affiant is one and sworn 1894. Court. Aug. 25/88. for value of The Hydraulic Press Manufacturing Company interest at 8 per cent and unpaid or any time when without process d confess a ts in favor of e of and release of such judg- appeal the stay exempt from to us or either d our said in said property of --- 18--- Hubbard.

ts Answer. the above Merchant Attor in this case favor of the scribed in d defendants ars and al and inter nt be entered

Petition

Olive Stillings the above named plaintiff says that there is due to her from L. F. Carpenter and W. S. Carpenter defendants on a promissory note made by the defendants L. F. Carpenter and W. S. Carpenter dated the 7th day of April A. D. 1893 which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of six hundred (\$600.⁰⁰) dollars, with interest thereon at seven (7) per cent. from the 7th day of April A. D. 1893 for six months after due & per cent. interest

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

Whereupon, the plaintiff asks judgment against said defendants for the sum of six hundred (\$600.⁰⁰) dollars, with interest at 7 per cent. from the 7th day of April A. D. 1893 for six months and after due & per cent.

The State of Ohio,
Union County, ss:

F. T. Arthur, Attorney for Plaintiff.

Entry

6660

Olive Stillings the above named plaintiff being duly sworn, says that she believes the statements in the foregoing petition to be true.

Olive Stillings

Subscribed by Olive Stillings in my presence, and sworn to by her before me, this 1st day of February A. D. 1894.

(Seal)

J. C. Griffith, Notary Public.

Millford Centre, Ohio, April 7th, 1893.

Copy of \$600.⁰⁰ Note

Six months after date, as principal debtors, we jointly and severally promise to pay to the order of Olive Stillings Six hundred dollars for value received with seven per cent. Int. from date.

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

Witness our hands and Seals, this 7th day of April 1893.

Endorsed: "Olive Stillings"

L. F. Carpenter

W. S. Carpenter

Seal
Seal

Answer

Olive Stillings Plaintiff

vs.
L. F. Carpenter and
W. S. Carpenter. Defendants

6660

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

And now come L. F. Carpenter, and W. S. Carpenter the above named defendants, by the undersigned John M. Brodrick, Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named plaintiff, the holder of the note

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Entry
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described in plaintiff's petition, and against the above named defendants for the sum of six hundred and thirty six (\$636.⁰⁰) dollars the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and 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.

February 1st, A. D. 1894.

John M. Brodrick,
 Attorney for Defendants.

Olive Stillings
 vs.
 L. F. Carpenter
 W. S. Carpenter

Journal 16, Page 522.

This day came the plaintiff by F. J. Arthur, Attorney and thereupon came John M. Brodrick one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said 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 \$636.⁰⁰

It is therefore considered that said plaintiff do recover of said defendants the said sum of \$636.⁰⁰ as is aforesaid confessed to be due, together with costs of suit herein, to be taxed and with interest to be computed at the rate of 8 per centum per annum. And by virtue of said warrant of Attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

Attest
 R. M. 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 5th day of June A. D. 1893, Andy Hannegan filed in the Clerk's Office of the said Court of Common Pleas, the following Notice to Defendant in Error, Village of Richwood, to wit:

Notice Andy Hannegan, Plaintiff

Court of Common Pleas, Union County, Ohio.

6-5-49 The Village of Richwood Defendant.

The defendant in error will take notice, that on the 5th day of June A. D. 1893, the said Andy Hannegan will make application to the Common Pleas Court of Union County, at the Court House at Marysville, for leave to file a petition in error in this cause, and will rely upon the following grounds of error, to wit: The Mayor erred in overruling said Andy Hannegan's motion to quash the affidavit in this action filed, and upon which this action was brought and in refusing to discharge him from prosecution.

He further erred in proceeding to try said cause upon said affidavit and in pronouncing judgment against plaintiff in error as shown by the record.

Marriott & Hughes

J. C. Robinson Attorneys for Plaintiff in error.

Received service of above notice this first day of June 1893, at 2³⁰ P. M.

J. F. Millar,

Attorney for Defendant in error.

Motion

Afterward, on the 5th day of June A. D. 1893, a motion was filed with the Clerk of said Court, to wit:

6-5-49 Andy Hannegan Plaintiff

The Village of Richwood Defendant.

Court of Common Pleas, Union County, Ohio.

Now comes the said plaintiff and moves the Court for leave to file a petition in error to reverse a judgment rendered in this case on the 23rd of March 1893 by the Mayor of the Village of Richwood, for the following reasons that there is error in the proceedings of said Mayor in this to wit, the said Mayor erred in overruling his motion to quash the affidavit in said prosecution filed and in refusing to discharge him from said prosecution.

He further erred in proceeding to try said cause on said affidavit and in pronouncing judgment against plaintiff in error.

Andy Hannegan

By Marriott & Hughes

J. C. Robinson, his Attorneys.

Afterward, on the 5th day of June A. D. 1893, an Entry was made on the Journal by the Clerk of said Court.

Andy Hannegan

Entry

Village of Richwood

Journal 16, Page 407.

6-5-49

This 5th day of May 1893, this cause came on for hearing upon a motion for leave to file a petition in error, upon argument of counsel and consideration of the Court leave to file said petition was granted and petition filed.

Approved: John A. Price, Judge.

Petition in Error

6-5-49

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Petition
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Afterward, on the 5th day of June A. D. 1893, a Petition
in Error was filed with the Clerk of said Court, to wit;
Andy Hannegan, Plaintiff

vs.
The Village of Richwood
Union County, Ohio. Defendant.

Court of Common Pleas,
Union County, Ohio.

The plaintiff in error now comes and represents to the
Court, that on the 23rd day of May A. D. 1893, in a certain pro-
secution then pending before one C. H. Jacobs, Mayor of the
Village of Richwood, in Union County, Ohio, wherein the
defendant in error was plaintiff, and plaintiff in error was
defendant, the defendant in error by the consideration of
said Mayor received a judgment against plaintiff in error
a duly certified transcript of the record and proceedings of
said Mayor had in said prosecution. Taken from his Docket,
is hereto attached marked "Exhibit A." and made a part of
this petition in error.

Plaintiff in error avers that there is manifest error
in the record and proceedings of said Mayor in this, to wit:
The said Mayor erred in overruling his motion to quash the
affidavit in said prosecution filed and in refusing to discharge
him from said prosecution.

He further erred in proceeding to try said cause upon
said affidavit, and in pronouncing judgment against plain-
tiff in error as shown by said record. Judgment was
given in said prosecution for the defendant in error, when
according to law, it should have been given in favor of plain-
tiff in error.

Wherefore plaintiff in error prays that he
may have leave to file this his petition in error in this
Court, and when the matters and things of which complaint
is here made shall by this Court be fully heard, he prays that
said judgment and proceedings of said Mayor, may be
reversed, vacated, and set aside, and that he be restored
to all things which he has lost by reason thereof.

Marriott & Hughes & James C. Robinson
Attorneys for Plaintiff in Error.

Exhibit

The State of Ohio,
Village of Richwood
Union County

vs.
Andy Hannegan

Before C. H. Jacobs, Mayor of said Village

Complaint N^o 56 made this 17th day
of May 1893 by Fred Summer who
being by me duly sworn according to

law deposes and says that Andy Hannegan late of Richwood
Union County, Ohio, on or about the 19th day of March A. D.
1893, at the Village aforesaid, being then engaged in the
business of carrying on a Saloon where intoxicating liquors
were sold at retail, within the Corporation limits of said
Village of Richwood, did unlawfully open and keep open said
Saloon and did permit the same to remain open for the
purpose of selling or furnishing intoxicating liquors to persons

then and therein said Saloon on the first day of the week commonly called Sunday: to wit: on said 19th day of March A. D. 1893 and this deponent does verily believe that the said Andy Hannegan is guilty of the facts charged and further the deponent saith not. (Signed) Fred Summer,

Sworn to and subscribed before me this 17th day of May A. D. 1893. C. H. Jacobs, Mayor.

On the above affidavit having been filed before me at my office, I issued a Warrant for the arrest of the within named Andy Hannegan, and delivered the same to John Cunningham the Marshal of said Village of Richmond, who made the following return, to wit: I have arrested the within named Andy Hannegan and now have him in Court this 17th day May 1893. John Cunningham, Marshal.

I arraigned the defendant Andy Hannegan who plead not guilty to the charge and demanded trial, and asked for a continuance to procure counsel, which continuance was by me granted to said defendant. Whereupon I caused said defendant to enter into Bond for his appearance on the 23rd day of May 1893 at 9 o'clock A. M. which he complied with.

May 19th, 1893, Issued Subpoenas for plaintiffs witnesses as follows: Jerse Chapman, Buck Parker, Dell Tracy, Charles Rosette, Thos. Spratt, Fred Summer and delivered the same to S. N. Morgan, Deputy Marshal, who made the following return: May 21st, 1893 I have served the within writ on Thos. Spratt, Fred Summer, Chas. Rosette, Dell Tracy and left copy with Jerse Chapman. My fee \$2.50 S. N. Morgan, Deputy Marshal.

May 23rd, 1893, The parties appeared, and now come the defendant by his Attorney and filed the following motion, to wit: The defendant now comes and moves the said Mayor that the affidavit herein filed against him be quashed and that he be discharged from prosecution under said affidavit for the reason that the same does not charge him with the violation of, or the committing of an offense under the ordinance under which this prosecution is founded. Marriott & Hughes, Attorney for Defendant Andy Hannegan.

The motion is by me overruled and placed on file. Whereupon the defendant by his Attorney filed Bill of Exceptions as follows:

The Village of Richmond
Union County, Ohio.
vs.
Andy Hannegan

Before C. H. Jacobs
Mayor of said Village.

Bill of
Exceptions

Be it remembered that on this 23rd day of May A. D. 1893 before the said Mayor of said Village at his office therein at 9 o'clock A. M. this prosecution come on for trial and before any testimony was offered therein, the defendant made and filed his motion herein moving the said Mayor that the affidavit herein filed against him be quashed and that

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he be discharged from prosecution under said affidavit for the reason that the same does not charge him with the violation of or the committing of an offense under the ordinance under which this prosecution is founded; that said affidavit was made and filed for the purpose of charging the defendant with the violation of Sec. One of an Ordinance of said Village passed on the 7th day of August 1891 which Sec. of said Ordinance is in the words and figures following:

Be it ordained by the Council of the Village of Richwood, Union County, Ohio, that the sale of intoxicating liquors whether distilled, malt or vinous - on the first day of the week commonly called Sunday except a regular Druggist on the written prescription of a regular practicing Physician for medical purposes only, is hereby declared to be unlawful, and all places where such intoxicating liquors and on other days sold or exposed for sale except regular Drug stores shall on that day be closed, and whosoever makes any such sales or allows any such place to be open or remain open on that day shall be fined in any sum not exceeding One hundred dollars and not less than Twenty five dollars, and be imprisoned in the Jail of said Village not less than ten days and not exceeding thirty days.

In regular Hotels and eating houses the word place herein used shall be held to mean the room or part of room where such liquors are usually sold or exposed for sale, and the keeping of such room or part of such rooms securely closed shall be held as to such hotels or eating house as a closing of the place within the meaning of this Ordinance.

Thereupon said motion being submitted to said Mayor for his judgment thereon the said Mayor overruled the same to which ruling of the said Mayor the defendant at the time thereof excepted and prayed the said Mayor to allow, sign and seal this his Bill of Exceptions which upon due consideration thereof by the said Mayor is found to be a true and correct Bill of Exceptions, so made by the defendant and taken and the same is here approved, allowed, signed and sealed and ordered to be made a part of the record in said cause.

C. H. Jacobs, Mayor of Richwood,
Union County, Ohio.

The Village of Richwood,
Union County, Ohio. Plaintiff

Before C. H. Jacobs
Mayor of said Village.

vs.
Andy Hannegan. Defendant

Record

Entry.

This day came the defendant and presented to the said Mayor his Bill of Exceptions herein taken and prays that the same be approved, allowed, signed and sealed by the said Mayor as a true Bill of Exceptions by him herein taken and that the said Mayor after a careful examination

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thereof doth find the same to be a true Bill of the Exceptions by the defendant taken, and doth allow sign and seal the same and it is here ordered to be made a part of the record and proceedings herein.

The following witnesses were then sworn and examined for plaintiff, to wit: Chas. Borette, Jesse Chapman, Thos. Spratt, Dell Tracy, and Fred Summer.

Trial had and there being no defense made and having heard the evidence in the case, I do find that the within named Andy Hannegan is guilty as charged in the affidavit. Whereupon it is this 28th day of May A. D. 1893 by me considered ordered and adjudged that the defendant Andy Hannegan pay a fine to the Village of Richwood in the sum of Twenty-five dollars, and the costs of prosecution herein taxed at \$11.⁵⁰ and to stand committed until said fine and the costs and the costs that may accrue, be paid secured to be paid or be otherwise discharged according to law.
C. H. Jacobs. Mayor.

The State of Ohio,
Union County, ss:
The Village of Richwood

I do hereby certify that the above and within is a full and true copy from my Docket of the proceedings had by and before me at my office in said Village in the above action.
Mayor's Costs \$6.⁴⁵
Marshal " 2.⁵⁵ (Seal)
Witness " 2.⁵⁰ Total \$11.⁵⁰
C. H. Jacobs, Mayor of said Village of Richwood, Union Co. Ohio.

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:
Andy Hannegan

Entry
65-49.

The Village of Richwood | Journal 11, Page 517.

This cause came on for hearing upon the petition of plaintiff in error to reverse, vacate and set aside the proceedings and judgment of the Court below. Upon argument of counsel and consideration of the Court, the Court find that said proceedings and judgment were irregular and the same are hereby set aside and reversed at defendant's in error costs, and the plaintiff in error is discharged from custody.

And it is hereby adjudged that the plaintiff in error recover his costs of the defendant in error in this case taxed.

Attest
R. M. Gentry
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 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 13th day of March A. D. 1893, Charles M. Lene filed in the Clerk's Office of the said Court of Common Pleas the following Petition against P. C. C. & St. L. Ry. Company.

Petition

Charles M. Lene Plaintiff
 vs.
 The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company. Defendants.

Court of Common Pleas
 Union County, Ohio.

The plaintiff says: That the defendant is a corporation duly organized under the laws of the State of Ohio and on the 7th day of February 1892 owned and operated a certain railroad known as the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, with track, cars, locomotives and other appurtenances thereto belonging and hired and used employees to keep its tracks in repair and employed physicians and surgeons to treat and care for persons injured in said defendant's employment.

That the plaintiff is by profession a physician and surgeon engaged in the practice of his profession in the town of Unionville Center in said County of Union.

That on or about the 8th day of February 1892, Wesley J. Goldsberry then employed by the defendant received an injury to his eye. That the defendant employed the plaintiff to treat and care for the said injury of the said Goldsberry as a physician and surgeon, which he did from the 8th day of February 1892 until the 13th day of May 1892. That the following is a true copy of the plaintiff's account made by reason of the aforesaid employment.

The Pittsburg, Cincinnati & St. Louis R. R. Co. Dr.		
" February 8 th , 1892,	To visit & dressing eye	\$ 5. ⁰⁰
" " " 9 th to 21 st ,	two visits per day \$1. ⁰⁰ per visit	26. ⁰⁰
" " " 22 nd to 28 th ,	To seven visits	7. ⁰⁰
" March 1 st to 10 th "	" Six visits .50 each	3. ⁰⁰
" April 1 st to 6 th "	" Two visits per day \$1. ⁰⁰ each	12. ⁰⁰
" " 7 th to 30 th "	" Eighteen visits .50 each	9. ⁰⁰
" May 3 rd to 6 th "	" Three visits	1. ⁵⁰
" " 13 th to 21 st "	" Medicines	1. ⁰⁰
	Total.	<u>\$64.⁵⁰</u>

There are no credits thereon.
 Wherefore plaintiff asks judgment against said defendant in the said sum of sixty-four ⁰⁰/₁₀₀ dollars with interest from the 8th day of February 1892.
 D. W. Myers, Attorney for Plaintiff.

State of Ohio.
Union County, ss:

Charles M^r. Cune being first duly sworn says the facts stated and allegations in his foregoing petition are as he believes true.

Dr. Chas. M^r. Cune.

Sworn to before me and signed in my presence by the said Charles M^r. Cune this 11th day of March 1893.

(Seal)

John M. Brodrick, Notary Public
Union County Ohio.

Demurrer

Afterward, on the 1st day of April A. D. 1893, a Demurrer was filed with the clerk of said Court, to wit:

6499

Charles M^r. Cune, Plaintiff

vs.

The Pittsburg, Cincinnati, Chicago,
& St. Louis Railway Company
Defendant

Court of Common Pleas
Union County, Ohio.

The defendant, The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, now comes and demurs to the plaintiff's petition for the reason that the same does not state facts sufficient to constitute a cause of action in favor of the plaintiff and against this defendant.

By Frank Chance

Attorney for Defendant.

Afterward, on the 1st day of April A. D. 1893, an Answer was filed with the clerk of said Court, to wit:

Answer

6499

Charles M^r. Cune, Plaintiff

vs.

The Pittsburg, Cincinnati, Chicago,
& St. Louis Railway, Company,
Defendants

Court of Common Pleas
Union County, Ohio.

The defendant, The Pittsburg, Cincinnati, Chicago, & St. Louis Railway Company, now comes and for answer to the plaintiff's petition admits that it is a corporation organized under the laws of the State of Ohio, and of certain other States, and on the 1st of February 1892, owned and operated the railroad referred to in the plaintiff's petition.

It also admits that the plaintiff is by profession a physician and surgeon, but it denies that it employed the plaintiff to treat and care for the injury to Wesley J. Goldsberry, as stated and claimed by the plaintiff in his petition.

It denies that it employed the plaintiff or authorized or empowered any one to employ him to treat the said Wesley J. Goldsberry; and it denies that it is indebted to the plaintiff on the account in his petition set out in the sum of \$64⁵⁰, or any other sum or amount whatsoever.

And the defendant for further answer to the plaintiff's petition denies each and every statement therein contained except those that are specifically admitted.

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and prays hence to be dismissed with its costs.

By Frank Chance, Attorney for Defendant.

State of Ohio,
Champaign County, ss:

Frank Chance being sworn says he is the Attorney for the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, the defendant herein, and that the statements contained in the foregoing answer are true as he verily believes.

Frank Chance.

Sworn to by Frank Chance, before me and by him signed in my presence this 30th day of March 1893.

Fee #0

Heber Kanaga, Notary Public,

Champaign 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.

Charles W. Crane

Journal 16, Page 454.

Entry

C. C. & St. L. Ry. Co.

6499

This day came the parties by their Attorneys, also came the following named persons as Jurors, viz:

- 1st Marion Temple,
- 2nd Samuel Warner,
- 3rd John Harris,
- 4th Jesse Williams,
- 5th Bert Thompson,
- 6th W. S. Burgoon,
- 7th James Caldwell,
- 8th G. S. Welch,
- 9th Hugh M. Adow
- 10th C. D. Judd
- 11th Alfonso Malone
- 12th W. P. Hisey

who were duly impaneled and sworn, and the said Jury having heard the evidence, arguments of counsel and charge of the Court retired to their room for deliberation 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 being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due the plaintiff from the defendant at the sum of \$66.⁵⁶"

W. S. Burgoon, Foreman.

Afterward, on the 1st day of October A.D. 1893, a motion was filed with the Clerk of said Court, to wit:

Charles W. Crane, Plaintiff

Union County, Ohio,
Court of Common Pleas

Motion

The Pittsburg, Cincinnati,
Chicago & St. Louis Railway
Company Defendant

Motion to set aside Verdict

6499

The defendant, The Pittsburg, Cincinnati, Chicago, and St. Louis Railway Company now comes and moves the Court to set aside the verdict of the Jury and for a new trial for the reasons following, viz:

- 1st The verdict is contrary to the evidence and the law and also contrary to the charge of the Court.
- 2nd The Court erred in refusing to give the special charge to the Jury as requested by the defendant.
- 3rd The verdict was for the plaintiff when it should have

been for the defendant according to the evidence and the law of the land.

By F. Chance,
Attorney for Defendant.

Afterward, on the 17th day of January A. D. 1894, an Entry was made on the Journal by the Clerk of said Court.

Entry
6499

Charles M. Cune
or
Pittsburg, Cincinnati
Chicago & St. Louis
Railway Company.

Journal 16, Page 497.

This cause coming on for hearing, on the motion of the defendant to set aside the verdict, and for a new trial herein, the Court on consideration thereof overrule the same.

It is therefore considered by the Court that the said Charles M. Cune recover from the said Pittsburg, Cincinnati Chicago and St. Louis Railway Company the sum of Sixty six $\frac{3}{4}$ $\frac{55}{100}$ dollars as heretofore by the verdict of the Jury found due him with interest from the 11th day of September 1893 together with his costs herein expended. And to the said finding of the Court the defendant then and there excepted.

Afterward, on the 12th day of February A. D. 1894, an Entry was made on the Journal by the Clerk of said Court.

Entry
6499

Charles M. Cune
or
The Pittsburg, Cincinnati,
Chicago & St. Louis
Railway Company

Journal 16, Page 529

Now comes the defendant and presents to the Court its certain Bill of Exceptions herein, which being found by the Court to be true, is allowed, signed and sealed, and on motion is hereby made part of the record in this case.

Attest
R. W. Brown
Clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the 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 2nd day of September A. D. 1894, Daniel Anderson filed in the Clerk's Office of the said Court of Common Pleas the

Petition, follo
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Petition following Petition against Elizabeth Anderson et al. to wit:
Daniel Anderson, Plaintiff

6592

vs.

Elizabeth Anderson, Burligh
Anderson, Emma Anderson,
Myrtie Anderson, Effie
Anderson, Urton Anderson
Guy Anderson, Defendants

State of Ohio,
Union County
Court of Common Pleas.

For a cause of action against the above named defendants the plaintiff Daniel Anderson says that on the 1st day of April 1882 he and his brother Andrew Anderson purchased a certain tract of land described as follows, viz:

Situated in Millcreek Township, Union County, Ohio and part of T. M. Survey N^o: 3006. Beginning at a stake and stone south-west corner to William M^o: Conley (now J. Robinson) and south west corner to L. Jenkins and north-west corner to Isaac Anderson now D. Anderson; thence south 81- N. 144 poles to a stake in the road on the south line of L. Jenkins and north-east corner of John Piersol's land; thence S. 18- E. 136 poles to a stone south-east corner to Philip Sheppard (now Piersol); thence N. 81- E. 144 poles to a stake S. W. corner to S. W. Hill (now Piersol); thence N. 15- N. 136 1/2 poles to the beginning containing 122 acres and 102 poles of land be the same more or less, from O. P. Clark & wife for the sum of (\$ 7000.00) Seven thousand dollars.

That at the time of said purchase it was agreed and understood that this plaintiff was to take forty (40) acres of said land off from the east side thereof described as follows, viz: Beginning at a stake and stone in the center of the Watkins and Delaware and in the Ostrander and Frankfort gravel roads northeasterly corner to the above described tract of land and south easterly corner to David Fish's land and south-westerly corner to a lot of 38 acres know as the M^o: Conley lot; thence with the center of said Ostrander and Frankfort gravel road the westerly line of Daniel Anderson's lot and the westerly line of George Piersol's lot to a lime stone in the line of John Piersol's land S. 13 3/4- E. (true meridian course) 134 7/10 poles; thence with said Piersol's line S. 84 1/2- N. 49 2/10 poles to a stake; thence N. 13 3/4- N. 134 7/10 poles to the center of the Watkins and Delaware gravel road (witness a stone and brick in said line 23 feet from the corner); thence with the center of said road N. 84 1/2- E. 49 2/10 poles to the beginning containing forty (40) acres of land, and to pay therefor the sum of twenty-two hundred (\$ 2200.00) dollars as his share of the purchase money.

He says that on the --- day of --- 18-- they divided said tract of land and said plaintiff took possession of said (40) forty acre tract above described and paid the full amount of the purchase money therefor, to wit: (\$ 2200.00)

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Twenty two hundred dollars.

Plaintiff says that when the deed was made and delivered by the said O. P. Clark and Mary Clark his wife for said first described tract of land, that the whole thereof was conveyed to his brother Andrew Anderson who has since held the legal title to said forty (40) acre tract in trust for the use and benefit of plaintiff and that as soon after the time said purchase the said tract of 122 acres and 102 poles first above described was divided and each one took possession of his respective share, and that since that time this plaintiff has held occupied and controlled said forty (40) acre tract (in trust for the use and benefit of plaintiff and that at or soon after the time said purchase the said tract of 122 acres & 102 poles first above described was) and has improved and paid the taxes and assessments on the same

Plaintiff says that on the 5th day of July 1891 his said brother Andrew Anderson died leaving as his only heirs and legal representatives Elizabeth Anderson his widow, Burligh Anderson aged 18 years, Emma Anderson aged 15 years, Myrtie Anderson aged 13 years, Effie Anderson aged 11 years, Winton Anderson aged 7 years and Guy Anderson aged 5 years as his only children and heirs at law.

That the said widow and heirs of the said Andrew Anderson hold the legal title to said forty (40) acres of land by inheritance from the said Andrew Anderson in trust for the use and benefit of this plaintiff Daniel Anderson.

Wherefore plaintiff prays that these defendants be adjudged to hold the legal title to said (40) forty acre tract of land above described in trust for the use and benefit of this plaintiff and that each and all of said defendants be ordered by the Court to convey by a good and sufficient deed of conveyance said legal title to said land to this plaintiff, and that in case of the default, neglect, or refusal of any or all of them to so convey within 5 days from the date of said decree that the said decree operate as, and be, a conveyance of said legal title to this plaintiff, and that each and every one of said defendants be forever enjoined and restrained from setting up any claim whatever to said lands adverse to the interest of said plaintiff, and for all such other and further relief as he is in law or equity entitled.

Burnham C. Bales,

Attorney for Plaintiff.

State of Ohio
Union County, ss:

Daniel Anderson being sworn says that he is the plaintiff in the above entitled action and that the facts therein stated and allegations made are true as he verily believes.

Daniel Anderson.

before
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Praecipe To
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Sworn to and subscribed by the said Daniel Anderson before me this 2nd day of September A.D. 1893.

(Seal)

John W. Brodrick, Notary Public,
Union County, Ohio.

6592 Praecipe To the Clerk:

Issue Summons in the above entitled case to the Sheriff of Union County, Ohio, for Elizabeth Anderson, Burleigh Anderson, Emma Anderson, Myrtie Anderson, Effie Anderson, Winton Anderson and Lucy Anderson, and endorse "Equitable Relief."

Burnham C. Bales,

Attorney for Plaintiff.

Filed September 2nd, 1893.

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:

6592 Summons

You are hereby commanded to notify Elizabeth Anderson, Burleigh Anderson, Emma Anderson, Myrtie Anderson, Effie Anderson, Winton Anderson and Lucy Anderson that they have been sued by Daniel Anderson 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 2nd day of September A.D. 1893.

R. W. Leroy, Clerk.

Endorsed: "Equitable Relief."

And on the 9th day of September A.D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

6592 Sheriff's Return

Ser. Return	2 30
Ad. Dfts	1 92
Copies	1 95
Total	6 17

The State of Ohio
Union County
Received this writ September 2nd A.D. 1893, at 4 o'clock P.M. and served same by delivering a certified copy of this writ with the endorsements thereon to Elizabeth Anderson personally. And the said Burleigh Anderson, Emma Anderson, Myrtie Anderson, Effie Anderson, Winton Anderson and Lucy Anderson being minors and having no father living and no guardian I served each with a certified copy thereof with the endorsements thereon and also put a copy thereof into the hands of Elizabeth Anderson their mother with whom they are living.

W. S. Smodgrass, Sheriff.

Afterward, on the 29th day of September, A.D. 1893, an Entry was made in the Journal by the Clerk of said Court.

6592 Entry

Daniel Anderson

vs.

Elizabeth Anderson et al

Journal 16, Page 460.

Entry
6592

It appearing to the Court, that the defendants Burligh Anderson, Emma Anderson, Myrtie Anderson, Effie Anderson, Uton Anderson and Guy Anderson are minors under 14 years of age, and have been duly and legally served with Summons herein, on motion of the plaintiff, J. H. Kinkade is hereby appointed Guardian for the suit for said minor defendants, and now comes the said J. H. Kinkade and in open Court accepts said appointment.

Answer
6592

Afterward, on the 30th day of September A. D. 1893, an Answer was filed with the Clerk of said Court, to wit:
Daniel Anderson Plaintiff | Court of Common Pleas
| Union County, State of Ohio.
Elizabeth Anderson et al Defendants | Answer of Guard. ad litem
Now comes J. H. Kinkade, Guardian ad litem for Burligh Anderson, Emma Anderson, Myrtie Anderson, Effie Anderson, Uton Anderson, and Guy Anderson the minor defendants in this action and the children and heirs at law of the said Andrew Anderson, deceased, and says that he is ignorant as to the truth of the statements and allegations made in the plaintiffs petition herein and therefore denies the same.
J. H. Kinkade.

Sworn to and subscribed before me this 30th September 1893
(Seal) John M. Brodrick, Notary Public,
Union County, Ohio.

Entry
6592

Afterward, on the 31st day of January A. D. 1894, an Entry was made on the Journal by the Clerk of said Court, to wit:
Daniel Anderson |
| Journal 16, Page 319.
Elizabeth Anderson et al.

This day came the said parties by their respective Attorneys and thereupon this cause came on to be heard by the Court upon the pleadings and the evidence adduced by the parties respectively, and the argument of council; on consideration whereof, and being fully advised in the premises the Court doth find that the plaintiff is entitled to the relief prayed for in his petition.

The Court doth find that on the 1st day of April 1882 this plaintiff and his brother Andrew Anderson then in full life but since deceased did purchase a certain tract of land described in the petition herein containing 122 acres and 102 poles of land more or less, from O. P. Clark & wife for the sum of \$7000.⁰⁰ That at the time of said purchase it was agreed and understood that this plaintiff Daniel Anderson was to have 40 acres off the east side thereof, and to pay therefor the sum of \$2200, which 40 acre tract is the second tract described in said petition containing 40 acres more or less.

That at that time this plaintiff took possession of the said 40 acre tract and has ever since occupied and

Petition
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controlled said land and has paid the taxes and assess-
ments thereon and has paid the whole of the purchase
money therefor (\$2200.⁰⁰) That the deed for the whole
122 acres and 102 poles was made to the said Andrew
Anderson under an agreement that he would convey the
said 40 acres to this plaintiff Daniel Anderson.

That the said Andrew Anderson died on the 5th day
of July 1891 without having made such conveyance to the
said Daniel Anderson leaving Elizabeth Anderson his
widow, and Burligh Anderson, Emma Anderson, Myrtie
Anderson, Effie Anderson, Wton Anderson, and Ising Anderson
his only children and heirs at law who hold the legal
title to said land by descent from the said Andrew Anderson
as trustees for this plaintiff, Daniel Anderson.

It is therefore ordered, adjudged and decreed the
said widow and heirs of the said Andrew Anderson
aforesaid convey to the said Daniel Anderson by a good
and sufficient deed of conveyance in fee simple the said
40 acres in the petition herein described within 5 days
from the date of this decree. And in case of the
default, neglect or refusal of any or all of them to so convey
within said five days then this decree shall operate as and
be a conveyance of said legal title to this plaintiff, and
that each and all of said defendants are hereby forever en-
joined and restrained from setting up any claim what-
ever to said lands adverse to the interest of the said
plaintiff, or any one lawfully claiming under him.

Attest
R M Long
Clerk

Pleas continued and held at the Court House in
Marysville, within and for the County of Union, in the
Tenth Judicial District of the Court of Common Pleas of
the State of Ohio, before the Honorable John A. Price, Judge
of said Court, of the Term of 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 30th
day of December A. D. 1893, Helen Perfect filed in the Clerk's
Office of the said Court of Common Pleas the following
Petition against George Wilber et al. to wit:

Petition
6646

vs.
George Wilber, Thomas C. Smith
Theresa A. Smith, Clinton H. Coe
Defendants

Court of Common Pleas,
Union County, Ohio.

First Cause of Action: The defendants George Wilber and Theresa A. Smith are indebted to plaintiff in the sum of twenty five hundred dollars which she claims with interest at seven per cent. per annum from the 15th day of December A. D. 1893 payable semi-annually upon a promissory note a copy of which, with the several coupons representing the semi-annual interest thereon is hereto attached and marked "Exhibit A." and made part of this petition. There are no credits or endorsements thereon.

The first of said coupons, to wit: the one due December 15th, 1893 is more than 10 days past due and the whole of said principal sum has now become due according to the terms of said note and the mortgage given to secure the same.

Second Cause of Action: The defendants George Wilber and Theresa A. Smith are indebted to plaintiff in the sum of one hundred and three and ⁷⁰/₁₀₀ dollars which she claims with interest at the rate of eight per cent. per annum from December 15th, 1893, payable semi-annually upon a promissory note a copy of which is hereto attached marked "Exhibit B." and made part of this petition, and which is the first semi-annual coupon attached to the note which is the subject of her first cause of action. There are no credits or endorsements thereon.

Third Cause of Action: At the time of delivering said notes and the coupons thereto attached and to secure the payment of the same the defendants George Wilber and Theresa A. Smith and her husband Thomas C. Smith duly executed and delivered to plaintiff their mortgage deed for the following described premises:

Situated in the Township of Allen, County of Union, and State of Ohio, being part of Virginia Military Survey N^o: 2979 in the name of Lucas Sullivant.

Beginning at two ashes, hickory and maple, north-easterly corner of land sold D. Coe and D. Allen: thence with the east line of Survey N. 37^o - W. about 150 poles to Buck Run: thence up the Run with the meanders thereof and winding thereon at low water mark to the northerly line of original Survey; thence with said northerly line of original Survey S. 32^o - W. corner of land sold to Fred Hale: thence S. 37^o - E. about 150 poles with the line of said Hale and the line of D. Coe's 60 acre tract to the lower back corner of Coe's 60 acres; thence N. 53^o - E. 149 poles to the place of beginning, containing 145 acres be the same more or less.

Said mortgage was conditioned that "whereas the said George Wilber and Theresa A. Smith have executed and delivered to the said Helen Perfect their promissory notes for the sum of twenty-five hundred dollars May 12th, 1893, payable five years from date thereof with interest at the rate of seven per cent. per annum payable semi-annually from date thereof, as evidenced by ten coupons attached thereto as follows, the first for \$ 103.⁵⁴ due December 15, 1893

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8 coupons for \$57⁵⁰ each and due respectively June 15th, 1894, December 15th, 1894, June 15th, 1895, December 15th, 1895, June 15th, 1896, December 15th, 1896, June 15th, 1897, and December 15th, 1897, and one coupon for \$71²⁵ due May 12th, 1898.

It being hereby covenanted that if said obligors shall fail to pay any of said interest when due such interest shall bear interest at the rate of 8% per annum from the time the same shall become due, and this mortgage shall stand as surety for the same.

It being hereby covenanted that if failure be made in the payment of either of principal interest, taxes, assessments or insurance premiums, or any part thereof when due as aforesaid and the same shall remain in arrears for 10 days or shall commit any waste on said premises the whole of said principal sum shall become and be then due and the said mortgagee her heirs or assigns shall be and are hereby authorized in said case of default to proceed at their option for collection of the whole amount unpaid hereon.

Now if the said George Walber and Theresa A. Smith their heirs, assigns, executors or administrators shall well and truly pay the aforesaid obligations according to the tenor thereof to said Helen Perfect her heirs or assigns together with all taxes, assessments, and insurance premiums then the above deed shall be void otherwise the same shall remain in full force and virtue.

On the 18th day of May 1893 at 10-10 o'clock A.M. said mortgage was duly left for record at the Recorder's Office in Union County, Ohio, and was by him duly recorded in Vol. 32, Page 130 of his records, and the same is now a first and the best lien upon said premises, and the conditions of said mortgage have become broken.

Plaintiff therefore asks judgment against the said defendants George Walber and Theresa A. Smith on her 1st cause of action in the sum of twenty-five hundred dollars with interest at the rate of 7% per annum payable semi-annually from the 15th day of December 1893; and on her second cause of action in the sum of One hundred and three $\frac{25}{100}$ dollars with interest at the rate of 8% per annum from the 15th day of December 1893, payable semi-annually.

That said premises may be sold and the proceeds applied to the payment of said judgments and for such other and further relief as is just and proper.

F. A. Owen

W. W. Merchant, Attorneys for Plaintiff.

State of Ohio,
Delaware County, ss:

Helen Perfect plaintiff being first duly sworn says that the facts stated in her foregoing petition are true as she verily believes.

Helen Perfect.

Sworn to before me and signed in my presence by Helen Perfect this 30th day of December 1893.
Almon Wheeler, Notary Public.
For "Exhibit A.", see original papers.

Procipe

To the Clerk:
Issue Summons on the within defendants directed to the Sheriff of Union County, Ohio. Entitled an action for money only. Amount claimed \$2603.⁵⁴ with interest on \$2500. at 7% per annum payable semi-annually from December 15th, 1893 and on \$103.⁵⁴ at 8% per annum payable semi-annually from December 15th, 1893, and Foreclosure of mortgage, and make the same returnable according to law.
F. A. Owen

W. N. Murchant, Attorneys for Plaintiff.

Afterward, on the 30th day of December A.D. 1893, a Summons was issued by the Clerk of said Court, indorsed to wit:
The State of Ohio,
Union County

Summons

To the Sheriff of Union County:
You are hereby commanded to notify George Wilber, Theresa A. Smith, Thomas C. Smith and Clinton H. Loe that they have been sued by Helen Perfect in the Court of Common Pleas of Union County, and must answer by the 27th day of January A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

6646

You will make due return of this Summons on the 8th day of January A.D. 1894.

Witness my hand and the Seal of said Court, this 30th day of December A.D. 1893.

Endorsed: "Foreclosure of Mortgage". Amount claimed \$2603.⁵⁴ with interest on \$2500. at 7% per annum payable semi-annually from December 15th, 1893, and on \$103.⁵⁴ at 8% per annum payable semi-annually from December 15th, 1893. Money Only.

Sheriff's Return

And on the 5th 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:

Dev. Return	94
Mileage	120
Copy	43
Total	\$25910

The State of Ohio,
Union County
Received this writ January 1st, A.D. 1894 at 10 o'clock A.M. and served same by delivering a true copy of this writ with the endorsements thereon to each of the defendants mentioned in this writ personally on the 3rd day of January 1894.

Wm. S. Snodgrass, Sheriff.

Afterward, on the 30th day of January A.D. 1894, an Entry was made on the Journal by the Clerk of said Court
Helen Perfect
vs.
George Wilber et al.

Journal 16. Page 516.

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This cause now coming on for hearing on the petition and the evidence the Court find that the defendants George Wilber, Theresa A. Smith, Thomas B. Smith and Clinton H. Coe have each been duly served with Summons and that the defendant N. W. Merchant has duly entered his appearance in this case and that they are in default for answer and demurrer except said Merchant who set up his claim by Transcript Lien from L. M. Cray, a Justice of the Peace of Allen Township, Union County, Ohio, and they thereby confess the allegations in said petition to be true, and that there is due to the plaintiff Helen Perfect from the defendants George Wilber and Theresa A. Smith on said promissory note and coupon attached the sum of twenty-six hundred and three and $\frac{5}{100}$ dollars with interest at 7% on \$2500. from December 15th, 1893 and on \$103.⁵⁷ at 8% from December 15th, 1893 to date of this decree, and to the said N. W. Merchant as found due on his said claim by Transcript as shown herein to the Court the sum of \$44.⁴⁴ with 8% interest from January 30th, 1894.

The Court further finds that in order to secure the payment of the note and interest coupons of the said Helen Perfect that the defendants George Wilber, Theresa A. Smith and Thomas B. Smith her husband, duly executed and delivered to said Helen Perfect the plaintiff their certain mortgage as in the petition described and on the premises therein described and that said mortgage was duly recorded in Vol. 32, Page 150 of the Records of Mortgages of Union County, Ohio, and is a good and valid first lien on the premises described in the petition and that the conditions in said mortgage have been broken. It is therefore considered by the Court that the plaintiff recover from the defendants the sum of \$2603.⁵⁷ with interest on \$2500. at 7% from December 15th, 1893 and on \$103.⁵⁷ at 8% from December 15th, 1893, and that the said N. W. Merchant recover from said defendant George Wilber the sum of \$44.⁴⁴ with 8% interest and their costs as herein expended.

And it is further adjudged and decreed that unless the defendants shall within 5 days from 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 her as aforesaid, and to the said N. W. Merchant the sum so found due him with interest from the 30th day of January 1894, the defendants equity of redemption be foreclosed and that an order of sale issue therefor to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

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Pleas continued and held at the Court House in Marysville, within and for 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 29th day of August, A.D. 1893, Lester Clark filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Jerusha Clark, to-wit:

Petition

65-90

Lester Clark, Plaintiff
vs.
Jerusha Clark, Defendant
In the Court of Common Pleas
Union County, Ohio.

The plaintiff says: That he has been a resident of the State of Ohio, for the year last past, and has a bona-fide residence in the County of Union.

On or about the 13th day of October 1870 he was married to the defendant at Union County, Ohio. The following child was born of such marriage, viz: Beattie May Clark aged 9 years.

The defendant has, in disregard of her marital duties been guilty of gross neglect of duty toward plaintiff, in this, that said defendant has refused to permit plaintiff to have sexual intercourse with her or cohabit with her for more than three years last past and has by her treatment of plaintiff wholly destroyed all marital affection that ought to exist between man and wife.

Wherefore plaintiff prays that he may be divorced from the defendant, that he may be decreed the custody of said child, and such other relief as is proper.

John M. Brodrick,
Attorney for Plaintiff

Precept to the Clerk:

Issue Summons with copy of petition to Sheriff of Union County, Ohio, for defendant, returnable according to law. Indorse: "Action for Divorce."

John M. Brodrick,
Filed August 29th, 1893. Attorney for Plaintiff.

Afterward, on the 29th day of August A.D. 1893, a Summons was issued by the Clerk of said Court, to-wit:

Summons

65-90

The State of Ohio
Union County
To the Sheriff of Union County:
You are commanded to notify Jerusha Clark 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 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

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11th day of September A.D. 1893.

(Seal)

Witness my signature as clerk of our said Court of Common Pleas, and the Seal of said Court, at Mansville this 29th day of August A.D. 1893.
R. M. Leroy, Clerk.

And on the 31st day of August A.D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which he returns as follows:

Service	50
Copy	15
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Return	25
Total	4 74

Received 11 o'clock A.M. on the 29 day of August A.D. 1893, and on the 29th day of August A.D. 1893, I served the same by handing a certified and a true copy thereof of this writ with a copy of the petition to the within named Jennisha Clark personally.
W^m L. Snodgrass, Sheriff.

Afterward, on the 2nd day of September A.D. 1893, an Entry was made on the Journal by the Clerk of Court, Lester Clark

Entry
6-5-90

as.
Jennisha Clark | Journal 16, Page 418

This day came the parties hereto and by agreement there is allowed by plaintiff to defendant on alimony pendente lite herein the sum of one hundred dollars which is to be taken into account hereafter in the allowance of alimony in this case.

Afterward, on the 18th day of September A.D. 1893, an Answer by Cross-Petition was filed with the Clerk, to wit: Lester Clark, Plaintiff

Answer
by Cross
Petition
6-5-90

as.
Jennisha Clark, Defendant | Court of Common Pleas,
Union County, Ohio.
1st. The defendant now comes and for her answer and cross-petition herein says she admits that the defendant is now and has been for the year last past a resident of Union County, Ohio, and she and the defendant were married on or about the 13th day of October 1870 and that Beattie Clark aged nine years was born of such marriage. And this defendant denies each and every other allegation contained in said petition.

2nd. The defendant by way of cross-petition herein says: She has been a resident of Union County, Ohio for more than the year last past and is a bona fide resident of Union County, Ohio, and that on or about the 13th day of October 1870 she was married to the defendant. That the plaintiff for more than three years last past has been guilty of gross neglect of duty towards this defendant in this, to wit: That he has withdrawn from this defendant all his regard and affection as a husband during all of said time

and denies the defendant the usual and ordinary kindness, association and treatment due from a husband to a wife. And has by his said conduct towards this defendant made their home useless and void as such to this defendant for more than the time aforesaid.

This defendant further says that for more than three years last past the plaintiff has in disregard of his marital duties bestowed his kindness and affection due to the defendant on servant girls employed at various times during said time as help in their household work at the home of the plaintiff and defendant.

That the plaintiff has by his unnatural treatment of the defendant as a husband by unreasonable sexual demands and by the conduct aforesaid caused the defendant to lose her health by womb and heart disease so that she is now and has been for about ten years unable to perform household duties and the duties of a wife. 3". The defendant says she has been a resident of the State of Ohio for more than the year last past and is now a bona fide resident of the said County of Union.

That on or about the 13th day of October 1870 she was married to the plaintiff. That the plaintiff in violation of his marital duties has at various times to numerous to be pleaded herein for more than three years last past been guilty of extreme cruelty toward this defendant by assaulting and beating her, and by frequent use of obscene and profane and abusive language toward this defendant which to be pleaded herein.

This defendant has done all on her part as a dutiful wife to carry out her marital relations with the plaintiff and among other things has condoned the plaintiff's adultery with one Eva Smith since intermarried with one Fremont Spain, but notwithstanding her said efforts in that regard the plaintiff has for more than three years last past continuously abused and mistreated the defendant with obscene and profane language wholly refusing to recognize or treat her as a wife.

The plaintiff is the owner of about two hundred and forty-four acres of land unencumbered of the value of twenty thousand dollars and about ten thousand dollars in money and personal property.

The said Hattie Clark has a piano given her by the plaintiff which the defendant asks to be ordered held by said child.

Wherefore the defendant prays that she may be divorced from the plaintiff and allowed reasonable alimony herein and granted the custody of the said child by said marriage Hattie Clark and for all proper relief.

D. N. Ayers.

Attorney for Defendant.

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State of Ohio,
Union County, ss;

Jerusha Clark being first duly sworn says the facts stated and allegations in the foregoing answer and cross-petition are as she believes true.

Jerusha Clark,

Sworn to before me and signed in my presence this 18th day of September 1893. (Seal) J. C. Griffith, Notary Public.

Afterward, on the 20th day of September A. D. 1893, a motion was filed with the clerk of said Court, to wit: Lester C. Clark, Plaintiff

motion

vs.

Court of Common Pleas,

Jerusha Clark, Defendant

65-90

The plaintiff moves the Court to order stricken from the answer and cross petition of defendant the following words, occurring, and contained in said pleading, and on the 3rd page thereof, to wit: "and among other things has condoned the plaintiffs adultery with one Eva Smith since intermarried with one Fremont Spain", said words being irrelevant, immaterial and improper in the pleading.

Brodrick, Porter & Porter,

Attorneys for Plaintiff.

Afterward, on the 29th day of September A. D. 1893, an Entry was made on the Journal by the Clerk, to wit: Lester Clark

vs.

Journal 16, Page 453.

Jerusha Clark

This day this cause came on to be heard on motion of the defendant for alimony pendente and was submitted to the Court on affidavits.

On consideration whereof the Court allow the defendant the sum of \$150.⁰⁰ to be paid as follows: on or before the 15th day of October 1893, \$75.⁰⁰; and on or before the 15th day of November 1893, \$75.⁰⁰ and in default thereof that execution issue therefor which said sum is to be taken into account hereafter in the allowance of alimony in this case.

Afterward, on the 12th day of December A. D. 1893, an Entry was made on the Journal by the Clerk of Court. Lester Clark

vs.

Journal 16, Page 483.

Jerusha Clark

This day this cause came on for further hearing on defendant's motion for a further allowance of alimony pendente lite, upon consideration whereof it is ordered by the Court that in addition to the sums heretofore allowed said defendant as alimony pendente lite she

be allowed and the plaintiff is ordered to pay to her as alimony pendente lite the further sums as follows: \$50⁰⁰ by the 20th day of December 1893: and \$50⁰⁰ by the 20th day of January 1894. And in default of payment execution is awarded therefor as upon judgments law.

John A. Price, Judge.

Afterward, on the 16th day of January A. D. 1894, an entry was made on the Journal by the Clerk of Court, to wit: Lester Clark

Entry

vs.

Jemsha Clark

Journal 16, Page 495.

6390

This day on motion of plaintiff to strike out of answer & cross petition of defendant the following words in said pleading, to wit: "and among other things has condoned the plaintiff's adultery with one Eva Smith, since intermarried with one Fremont Spain", the same on consideration of the Court was sustained and leave granted defendant to file amended answer and cross-petition in instant and the same filed.

Afterward, on the 17th day of January, A. D. 1894, an Answer & Cross-Petition was filed with the Clerk, to wit: Lester Clark, Plaintiff

Amended Answer

vs.

Jemsha Clark, Defendant

Court of Common Pleas, Union County, Ohio

Cross Petition

6390

The defendant now comes and for her answer and cross-petition herein says: She admits that the defendant is now and has been for the year last past a resident of Union County, Ohio, and that he and the defendant were married on or about the 13th day of October 1870 and that Heathie Clark aged nine years was born of said marriage, and this defendant denies each and every other allegation contained in said petition.

2^d The defendant by way of cross-petition herein says she has been a resident of Union County, Ohio, for more than the year last past and is now a bona fide resident of said County of Union and that on or about the 12th day of October 1870 she was married to the defendant.

That the plaintiff for more than three years last has been guilty of gross neglect of duty towards this defendant in this to wit: That he has withdrawn from this defendant all his regard and affections as a husband during all of said time and denies this defendant the usual and ordinary kindness, association and treatment due from a husband to a wife and has by his said conduct towards this defendant made their home useless and void as such to this defendant for more than the time aforesaid.

This defendant further says that for more than three years last past the plaintiff has in disregard of

his marital duties bestowed his kindness and affection due to the defendant on servant girls employed at various times during said time as help in their household work at the home of the plaintiff and defendant.

That the plaintiff has by his said unnatural treatment of the defendant as a husband, and by unreasonable and unnatural sexual demands of this defendant caused the defendant to lose her health by womb and heart disease, so that she is now and has been for about ten (10) years unable to perform household and the duties of a wife.

3". The defendant says: She has been a resident of the State of Ohio for more than the year last past and is now a bona fide resident of said County of Union.

That on or about the 13th day of October 1870 she was married to the plaintiff. That on or about the 10th day of October 1853 the plaintiff in violation of his marital duties committed adultery with one Eva Smith since intermarried with one Fremont Spain - at and near to the residence of the plaintiff and defendant in Union County, Ohio, and at various other times prior and subsequent to said date the plaintiff committed adultery with said Eva Smith, but this defendant is unable to state the dates thereof.

4". The defendant says she has been a resident of said County of Union for more than the year last past and is now a bona fide resident of the said County of Union and was married to the plaintiff about the 13th day of October 1870. That the plaintiff in violation of his marital duties has at various times to numerous to be pleaded herein for more than three years last past been guilty of extreme cruelty towards this defendant by assaulting and beating her, and by frequent use of abusive, profane and obscene language towards this defendant unfit to be stated herein.

This defendant has done all on her part as a dutiful wife to carry out and perform her marital relations with the plaintiff but notwithstanding her said efforts in that regard the plaintiff has for more than three years last past continually abused and mistreated this defendant by the means of assaulting and beating her at various times heretofore stated as near as she is able to state them and by refusing to recognize her as his wife before the public and by refusing suitable clothing at times within said period to appear and mingle with the neighbors and friends of this defendant and by wholly refusing to recognize her as his wife.

The plaintiff is the owner of about two hundred and forty acres of land unencumbered of the value of

about twenty thousand dollars, and about ten thousand dollars in money and personal property.

That the said Beattie Clark since the commencement of this action has lived with the defendant in Marysville, Ohio, is of tender years, to wit: 7 years of age and is attending school in said place, and has by the gift of said plaintiff her father a piano at the former residence of the plaintiff and defendant and needed by said child to aid her in her education.

Defendant also has at the said former residence various articles of household goods such as beds, bedding and various other items too numerous for statement herein.

Wherefore the defendant prays that she may be divorced from the plaintiff and allowed reasonable alimony herein and granted the custody of said child by said marriage. And that the Court decree to said child or this defendant for the benefit of said child said piano, and for said household goods and for all proper relief.

State of Ohio,
Union County ss: |

D. W. Ayers,
Attorney for Defendant.

Jerusha Clark being first duly sworn says the facts stated and allegations in the foregoing answer and cross-petition are as she believes true.

Jerusha Clark.

Sworn to before me and signed in my presence by Jerusha Clark this 16th day of January 1894.

(Seal)

J. C. Griffith, Notary Public.

Afterward, on the 29th day of January, A. D. 1894, a Reply was filed with the clerk of said Court, to wit: Lester Clark, Plaintiff

Reply
6590

vs.
Jerusha Clark, Defendant
The plaintiff replies:

Court of Common Pleas,
Union County, Ohio.

1st To the grounds of defense in defendant's answer and cross-petition, numbered 2, 3, 4, and being the last grounds of defense contained in said answer, and admits the residence of the defendant, and her intermarriage with the plaintiff, as alleged by her, and that said Beattie Clark has a piano which was given to her by the plaintiff, and lives with defendant at Marysville, Ohio.

2nd The plaintiff says, that the defendant many years ago, to wit: about the year 1853, condoned and forgave his said adultery with said Eva Smith, and for years since said adultery, she has lived, cohabited, and slept with him.

3rd And plaintiff denies each and every other allegation made in said grounds of defense numbered 2, 3, 4 and prays as he has already done in his petition.

Brodrick, Porter & Porter, Attorneys for Plaintiff

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Lester Clark, the plaintiff, being sworn makes oath that the facts stated in the foregoing reply are true as he believes.

Lester Clark.

Sworn to by Lester Clark before me, and signed by him in my presence this 29th day of January A. D. 1894.

(Seal)

R. M. Long, Clerk of Court.

Attest
 R. M. Long clerk

Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of January, nowit, on the 15th day of January in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that, heretofore, nowit, on the 19th day of August A. D. 1893, Margaret Niceley filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Viola B. Jagers et al. nowit, Margaret Niceley. Plaintiff

Petition

6583-

Viola B. Jagers ^{3/4} Perry Jagers her husband, Malon Mangans ^{3/4} Mary C. Mangans, Theo. Botkin With Botkin ^{3/4} Malon Mangans Guardian of said With Botkin, Clara B. Crocker (daughter of Dursilla Crocker now deceased, who was a daughter of said Isaac C. Botkin deceased, Owen D. Botkin ^{3/4} Amelia A. Crocker ^{3/4} David B. Crocker her husband, Defendants

Court of Common Pleas Union County, Ohio.

The plaintiff Margaret Niceley says, that on or about the 6th day of June 1893 Isaac C. Botkin, late of Union County, Ohio, died intestate, seized of an estate in fee simple, in the following described real estate in the County of Union, Ohio, nowit: Being in Paris Township, and bounded and described as follows:

Beginning at the center of the crossing of the gravel road running north from Marysville to Charisburg and the Taylor road, starting at the center of the crossing of the two roads above named and running direct with the center of the above named roads an equal distance, so that a direct line to each of the given points will make the amount of land contained in the inclosure two acres, said land being a part of the land owned by Elijah Wolford and Elizabeth Wolford, situated in said Paris Township

Also another piece in Paris Township, Union County Ohio, bounded and described as follows: Survey N^o. 5390.

Beginning at a stake in the center of the Marysville and Charisburg gravel road where the north line of said Survey crosses said road; thence with the north line of said Survey and in the center of a county road N 82¹/₂ - E. 30. ⁵⁴ poles to a stake; thence S. 7¹/₂ - E. 65 - poles to a stake and stone; thence S. 81¹/₂ - N. 76. ²⁵ poles to a stake in the center of said gravel road; thence with the center of said road N. 25¹/₂ - E. 71 poles to the beginning containing 21 acres and 114 poles.

Excepting therefrom 116 square poles sold by said Isaac

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C. Botkin, deceased, to Albert J. Evans April 15th 1854, See Volume 56, Page 484, Union County Record of Deeds.

Also the following described premises, situate in the State of Ohio, County of Union, Township of Paris and Village of Marysville, and part of Virginia Military Survey N^o: 3354. Beginning at the north-west corner of lot N^o: 432 in Robb's Addition to the village of Marysville and in the south line of Center or Fifth Street; thence with said line N. 88° W. about 312 feet to the corner of Maud M. Eaton's lot; thence with the east line of said lot S. 2° W. about 323 feet to the south-east corner of said lot; thence with the south line of said lot and continuing the same course with the south line of A. S. Morgridge's lot N. 88° W. about 164 feet to a stone south-west corner of said A. S. Morgridge's lot in the east line of an alley; thence with said line S. 2° W. about 294 feet to the south end of said alley; thence N. 88° W. 16⁵/₈ feet to the east line of J. D. Southard's land; thence with said line S. 2° W. about 234 feet to a stone south-east corner of said land in the north line of A. L. M. Partridge's land; thence with said line N. 82° 30' E. about 155 feet to a stone; thence continuing with said line S. 88° E. about 323 feet to a stake south-west corner to lot N^o: 440 in Robb's Addition to Marysville; thence with the west line of said Addition N. 2° E. about 820 feet to the beginning.

Also all the interest and estate in the above mentioned alley which was conveyed by T. C. Hamilton to Isaac C. Botkin and others September 20th 1870 which said conveyance is of record in Volume of Deeds N^o: 68 Page 458 Union County Record of Deeds.

Excepting from the above described premises the following lots or parcels of land which were conveyed by Isaac C. Botkin deceased to Lewis B. Demorest, Charles S. Chapman, Maggie Niceley, A. J. Whitney and B. F. Carmean and to John Glenn. And also excepting a right of way or easement for the westerly extension of Sixth Street.

The said Isaac C. Botkin at the time of his death was a widower and left children by three (3) different wives, all of whom were dead.

The said premises descended to the following persons, only heirs and legal representatives of the said Isaac C. Botkin deceased, to wit: The plaintiff Margaret Niceley a daughter of said Isaac C. Botkin deceased by his last wife Susan Jane Botkin (whose maiden name was Susan Jane Robb) and the following persons, children of the said Isaac C. Botkin, deceased, to wit, Viola Jagers, wife of Perry C. Jagers and a daughter of said Isaac C. Botkin deceased by his last wife Susan Jane Botkin (whose maiden name was Susan Jane Robb) Mary E. Mangans

wife of Malon Mangans; Theo Botkin, With Botkin, an imbecile who has for her Guardian Malon Mangans Clara B. Crocker daughter of Drusilla Crocker, deceased and who was a daughter of said Isaac C. Botkin deceased, Owen D. Botkin and Amelia A. Crocker wife of David A. Crocker, Margaret Niceley the plaintiff and Viola Jagers wife of said Perry C. Jagers) one of the defendants being the only heirs of said Isaac C. Botkin deceased by his last wife Susan Jane Botkin (whose maiden name was Susan Jane Robb) are entitled first in equal parts to eighteen hundred dollars of said estate, said \$1800. having been the undivided property of their mother Susan Jane Botkin, she having received that amount from her fathers estate, and afterwards during her lifetime contributed said amount of \$1800. to the support of family and the acquisition of the real estate now in the name of said Isaac C. Botkin deceased and being the real estate above described.

The parties above named have the following undivided estate in the remainder of said premises to wit: Margaret Niceley the plaintiff one undivided eighth in fee, Viola Jagers one undivided eighth in fee, Mary C. Mangans one undivided eighth in fee, Theo Botkin one undivided eighth in fee With Botkin one undivided eighth in fee, Clara B. Crocker daughter of Drusilla Crocker deceased who was a daughter of said Isaac C. Botkin deceased one undivided eighth in fee, Owen D. Botkin one undivided eighth in fee, Amelia A. Crocker one undivided eighth in fee.

The plaintiff asks that said Viola Jagers and Perry C. Jagers her husband, Mary C. Mangans and Malon Mangans her husband, Theo Botkin, With Botkin and Malon Mangans her Guardian, Clara B. Crocker, Owen D. Botkin, Amelia A. Crocker and David A. Crocker her husband be made parties defendant to the petition.

And the said plaintiff desiring to hold her said interest in severalty, prays that partition may be made of said premises according to the interest of the parties or if it shall appear that partition cannot without manifest injury be made, it is desired that the same be divided into lots or parcels of land by the Commissioners and by them so appraised, that the same may be sold, or other order taken pursuant to the Statute in such case made and provided.

F. J. Arthur,

Attorney for Plaintiff.

The State of Ohio
Union County, ss:

Margaret Niceley the plaintiff being sworn says that the statements made and allegations contained in the foregoing petition are true as she verily believes.
Margaret Niceley.

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Sworn to by Margaret Niceley before me and signed by her in my presence this 19th day of August 1893.
(Seal) R. M. Leroy, Clerk of Court.

Pracipe
6-5-85

To the Clerk:
Issue Summons returnable according to law for the defendants, endorse Petition for Partition, to Sheriff of Union County for Viola B. Jagers & Perry C. Jagers her husband, with Botkin imbecile who lives with the plaintiff; to Sheriff of Delaware County, Ohio, for Mary E. Mangans and Malon Mangans her husband and for Malon Mangans as Guardian of said Writhe Botkin, imbecile for Theo Botkin of Hutchinson, Kansas for Owen D. Botkin living at Coffeyville, Montgomery County Kansas; and for Amelia A. Crocker, David A. Crocker her husband and Clara B. Crocker living at Pleasanton Leim County, Kansas.
J. J. Arthur,
Filed August 19th 1893. Attorney for Plaintiff.

Afterward, on the 19th day of August A. D. 1893, a Summons was issued by the Clerk of said Court.

Summons
6-5-85

The State of Ohio
Union County | To the Sheriff of Union County:
You are hereby commanded to notify Viola B. Jagers and Perry Jagers, her husband, and with Botkin imbecile that they have been sued by Margaret Niceley in the Court of Common Pleas of Union County, and must answer by the 16th 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 25th day of August A. D. 1893.
Witness my hand and the Seal of said Court
(Seal) this 19th day of August A. D. 1893.
R. M. Leroy, Clerk.

Endorsed: In action for Partition.

Sheriff's Return

And on the 28th 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:

Ser. Return	50
Mileage	96
Copy	45
Total	\$ 191

The State of Ohio
Union County | Sheriff's Return
Received this writ August 19th A. D. 1893 at 4 o'clock P. M. and served same by handing a certified copy of this writ with the endorsements thereon to the within named defendants personally on the 22nd day of August 1893.
Wm G. Snodgrass, Sheriff.

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Afterward, on the 19th day of August A. D. 1893, a
Summons was issued by the Clerk of said Court, to wit:
The State of Ohio
Union County.

Summons

65-85-

To the Sheriff of Linn County, Kansas:
You are hereby commanded to notify Amelia
A. Crocker and David B. Crocker, her husband and
Clara B. Crocker that they have been sued by Margaret
Niceley in the Court of Common Pleas of Union County,
and must answer by the 16th 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 4th day of September A. D. 1893.

Witness my hand and the Seal of said Court.
(Seal) This 19th day of August A. D. 1893.
A. M. Crony, Clerk.

Endorsed: "In action for Partition of Real Estate."

Sheriff's
Return

And on the 31st 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:

Ser. Return	1.75
Mileage (116)	1.60
Affidavit	.25
Total	3.60

The State of Kansas
Linn County

Sheriff's Return.

Received this writ August 22nd, 1893, at 11
o'clock A. M. and served same August 22nd 1893
by delivering a true and certified copy of this Summons
to Amelia A. Crocker and Clara B. Crocker personally ²⁴
a true certified copy of the order of Partition, ²⁴ by leav-
ing a true and certified copy of this Summons ²⁴ a
true ²⁴ certified copy of the order of partition at the
usual place of residence of D. A. Crocker.

C. H. Warden, Sheriff

Linn County, Kansas.

I, C. H. Warden being first duly sworn depose and
says he is Sheriff of Linn County Kansas, that he
served the within Summons on the 22nd day of August
1893 in the manner named in the above return.

C. H. Warden.

Subscribed and sworn to this 28th day of August
1893. (Seal) C. L. Marsh, Notary Public.
Commission expires Sept. 8th, 1895.

Afterward, on the 19th day of August A. D. 1893, a
Summons was issued by the Clerk of said Court, to wit:
The State of Ohio,
Union County

Summons

65-85-

To the Sheriff of Delaware County:
You are hereby commanded to notify Mary B.
Mangans and Malon Mangans her husband and
also Malon Mangans Guardian of Writth Bothkin, an
imbecile that they have been sued by Margaret Niceley

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in the Court of Common Pleas of Union County, and must answer by the 16th 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 28th day of August A. D. 1893.

Witness my hand and the Seal of said Court.
(Seal) This 19th day of August A. D. 1893.

R. M. Crony, Clerk.

Endorsed: "In action for Partition of Real Property."

And on the 28th 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.

Sheriff's Return

Delaware County	
Ser. Return	55
Adl. Dfts.	30
Mileage	1 60
Doc. Post.	14
Copy	75
Total	\$ 3 34

Sheriff's Return.

Received this writ August 21st A. D. 1893, at 7³⁰ A. M. and on the 25th day of August A. D. 1893, I served this writ on the within named defendants Mary E. Mangans by delivering to her personally a true and duly certified copy of this writ with all the endorsements thereon. Malon Mangans by leaving for him at his usual place of residence a true and duly certified copy of this writ with all the endorsements thereon. Malon Mangans as Guardian of With Bodkin (an imbecile) by leaving for him at his usual place of residence a true and duly certified copy of this writ, with all the endorsements thereon.

Thomas A. Griffith, Sheriff.

By John D. Griffith, Deputy.

Afterward, on the 19th day of August A. D. 1893, a Summons was issued by the Clerk of said Court.

The State of Ohio.

Summons

Union County | To the Sheriff of Reno County, Kansas:

You are hereby commanded to notify Theodore Botkin (impleaded with others) that he has been sued by Margaret Niceley in the Court of Common Pleas of Union County, and must answer by the 16th 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 28th day of August A. D. 1893.

Witness my hand and the Seal of said Court.
(Seal) This 19th day of August A. D. 1893.

R. M. Crony, Clerk

Endorsed: "In action for Partition of Realty."

And on the 28th 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:

Return	\$	25
Copy		50
Affidavit		50
Total	\$	1.25

The State of Kansas,
Reno County

Sheriff's Return.

Received this writ August 22nd, A. D. 1893, and served same by delivering a copy thereof with the endorsements thereon, duly certified to the within named Theodosius Botkin personally, and I also delivered to the within named Theodosius Botkin a copy of the petition in the within named case personally.

J. N. Jones, Sheriff.

State of Kansas,
Reno County, s.s.:

Reno County, Kansas.

I, the undersigned J. N. Jones, Sheriff of Reno County do solemnly swear that the times and manner of service of the within summons and petition as stated in annexed return is true, so help me God.

J. N. Jones.

Subscribed and sworn to before me this 26th day of August 1893. (Seal) Scott E. Minne,
Commission expires April 16th, 1899. Notary Public.

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 Montgomery County, Kansas

Summons

6585

You are hereby commanded to notify Owen D. Botkin (impleaded with others) that he has been sued by Margaret Nicely in the Court of Common Pleas of Union County, and must answer by the 7th day of October 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 18th day of September A. D. 1893.

Witness my hand and the Seal of said Court (Seal) this 2nd day of September A. D. 1893.

A. M. Leroy, Clerk.

Endorsed: "In action for Partition of Real Property."

And on the 18th day of September 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 Kansas
Montgomery County

Sheriff's Return.

Sheriff's Return

Return	\$	25
Mileage		5.00
Copy		2.50
Total	\$	5.50

Received this writ September 5th A. D. 1893 at 8 o'clock A.M. The within named Owen D. Botkin not found in my County.

T. F. Callahan, Sheriff.

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Afterward, on the 5th day of December A.D. 1893, an Affidavit was filed with the Clerk of said Court, to wit: Margaret Niceley, Plaintiff vs. Viola B. Jagers, et al. Defendants. Court of Common Pleas, Union County, Ohio. Affidavit for Publication.

Margaret Niceley the above named plaintiff, makes solemn oath that service of a summons cannot be made upon the said defendant Owen D. Botkin within the State of Ohio, that his residence is in the State of Kansas, County of - - - and his Post Office Address is Independence Kansas, that in this action Margaret - - - the plaintiff has filed her petition for partition against Viola B. Jagers et al in the real estate of Isaac C. Botkin deceased, that she makes this affidavit for the purpose of obtaining service by publication.

The State of Ohio,
Union County ss:

Margaret Niceley the plaintiff above named being first duly sworn says the statements in the foregoing Affidavit are true as she verily believes.

Margaret Niceley.

Sworn to and subscribed before me by said Margaret Niceley this 5th day of December 1893.
(Seal) J. Charles Kennedy, Notary Public.

Afterward, on the 16th day of January, A.D. 1894, a Proof of the Publication was filed with said Court, to wit: Margaret Niceley, Plaintiff vs. Viola B. Jagers, et al. Defendants. Court of Common Pleas, Union County, Ohio.

Owen D. Botkin, one of the above named defendants and whose post office address is Independence Montgomery County, Kansas, will take notice that on the 19th day of August 1893 Margaret Niceley the plaintiff in said Court duly commenced a civil action against him and others praying for partition of the real estate in this County of Isaac C. Botkin, deceased.

Said Owen D. Botkin is required to answer the petition in said action on or before the 13th day of January A.D. 1894, or decree will be entered by default.

December 6th, 1893. Margaret Niceley, 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 December 6th, 1893.

W. O. Shearer.

Sworn to and subscribed before me, this 16th day of

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January 1894. (Seal) R. M. Crony, Clerk.
Printer's fee \$8²⁵

Afterward, on the 9th day of December A. D. 1893, a motion was filed with the Clerk of said Court, to wit: Margaret Niceley, Plaintiff

motion

6585

vs. In Union County, Court of Common Pleas,
Viola B. Jagers et al. Defendants

Now comes Mary E. Mangans one of the defendants herein and moves the Court for an order striking out from the petition the following words, to wit:

"Margaret Niceley the plaintiff and Viola Jagers (wife of said Perry C. Jagers) are of the defendants being the only heirs of said Isaac C. Botkin deceased by his last wife Susan Jane Botkin (whose maiden name was Susan Jane Robb) are entitled first in equal parts to Eighteen hundred dollars of said estate said \$1800. having been the undivided property of their mother Susan Jane Botkin, she having received that amount from her father's estate and afterwards during her lifetime contributed said amount of \$1800. to the support of family and the acquisition of the real estate now in the name of said Isaac C. Botkin deceased and bring the real estate above described."

Also in the line and sentence following the above words strike out the words "remainder of."

J. L. Cameron, Attorney for
Mary E. Mangans, Defendant.

Afterward, on the 11th day of December A. D. 1893 an Entry was made on the Journal by the Clerk of Court Margaret Niceley

Entry

Journal 16, Page 482.

6585

vs. This day came the plaintiff by her Attorney F. J. Arthur, and the defendant Mary E. Mangans by J. L. Cameron her Attorney and this cause was submitted to the Court upon the motion of said Mary E. Mangans to strike out from the petition certain matters in said motion stated. On consideration whereof the Court being fully advised in the premises sustains said motion and orders said matters stricken out from said petition. To which ruling of the Court the plaintiff excepted.

Answer of With Botkin by Guard.

Afterward, on the 9th day of January A. D. 1894, an Answer was filed with the Clerk of said Court, to wit: Margaret Niceley, Plaintiff

vs. In Union County, Ohio Court of Common Pleas
Viola B. Jagers et al. Defendants
Now comes Malon Mangans, Guardian of With Botkin, and for his answer and cross-petition says: Said

With Isaac is the With tion the se and a seized estate his de tribu adva sona were his s tion. vance were a \$350. \$100. adva ed th there. to sto and to dis son C. of his June. vance Botkin but to him a Botkin dang \$100. a tota said the h be coll said C. Bot Viola Novem less \$

With Botkin, is an imbecile, and a daughter of said Isaac C. Botkin, deceased, and the said Malon Mangans is the duly appointed and qualified Guardian of said With Botkin. This defendant says that the petition gives a correct statement of the relationship of the several defendants to said Isaac C. Botkin deceased and also properly describes the lands of which he died seized: but this defendant says, that the personal estate of said Isaac C. Botkin is insufficient to pay his debts, and there will be no personal estate for distribution amongst his heirs.

In his lifetime the said Isaac C. Botkin made advancements to some of his children out of his personal estate, and the ones, to whom such advancements were made should receive so much less in value of his said real estate, and this answer and cross-petition is made for the purpose of having the said advancements adjusted in this proceeding for partition.

The advancements made by said Isaac C. Botkin were as follows: He advanced to his son Theo Botkin \$350⁰⁰ on the 5th day of September 1870, \$230⁰⁰ May 8th, 1872, \$100⁰⁰ June 3rd, 1875, \$200⁰⁰ April 15th, 1872 making a total advancement to him of \$880⁰⁰. For the sums so advanced the said Isaac C. Botkin took promissory notes but there was no intention to collect them but they were to stand against his said son as an advancement and to be considered a part of his estate, when it came to distribution.

The said Isaac C. Botkin also advanced to his son O. D. Botkin the following sums of money as part of his personal estate, to wit: \$300⁰⁰ April 11th, 1870, \$200⁰⁰ June 25th, 1870 and \$200⁰⁰ June 1st, 1888, making a total advancement to him of \$700⁰⁰ for which said Isaac C. Botkin also took notes from his said son O. D. Botkin but there were not to be collected but to stand against him as a part of the personal estate of said Isaac Botkin on distribution.

The said Isaac C. Botkin advanced to his daughter Viola B. Jagers the following sums, to wit: \$100⁰⁰ April 17th, 1875 and \$100⁰⁰ September 1st, 1878, making a total advancement to her of \$200⁰⁰ for which the said Isaac C. Botkin took the promissory note of the husband of said Viola, but said notes were not to be collected but were to stand as an advancement to said Viola out of the personal estate of said Isaac C. Botkin and be accounted for in distribution.

The said Isaac C. Botkin also advanced to said Viola the further sum of \$60⁰⁰ May 1st, 1888 and \$56⁰⁰ November 4th, 1875 making a total advancement to her less \$35⁰⁰ of \$281⁰⁰ which should be charged to her in

the partition of his estate.

The said Isaac C. Botkin advanced to his daughter Margaret Nicely the sum of \$100⁰⁰ April 17th 1875 for which he took the note of her husband but said note was not intended to be collected but said sum was to be accounted for by said Margaret Nicely in the distribution of the estate of said Isaac C. Botkin.

The plaintiff having prayed for partition of said lands, this defendant joins in the prayer thereof, but asks the Court to order all said advancements to be considered, either with or without interest as to the Court may seem meet, and that partition may be so ordered that a just and equal distribution of the estate of said Isaac C. Botkin may be made and that the parties receiving said advancements may receive so much less in value of said lands, or if a sale in partition be made then in the distribution of the proceeds of the sale said advancements may be adjusted and the ward of this defendant may be protected in all her rights in the premises, and for all proper relief.

J. L. Cameron, Attorney for
Malon Mangans, Guardian of
Witch Botkin.

Afterward, on the 17th day of January A. D. 1894, an Entry was made on the Journal by the Clerk of said Court
Margaret Nicely

Entry

vs.

Viola B. Jaggars et al

Journal 16, Page 496.

65-85

This day this cause came on to be heard, and the same was submitted to the Court, upon the pleadings and the evidence, on consideration whereof, the Court being fully advised in the premises finds: That all of the parties have been duly and legally notified of the filing and pendency of the petition, and of the cross-petition, and that all the parties are before the Court in due and legal form.

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

The Court further finds that the parties named in the petition are the heirs and legal representatives of said Isaac C. Botkin deceased, and that he died intestate, and that the said parties are entitled to the division of his estate to the parts and proportion in the said petition stated.

The Court further find that in the lifetime of the said Isaac C. Botkin he made advancements to some of his children, that said advancements should be brought

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in and made part of this estate for distribution, and that they are as follows: Said Isaac C. Botkin advanced to his son Theo Botkin \$880. To his son Owen D. Botkin \$700. To his daughter Viola B. Jagers \$281. To his daughter Margaret Nicoley \$100.

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

It is therefore adjudged and decreed by the Court that the lands in the petition described be appraised free from dower estate, and that to the appraised value of the same there be added the sum of \$1961. being the sum total of all advancements, and that partition of said premises be made, giving to the said Margaret Nicoley such portion of said premises as will when added to her advancement of \$100 equal one-eighth of said premises: To Viola B. Jagers such portion as when added to her advancement of \$281. equal one-eighth of said premises: To Mary C. Mangans one-eighth of said premises: To Theo. Botkin such portion as when added to his advancement of \$880. equal one-eighth of said premises: To Wm. Botkin one-eighth of said premises: To Clara B. Crocker one eighth of said premises: To Owen D. Botkin such portion as will when added to his advancement of \$700. equal one-eighth of said premises: To Amelia A. Crocker one eighth of said premises.

And it is further ordered, that for the purpose of making said partition an order issue to the Sheriff of said County of Union, commanding him that by the oaths of Andrew S. Mowry, John Wiley and Charles S. Chapman, three disinterested freeholders of said County, there be set off and assigned to the said several parties the parts and portions to which they have heretofore been found entitled: but it is ordered that in case the said Commissioners shall find that said lands cannot be so divided by metes and bounds without manifest injury, then and in that case they shall return their appraisment in money, having first divided said real estate into lots and parcels as prayed for in the petition of plaintiff, appraising the several divisions so made separately, said Sheriff shall then make his return accordingly without unnecessary delay.

Afterward, on the 23rd day of January A. D. 1894, a writ of Partition was issued by the Clerk of said Court:

Writ of Partition
 The State of Ohio, County of Union
 To the Sheriff of said County,

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the January Term A. D. 1894, in a civil action therein pending (for partition) wherein Margaret Niceley the plaintiff ^{vs} Viola B. Jagers et al the defendants, you are hereby commanded, that by the oaths of Andrew S. Mowry, John Wiley and Charles S. Chapman 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, Paris Township and in the State of Ohio, bounded and described as follows: Beginning at the center of the crossing of the gravel road running north from Marysville to Pharisburg and the Taylor road, starting at the center of the crossing of the two roads above named and running direct with the center of each of the above named roads an equal distance, so that a direct line to each of the given points will make the amount of land contained in the inclosure two acres, said land being a part of the land owned by Elijah Wolford and Elizabeth Wolford situated in said Paris Township.

Also another piece in Paris Township, Union County, Ohio, bounded and described as follows: Survey N^o 5378. Beginning at a stake in the center of the Marysville and Pharisburg gravel road where the north line of said Survey crosses said road; thence with the north line of said Survey and in the center of a County road N. 82¹/₂ - E. 30¹/₂ poles to a stake; thence S. 7¹/₂ E. 65 poles to a stake and stone; thence S. 81¹/₂ N. 76²/₃ poles to a stake in the center of said gravel road; thence with the center of said road N. 25¹/₂ E. 71¹/₂ poles to the beginning containing 21³/₄ 114 poles.

Excepting therefrom 116 square poles sold by said Isaac C. Botkin, deceased, to Albert J. Jones April 15 1884 (See Vol. 56 Page 484, Union County Record of Deeds,

Also the following described premises situate in the State of Ohio, County of Union, Township of Paris and village of Marysville and part of Virginia Military Survey N^o 8354. Beginning at the north west corner of lot N^o 432 in Robb's Addition to the village of Marysville and in the south line of Center or Fifth Street; thence with said line N. 88¹/₂ N. about 312 feet to the corner of M^{rs} M. Eaton's lot; thence with the east line of said lot S. 2¹/₂ N. about 823 feet to the south-east corner of said lot; thence with the south line of said lot and continuing the same course with the south

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line of A. S. Morgridges lot N. 88° W. about 164 feet to a stone south-west corner of said A. S. Morgridges lot in the east line of an alley; thence with said line S. 2° W. about 294 feet to the south end of said alley; thence N. 88° W. 16. ⁵⁰/₁₀₀ feet to the east line of J. D. Southard's land; thence with said line S. 2° W. about 234 feet to a stone south-east corner of said land in the north line of A. L. ³/₄ M. Partridge's land; thence with said line N. 82° 30. E. about 155 feet to a stone; thence continuing with said line S. 88° E. about 323 feet to a stake south-west corner to lot N^o 440 in Robb's Addition to Marysville; thence with the west line of said Addition N. 2° E. about 820 feet to the beginning.

Also all the interest and estate in the above mentioned alley which was conveyed by D. C. Hamilton to Isaac C. Botkin and others September 20th 1870 which said conveyance is of record in Vol. of Deeds N^o 68, Page 438 Union County Record of Deeds.

Excepting from the above described premises the following lots or parcels of land which were conveyed by Isaac C. Botkin deceased to Lewis B. Demorest, Charles S. Chapman, Maggie Nicely, A. J. Whitney, ³/₄ B. F. Carmean ³/₄ to John Glenn.

And also excepting a right of way or easement for the westerly extension of Sixth Street among the persons named herein, and in the following proportions, to wit: To Margaret Nicely one-eighth part; to Viola B. Jagers one-eighth part; to Mary C. Mangans one-eighth part; to Ther. Botkin one-eighth part; to W. H. Botkin one-eighth part; to Clara B. Crocker one-eighth part; to Owen D. Botkin one-eighth part; to Amelia Crocker one-eighth 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 value of the same in money; having first divided said real estate into lots and parcels and appraising the several divisions so made separately 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 23rd day of January A. D. 1894.
 R. M. Crory. Clerk.

And on the 12th day of February A. D. 1894, said writ was returned to the Clerk's Office in said County which return is as follows:

Sheriff's Service	\$ 25
Return Mileage	4 96
Exp. Writ	1 50
Swear. Com.	25
Convey.	2 50
Report	25
Return	25
Total	9 96
Commisses	9 00
Surveyor	36 00
Total	\$ 496

As commanded by the foregoing Writ of Partition, I have executed the same by the oath of Andrew S. Mowry, John Haley and Charles S. Chapman as will appear by the report of the Commissioners herewith returned.
 Given under my hand this 1st day of February A. D. 1893.
 W^m L. Snodgrass, Sheriff

The State of Ohio
 Union County, ss.

margaret Niceley
 vs.
 Viola B. Jaggiers et al. | Court of Common Pleas
 Commissioners Report.
 In Partition.

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises we are of the opinion that partition of said real estate cannot be made according to the demand of the writ without manifest injury to the value thereof.

And we do estimate the value of the lands in Survey n^o 5390 being the first and second tracts in said writ described which lie adjoining and taken together make one tract or parcel of land containing 23 acres more or less at \$36⁰⁰ per acre making a total value of \$828⁰⁰. As to the third tract situate in the village of Marysville and part of Survey n^o 3354 we are of the opinion that it would be more advantageous to the estate to make sale of it in lots and parcels than as a whole and have therefore caused said tract of land to be divided into lots and parcels numbered from 1 to 18 inclusive with necessary streets and alleys as shown by the Plat and descriptions herewith returned.

We estimate the value of said numbered divisions or parcels of land as follows:

n ^o 1 at \$180 ⁰⁰ ;	n ^o 7 at \$9 ⁰⁰ ;	n ^o 13 at \$200 ⁰⁰ ;
n ^o 2 at \$700 ⁰⁰ ;	n ^o 8 at \$300 ⁰⁰ ;	n ^o 14 at \$200 ⁰⁰ ;
n ^o 3 at \$450 ⁰⁰ ;	n ^o 9 at \$450 ⁰⁰ ;	n ^o 15 at \$210 ⁰⁰ ;
n ^o 4 at \$500 ⁰⁰ ;	n ^o 10 at \$360 ⁰⁰ ;	n ^o 16 at \$150 ⁰⁰ ;
n ^o 5 at \$360 ⁰⁰ ;	n ^o 11 at \$180 ⁰⁰ ;	n ^o 17 at \$150 ⁰⁰ ;
n ^o 6 at \$9 ⁰⁰ ;	n ^o 12 at \$180 ⁰⁰ ;	n ^o 18 at \$150 ⁰⁰ ;

making in the aggregate the sum of \$7186⁰⁰

The streets and alleys shown upon the said Plat hereto attached are laid out and reserved for the use and benefit of said divisions and parcels of land, namely Sixth Street, Locust Street, and such parts of Buckeye Street as is upon the estate of J. C. Botkin, deceased including the Hamilton alley referred to in the writ. Also the alley the center line of which is upon the

Land Descriptions

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south line of A. J. Whitney's land and the alley between the lands of Margaret Nicoley and Division N^o 4 and running from Sixth Street to Division N^o 2.

Given under our hands this 1st day of February A. D. 1894.

Commissioners. { Andrew S. Mowry
John Wiley
Charles S. Chapman

Land Descriptions

The Descriptions of the numbered divisions or parcels of land by true meridian courses are as follows:

Situate in the State of Ohio, County of Union, Township of Paris and Village of Marysville and part of Virginia Military Survey N^o 3354.

Division N^o 1.

Beginning at the northwest corner of lot N^o 234 in Robb's Addition to Marysville and in the south line of Fifth Street; thence with said line N. 85° W. 80 feet to a stake; thence S. 5° W. 16.9 feet to a stake in the north line of Margaret Nicoley's land; thence S. 85° E. 80 feet to a stone in the west line of said Robb's Addition; thence with said line N. 5° E. 16.9 feet to the beginning.

Division N^o 2.

Beginning at the northeast corner of Anna B. Wiley's land in the south line of Fifth Street; thence with said line S. 85° E. 66 feet to a stake; thence S. 5° W. 16.9 feet to a stake in the north line of Margaret Nicoley's land; thence N. 85° W. 66 feet to a stake; thence N. 5° E. 16.9 feet passing the southeast corner of said Anna B. Wiley's land and with the east line of the same to the beginning.

Division N^o 3.

Beginning at a stake in the west line of Robb's Addition to Marysville, and in the north line of Sixth Street; thence with said line N. 85° W. 66 feet to a stake at the southeast corner of Margaret Nicoley's land; thence with the east line of said land N. 5° E. 16.5 feet to a stake at the northeast corner of said land; thence S. 85° E. 66 feet to a stone in the west line of said Robb's Addition; thence with said line S. 5° W. 16.5 feet to the beginning.

Division N^o 4.

Beginning at a stake in the north line of Sixth Street (Twenty feet N. 85° W. from the southwest corner of Margaret Nicoley's land; thence with said line N. 85° W. 80 feet to a stake; thence N. 5° E. 16.9 feet to a stake in the south line of Anna B. Wiley's land; thence with said line S. 85° E. 80 feet to a stake; thence

S. 5° - N. 169 feet to the beginning.

Division N^o 5:

Beginning at the southwest corner of L. B. $\frac{3}{4}$ S. M. Demore's land: thence with the south line of said land S. 85° - E. 66 feet to the southeast corner of the same and in the west line of Anna B. Wiley's land: thence with said line S. 5° - N. 3 feet to the southwest corner of said land: thence with the south line of the same S. 85° - E. 14 feet to a stake: thence S. 5° - N. 169 feet to a stake in the north line of Sixth Street: thence with said line N. 85° - N. 80 feet to a stake: thence N. 5° - E. 172 feet passing the southwest corner of M. $\frac{3}{4}$ M. Eaton's land and with the east line of said land to the beginning.

Division N^o 6:

Beginning at the southeast corner of M. $\frac{3}{4}$ M. Eaton's land: thence with the south line of said land N. 85° - N. 76 feet to the southwest corner of said land: thence S. 5° - N. 10 feet to a stake in the north line of Sixth Street: thence with said line S. 85° - E. 76 feet to a stake: thence N. 5° - E. 10 feet to the beginning.

Division N^o 7:

Beginning at the southeast corner of A. S. Morgridg's land: thence with the south line of said land N. 85° - N. 65 feet to a stake in the east line of Buckeye Street: thence with said line S. 5° - N. 10 feet to a stake in the north line of Sixth Street: thence with said line S. 85° - E. 65 feet to a stake: thence N. 5° - E. 10 feet to the beginning.

Division N^o 8:

Beginning at a stake in the south line of Sixth Street at the north-west corner of John Glenn's land: thence with the west line of said land S. 5° - N. 132 feet to a stake at the southwest corner of said land: thence N. 85° - N. 66 feet to a stake in the east line of Locust Street: thence with said line N. 5° - E. 132 feet to the south line of Sixth Street: thence with said line S. 85° - E. 66 feet to the beginning.

Division N^o 9:

Beginning at a stake at the southeast corner of John Glenn's land: thence N. 85° - N. 132 feet to a stake in the east line of Locust Street: thence with said line S. 5° - N. 72 feet to a stake: thence S. 85° - E. 132 feet to a stake in the west line of Robb's Addition to Marysville: thence with said line N. 5° - E. 72 feet to the beginning.

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Division No. 10.

Beginning at a stake in the west line of Robb's Addition to Marysville and 72 feet S. 5° - N. from the southeast corner of John Glenn's land: thence N. 85° - N. 132 feet to a stake in the east line of Locust Street: thence with said line S. 5° - N. 72 feet to a stake: thence S. 85° - E. 132 feet to a stake in the west line of said Robb's Addition: thence with said line N. 5° - E. 72 feet to the beginning.

Division No. 11.

Beginning at a stake in the west line of Robb's Addition to Marysville 144 feet S. 5° - N. from the southeast corner of John Glenn's land: thence N. 85° - N. 132 feet to a stake in the east line of Locust Street: thence with said line S. 5° - N. 73 feet to a stake: thence S. 85° - E. 132 feet to a stake in the west line of said Robb's Addition: thence with said line N. 5° - E. 73 feet to the beginning.

Division No. 12.

Beginning at a stake in the west line of Robb's Addition to Marysville 217 feet S. 5° - N. from the southeast corner of John Glenn's land: thence N. 85° - N. 132 feet to a stake in the east line of Locust Street: thence with said line S. 5° - N. 73 feet to a stake in the north line of R. L. ^{3/4} M. Partridge's land: thence with said line S. 85° - E. 132 feet to a stake at the southwest corner of said Robb's Addition: thence with the west line of the same N. 5° - E. 72 feet to the beginning.

Division No. 13.

Beginning at a stake in the west line of Locust Street and S. 5° - N. 172 feet from the southeast corner of A. J. Whitney's land: thence parallel with the south line of said land N. 85° - N. 133 feet to a stake: thence S. 5° - N. 87 feet to a stake in the north line of R. L. ^{3/4} M. Partridge's land: thence with said line S. 85° - E. 133 feet to a stake in the west line of said Locust Street: thence with said line N. 5° - E. 86 feet to the beginning.

Division No. 14.

Beginning at a stake in the west line of Locust Street and S. 5° - N. 90 feet from the southeast corner of A. J. Whitney's land: thence parallel with the south line of said land N. 85° - N. 133 feet to a stake: thence S. 5° - N. 82 feet to a stake: thence S. 85° - E. 133 feet to a stake in the west line of said Locust Street: thence with said line N. 5° - E. 82 feet to the beginning.

Division N^o 15.

Beginning at a stake in the west line of Locust Street and S. 5° N. 10 feet from the southeast corner of A. J. Whitney's land; thence with the south line of an alley N. 85° W. 133 feet to a stake; thence S. 5° N. 80 feet to a stake; thence S. 85° E. 133 feet to a stake in the west line of said Locust Street; thence with said line N. 5° E. 80 feet to the beginning.

Division N^o 16:

Beginning at a stake in the east line of Buckeye Street and 10 feet S. 4³/₄° N. from the southwest corner of A. J. Whitney's land; thence with said line S. 4³/₄° N. 80 feet to a stake; thence S. 85° E. 130 feet to a stake; thence N. 5° E. 80 feet to a stake in the south line of an alley; thence with said line N. 85° W. 133 feet to the beginning.

Division N^o 17:

Beginning at a stake in the east line of Buckeye Street and 90 feet S. 4³/₄° N. from the southwest corner of A. J. Whitney's land; thence with said line S. 4³/₄° N. 82 feet to a stake; thence S. 85° E. 127 feet to a stake; thence N. 5° E. 82 feet to a stake; thence N. 85° W. 130 feet to the beginning.

Division N^o 18:

Beginning at a stake in the east line of Buckeye Street and 172 feet from the southwest corner of A. J. Whitney's land; thence with said line S. 4³/₄° N. 108 feet to a stake in the north line of A. L. & M. Partridge's land; thence with said line N. 86° E. 121 feet to a stone and S. 85° E. 8 feet to a stake; thence N. 5° E. 87 feet to a stake; thence N. 85° W. 127 feet to the beginning.

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Entry
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Afterward, on the 1st day of February A. D. 1894, an Entry was made on the Journal by the Clerk of Court, Margaret Niceley

Journal 16, Page 523.

Viola B. Jagers et al

In motion to the Court by F. T. Arthur, Attorney for plaintiff, and upon producing the proceedings of the Sheriff, and the report and proceedings of the Commissioners heretofore appointed, and the same being examined, it is ordered by the Court that said proceedings and report be, and the same are hereby approved and confirmed in all respects. And thereupon neither of the parties electing to take said estate at the valuation thereof, as returned by said Commissioners, on motion of the counsel for plaintiff it is ordered by the Court that the lands and tenements in the petition mentioned and as surveyed and platted be sold at public auction by the Sheriff of this Union County according to the Statute in such case made and provided, free from any dower estate upon the following terms, to wit: one-third in hand, one-third in one year and one-third in two years from the day of sale, with interest on deferred payments, and that they - to be secured by a mortgage upon the premises sold.

Order of Sale in Partition

6585

Afterward, on the 13th day of February A. D. 1894, an Order of Sale in Partition was issued by the Clerk of Court: The State of Ohio,

Union County, ss: To the Sheriff of said County, Greeting In pursuance of the order of our Court of Common Pleas, within and for the County of Union, at the January Term A. D. 1894 in a certain Petition for Partition, now pending in said Court, wherein Margaret Niceley is plaintiff and Viola B. Jagers et al are defendants, we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit: Situate in the State of Ohio, County of Union ^{3/4} Township of Paris, and Part of T. M. Survey N^o. 5390 bounded and described as follows: Beginning at a stake in the center of the Marysville ^{3/4} Marion road where the north line of said Survey N^o. 5390 crosses said road; thence with the north line of said Survey N^o. 82 ^{1/2} - N. 30 poles to a stake; thence S. 40 - E. 28 poles to a stone in the center of said road ^{2/3} ^{7/10} poles from the beginning corner; thence with the center of said road S. 25 ^{1/2} - N. 39 poles to a stake corner to a parcel of land conveyed by J. C. Botkin to E. J. Evans April 15th, 1884; thence with two consecutive lines of said E. J. Evans land S. 82 - E. 27 ⁴⁰/₁₀₀ poles to a stone; thence N. 82 E. 45 ³⁵/₁₀₀ poles to a stake and stone a corner of said E. J. Evans land in the west line of W^m S. Lewis land; thence with said line N. 7 ^{1/2} - N. 65

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poles to a stone in the north line of said Survey N^o. 5390
thence with said line N. 82¹/₂ - N. 30³/₄ poles to the beginning
containing 23 acres more or less. Appraised at \$36⁰⁰
per acre.

Also the following numbered divisions
of land, situate in State of Ohio, County of Union,
Township of Paris an Village of Marysville, and part of
Virginia Military Survey N^o. 3354.

Division N^o. 1 Appraised at \$1800⁰⁰.

Division N ^o . 2	Appraised at	\$ 700 ⁰⁰
" " N ^o . 3	" " " "	450 ⁰⁰
" " N ^o . 4	" " " "	500 ⁰⁰
" " N ^o . 5	" " " "	360 ⁰⁰
" " N ^o . 6	" " " "	9 ⁰⁰
" " N ^o . 7	" " " "	9 ⁰⁰
" " N ^o . 8	" " " "	300 ⁰⁰
" " N ^o . 9	" " " "	450 ⁰⁰
" " N ^o . 10	" " " "	360 ⁰⁰
" " N ^o . 11	" " " "	180 ⁰⁰
" " N ^o . 12	" " " "	180 ⁰⁰
" " N ^o . 13	" " " "	200 ⁰⁰
" " N ^o . 14	" " " "	200 ⁰⁰
" " N ^o . 15	" " " "	210 ⁰⁰
" " N ^o . 16	" " " "	150 ⁰⁰
" " N ^o . 17	" " " "	150 ⁰⁰
" " N ^o . 18	" " " "	150 ⁰⁰

For a more particular and definite description of the
above numbered divisions and parcels of land reference
is hereby made to the Plat and descriptions filed with
the Commissioners Report in Partition in the above
named case. Streets & Alleys are laid out as
shown upon said Plat and reserved for the use and
benefit of said divisions and parcels of land.

Terms of Sale: One-third in hand, one-third in
one year & one-third in two years from the day of sale
with interest on deferred payments, and that they be
secured by a mortgage upon premises sold; and that
your proceedings in the premises you make known to
our said Court of Common Pleas at their next term,
and have you then and there this writ.

Witness my hand and the Seal of the said
Court, at Marysville this 13th day of
February A. D. 1894.

A. M. Crory, Clerk.

And on the 17th 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:

The State of Ohio
Union County, ss: Sheriff's Return.
I received this Order of Sale on the 13th day of
February 1894 and in obedience to the command of the

Sheriff's
Return

same, I did, on the 21st day of February 1894, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 17th 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: five consecutive weeks, and in pursuance of said notice, I did, on said 17th day of March A.D. 1894, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, to wit: first^{ly} second tracts containing 23 acres; and then and there came Viola Jagers who bid for the same the sum of five hundred ²/₃ fifty two dollars, and said sum being two-thirds of the appraised value thereof, and said Viola B Jagers being the highest and best bidder therefore I then and there publicly sold and struck off said lands and tenements to her for the said sum of five hundred fifty-two (\$552.⁰⁰) dollars.

Also at the same time and place came the following named persons who bid the amount opposite their names for the following lands and tenements:

Service	\$ 25	
Mileage	50	
Copy to Ctr.	25	
Foundage	22 50	
Return	25	
Total	\$ 44 50	
Printers fee	26 50	

and said sums being more than two-thirds of the appraised value thereof and they being the highest and best bidders I then and there publicly sold and struck off said lands and tenements to them for the amount opposite their names.

W^m G. Snodgrass, Sheriff
Union County, Ohio

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Proof of Publication

Margaret Nicely vs. Viola B. Jagger et al

Sheriff's Sale. In Partition. Court of Common Pleas, Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday March 17th, 1894, at or about the hour of one o'clock P. M. of said day the following described real estate, to-wit: Situated in the Township of Paris, County of Union & State of Ohio, and part of Virginia Military Survey N^o: 5390 bounded and described as follows: Beginning at a stake in the center of the Marysville and Marion road where the north line of said Survey N^o: 5390 crosses said road: thence with the north line of said Survey north 82 1/2 - west 30 poles to a stake. thence S. 40 - E. 28 poles to a stone in the center of said road and 28 3/4 P. from the beginning corner: thence with the center of said road S. 25 1/2 - N. 39 poles to a stake corner to a parcel of land conveyed by J. C. Botkin to E. J. Evans April 15th, 1884: thence with two consecutive lines of said E. J. Evans land S. 82. E. 27 3/4 poles to a stone thence N. 82 - E. 45 3/4 poles to a stake and stone a corner of said E. J. Evans land in the west line of William S. Lee's land: thence with said line N. 7 1/2 - N. 60 poles to a stone in the north line of said Survey N^o: 5390: thence with said line N. 82 1/2 N. 90. 8/10 poles to the beginning containing 23 acres more or less.

Appraised at \$36.00 per acre. Also the following numbered divisions or parcels of land, situate in the State of Ohio, County of Union, Township of Paris, and Village of Marysville, and part of Virginia Military Survey N^o: 3354:

- Division N^o: 1, Appraised at \$1800.
- Division N^o: 2, Appraised at 700.
- Division N^o: 3, Appraised at 450.
- Division N^o: 4, Appraised at 500.
- Division N^o: 5, Appraised at 360.
- Division N^o: 6, Appraised at 9.
- Division N^o: 7, Appraised at 9.
- Division N^o: 8, Appraised at 900.
- Division N^o: 9, Appraised at 450.
- Division N^o: 10, Appraised at 360.
- Division N^o: 11, Appraised at 180.
- Division N^o: 12, Appraised at 180.
- Division N^o: 13, Appraised at 200.
- Division N^o: 14, Appraised at 200.
- Division N^o: 15, Appraised at 210.
- Division N^o: 16, Appraised at 150.
- Division N^o: 17, Appraised at 150.
- Division N^o: 18, Appraised at 150.

For a more particular and definite description of the above numbered divisions and parcels of land reference is hereby made to the Plat and descriptions filed with the Commissioners Report in Partition in the above named case, streets and alleys are laid out as shown upon said Plat, and reserved for the use and benefit of said divisions and parcels of land.

Terms of Sale: One-third in hand; one-third in one year, and one-third in two years from the day of sale, with interest on deferred payments, and that they be secured by a mortgage upon the premises sold.

Feb 14th, 1894.

Wm G Snodgrass, Sheriff

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

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with February 14th, 1894.

N. O. Shearer.

Sworn to and subscribed before me, this 17th day of March 1894. (Seal) R. M. Leroy, Clerk.

Afterward, on the 20th day of March A. D. 1894, an Entry was made on the Journal by the Clerk of said Court
Margaret Nicely

Entry

65-85-

Viola B. Jagers et al

Journal 16, Page 538.

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

And the said Sheriff is ordered by deed duly executed to convey said premises to the following purchasers free from dower estate to - - -
Charles Southard Division N^o 1 as described in Commissioners Return
J. Charles Kennedy, Division N^o 2 as described in Commissioners Return
William J. Hoopes, Division N^o 3 as described in Commissioners Return
James N. Fulton, Division N^o 4 as described in Commissioners Return
E. B. Demorest, Division N^o 5 as described in Commissioners Return
Martha ²/₄ Miranda Eaton, N^o 6 as described in Commissioners Return
Algernond Morgridge, Division N^o 7 as described in Commissioners Return
Robert N. Henderson, Division N^o 8 as described in Commissioners Return
Charlotte Scott, Division N^o 9, as described in Commissioners Return
Edward N. Porter Divisions N^o 10, 11, 12, described in Commissioners Return
Malon Mangans Divisions N^o 13-14, described in Commissioners Return
Margaret Nicely, Division N^o 15 as described in Commissioners Return
M. H. Dea, Divisions N^o 16-17, as described in Commissioners Return
J. Charles Kennedy, Division N^o 18 as described in Commissioners Return
To Viola B. Jagers the amount of land sold to her.

Petition

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It is further ordered that the Sheriff out of the proceeds of sale pay first, To the Treasurer of Union County \$- - being the taxes and penalty on said premises.
 Second: To the Clerk of this Court the costs of this action including a counsel fee of \$130.00 to F. J. Arthur for his services herein. And also including a counsel fee of \$130.00 to J. L. Cameron for his services herein taxed at \$- - .
 And as to the distribution of the balance of the proceeds of sale this cause is continued.

Attest
 R. M. Gray
 Clerk

For continuation of this record see page 376.

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 29th day of November, A. D. 1893, James W. Robinson filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George W. Court et al.
 James W. Robinson, Plaintiff

Petition

vs.
 George W. Court, Charles W. Southard
 Climeria Yonkin, Rachel Joslin,
 William Joslin, Electa Wilcox
 & Charles Wilcox, Defendants

Court of
 Common Pleas
 Union County, Ohio.
 Petition for Partition.

6.6.26

The plaintiff James W. Robinson of Union County Ohio says he is the owner in fee simple and entitled to the possession of the undivided one-fifth part of the land hereinafter described. That Newton Case died seized in fee simple of said land and his widow Azuba Case was left a life estate therein and she is now deceased. That Velasco Case, Clinton N. Case, Lucretia Kent, Climeria E. Yonkin, Rachel Joslin and Electa Wilcox were the heirs at law of said Newton Case now deceased. That said Clinton N. Case conveyed his fifth of said land to said George W. Court and Charles W. Southard and said plaintiff is the owner of

the fifth of said lands by virtue of a Sheriff's deed conveying the share of one-fifth of Abneria Kent and said Jonkin has conveyed 13 acres of her undivided share of one-fifth to said Court and Southard and the said Jonkin still the balance of her one-fifth and said Electa Wilcox is still the owner of her one-fifth of said land. That said Velasco J. Case conveyed to his said co-tenants in equal parts his sixth of said land whereby they became the owners of one-fifth each before any part thereof was conveyed to plaintiff and said Court & Southard.

The said Court and Southard reside in Union County, Ohio, and said Jonkin resides in the same County, the said Joslin is married to William Joslin and they reside in Bellefontaine, Logan County, Ohio, the said Electa Wilcox is married to Charles Wilcox who resides in Powell in Delaware County, Ohio.

Said land is described as follows, to wit: Situate in Taylor Township of Union County, Ohio, 165 acres in Survey N^o 3691 and 50 acres in N^o 5385.

Beginning at center of the intersection of Broadway and Charisburg pike and the Ford pike in the line of Survey N^o 5385 and running thence with the center of the Ford pike and along the line of Survey 5385 and of N^o 3691 to Bokes Creek: thence down the center of Bokes Creek with its meanders to the northeast corner of said Newton Case farm: thence with the lines of said Newton Case farm south & west to the center of the Broadway and Charisburg pike at the corner of Turney land on said pike: thence with the center of said Broadway and Charisburg pike about S¹/₂ west to the place of beginning and being the whole of the Newton Case farm on which he last resided and the same being bought by him 165 acres from John N. Miller by deed recorded in Vol. N^o 20 Page 421 of Union County deeds and 50 acres by said Case of David Mulford by deed recorded in Vol 43 Page 72 of said records to which reference is here made for full description.

The plaintiff prays partition of said lands as follows: to wit, one-fifth to himself, one-fifth to said Joslin, one-fifth to said Electa Kent and one-fifth to said Court and Southard and 13 acres of said Jonkin share and to said Jonkin one-fifth less 13 acres conveyed by her to said Court and Southard. And if some cannot be divided that same be sold according to law.

The estate of said Newton Case has been settled by the Administrator thereof.

Robinson & Woodburn Attorneys for Plaintiff

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The State of Ohio,
Union County, ss:

J. N. Robinson being duly sworn deposes and says the averments of the above petition are true as he believes.

Sworn to before me and signed in my presence
this 29th of November 1893.

(Seal)

R. M. Crory, Clerk of Court.

Craicife To the Clerk:

Issue for defendants to the Counties in which they reside and endorse "Petition for Partition," November 29th, 1893.

Robinson & Woodburn

Attorneys for Plaintiff

Afterward, on the 29th day of November A. D. 1893 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 George H. Court, Charles W. Southard, Clementia E. Gonkin that they have been sued by James N. Robinson in the Court of Common Pleas of Union County, and must answer by the 30th day of December 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 December A. D. 1893.

(Seal)

Witness my hand and the Seal of said Court,

this 29th day of November A. D. 1893.

R. M. Crory, Clerk.

Endorsed: In action for "Partition of land."

Summons

And on the 2nd 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:

Ser. & Return	75
Mileage	32
Copy	45
Total	\$ 152

The State of Ohio,
Union County

Sheriff's Return.

Received this writ December 1st, A. D. 1893

at 10 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 December 1893.

Wm. L. Snodgrass, Sheriff.

Afterward, on the 29th day of November A. D. 1893, a Summons was issued by the Clerk of said Court.

The State of Ohio,
Union County

To the Sheriff of Logan County:

You are hereby commanded to notify William Joslin and Rachel Joslin (impleaded with others) that they have been sued by James N. Robinson in the Court of Common Pleas of Union County, and must answer

Sheriff's Return

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by the 30th day of December 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 December A. D. 1893.

Witness my hand and the Seal of said Court, (Seal) This 29th day of November A. D. 1893. A. M^r. Croy, Clerk.

Endorsed: In action for "Partition of land."

Sheriff's Return 6.6.26

And on the 6th 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:

Ser. Return	75
Adl. Ofcs.	35
Mileage	32
Copy	32
Total	174

The State of Ohio, Logan County Sheriff's Return. Received this writ December 1st, A. D. 1893, at 10 o'clock A. M. and served same by delivering a true and certified copy thereof with all the endorsements thereon to William John and Rachel Joslin each personally Dec. 5th, 1893.

John C. Sullivan, Sheriff Logan Co. Ohio, B. J. H. Black, Deputy.

Summons 6.6.26

Afterward, on the 29th day of November A. D. 1893, a Summons was issued by said Clerk of Court, to wit: The State of Ohio.

Union County To the Sheriff of Delaware County: You are hereby commanded to notify Charles Wilcox and Electa Wilcox (impleaded with others) that they have been sued by James N. Robinson in the Court of Common Pleas of Union County, and must answer by the 30th day of December 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 December A. D. 1893.

Witness my hand and the Seal of said Court, (Seal) This 29th day of November A. D. 1893. A. M^r. Croy, Clerk.

Endorsed: In action for "Partition of land."

Sheriff's Return 6.6.26

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:

Ser. Return	53
Adl. Ofcs.	15
Mileage	224
Copy	50
Docket	10
Postage	04
Total	356

The State of Ohio, Delaware County Sheriff's Return. Received this Writ December 1st, A. D. 1893, at 9 o'clock A. M. and on the 9th day of December A. D. 1893, I served this writ on the within named defendants Charles Wilcox by leaving for him, at his usual place of

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residence a true and duly certified copy of this writ with all the endorsements thereon. Electa Wilcox by delivering to her personally a true and duly certified copy of this writ with all the endorsements thereon

Thomas R. Griffith, Sheriff of Delaware Co.
By John D. Griffith, Deputy.

Afterward, on the 14th day of January, A. D. 1894, an Entry was made on the Journal by the Clerk of said Court James N. Robinson

Entry
6.6.26

George N. Court et al

Journal 16, Page 492.

This day came the plaintiff by his Attorneys Robinson & Woodburn and the Court being fully advised in the premises find that all the defendants have been duly served with process and that the plaintiff is tenant in common with said defendants in the land in said petition described and that he owns in fee simple of the one undivided fifth part of said premises.

And that the said Electa Wilcox and her husband Charles Wilcox the one-fifth part thereof, and that the defendants Rachel Joslin and her husband William Joslin own the one-fifth part thereof and that George B. Court owns the one-fifth part thereof and thirteen acres of the fifth part of Mrs. Climenia Yonkin, and that said Mrs. Climenia Yonkin owns the remaining fifth part of said premises except said 13 acres which she conveyed to said George N. Court and that said George N. Court now owns all the interest therein which said Charles W. Southard owned therein.

Therefore it is ordered and considered by the Court that plaintiff have partition of said lands and that an order of partition be issued by the Clerk of this Court to the Sheriff of this County commanding him by the oaths of Thomas M. Brannan, George M^r. Deck, Marion Hopkins three freeholders disinterested of the vicinity he make said partition and set off and assign to said plaintiff one-fifth of said farm: to said Wilcox and her husband the one-fifth part: to said Rachel Joslin and her husband William Joslin one-fifth part: to said George N. Court one-fifth part thereof and 13 acres more of an average value of said farm and to said Climenia Yonkin the one-fifth except the 13 acres thereof she conveyed to said Court and if the same cannot be so divided without manifest injury that they so report and appraise said land according to law and that they report at the present term of the Court.

Afterward, on the 15th day of January A. D. 1894, a Writ of Partition was issued by the Clerk of said Court,

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Writ of Partition Union County

To the Sheriff of said County.

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Pursuant to an order of our said Court of Common Pleas within and for the said County, at the January Term A.D. 1894, in a civil action therein pending (for partition) wherein James N. Robinson is the plaintiff and George N. Court et al are the defendants, you are hereby commanded, that by the ratification of Marion Hopkins, Thomas Brannan, George M. Peck 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, Taylor Township and in the State of Ohio: 16.5 acres in Survey N^o: 3691 and 50 acres in N^o: 5385.

Beginning at center of the intersection of Broadway and Charisburg pike and the Ford pike in the line of Survey N^o: 5385 and running thence with the center of the Ford pike and along the line of Survey 5385 and of N^o: 3691 to Boker Creek; thence down the center of Boker Creek with its meanders to the north-east corner of said Newton Case farm; thence with the lines of said Newton Case farm south & west to the center of the Broadway and Charisburg pike at the corner of Turney land on said pike; thence with the center of said Broadway and Charisburg pike about S. $\frac{1}{2}$ west to the place of beginning and being the whole of the Newton Case farm, on which he last resided and the same being bought by him 16.5 acres from John N. Miller by deed recorded in Volume N^o: 20 Page 421 of Union County Deeds and 50 acres by said Case of David Mulford by deed recorded in Volume 34 Page 72 of said records to which reference is here made for full description, among the persons named herein, and in the following proportions, to wit:

To James N. Robinson $\frac{1}{3}$ part; to Electa Wilcox $\frac{1}{4}$ her husband Charles Wilcox $\frac{1}{4}$ part; to Rachel Joslin $\frac{1}{4}$ her husband $\frac{1}{4}$ part; to George N. Court $\frac{1}{3}$ part thereof $\frac{1}{4}$ 13 acres of the $\frac{1}{3}$ part of Climenia Jonkin; to Mrs. Climenia Jonkin the remaining $\frac{1}{3}$ of said premises except said 13 acres which she conveyed to said George N. Court.

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

Sheriff's Return

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This 15th day of January A. D. 1894.

(Seal)

R. M^{rs} Cronz, Clerk.

Sheriffs Return

And on the 16th 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:

Service	25
Mileage	1 60
Exp. Writ	1 00
Oath Com.	25
Report of Conway	3 00
Return	25
Total	6 60
Comm. fees	3 00

As commanded by the foregoing writ of Partition, I have executed the same by the oaths of Marion Hopkins, George M. M^{rs} Beck and Thomas M. Brannan, as will appear by the Report of the Commissioners herewith returned.

Given under my hand this 16th day of January A. D. 1894.

W^m G. Snodgrass, Sheriff.

Comm. Report

James N. Robinson

Commissioner's Report.

vs. George N. Court et al

Union County, ss: Court of Common Pleas.

According to the command of the writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned, Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to the value thereof and we do estimate the value of the same at twenty-five (\$25⁰⁰) dollars per acre.

Given under our hands this 16th day of January A. D. 1894.

Commissioners { M. Hopkins
Geo. M. M^{rs} Beck
Thos. Brannan

Afterward, on the 16th day of January, A. D. 1894, an Entry was made on the Journal by the Clerk of said Court.

Entry

James N. Robinson

Journal 16, Page 495.

vs. George N. Court et al

66.26

This day came all the parties and the Sheriff having reported according to law that said land could not be divided as ordered by the Court without manifest injury and had been appraised at \$25⁰⁰ per acre according to law. Therefore it is now ordered by the Court that said report and appraisement be and the same is confirmed and neither of said parties electing to take said land at the appraisement it is ordered by the Court that said land be sold according to law and the Court order that an order of sale issue by the Clerk of the Court to the Sheriff of this County commanding him to sell said lands at public vendue according to law in such parcels as he may deem best and report his proceedings thereon to this Court

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Order of Sale in Partition The State of Ohio

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Afterward, on the 16th day of January A.D. 1894, an Order of Sale in Partition was issued by the Clerk of Court 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. 1894 in a certain Petition for Partition, now pending in said Court, wherein James N. Robinson is plaintiff and George N. Court, Charles N. Southard, Clementia Jonkin, Rachel Joslin, William Joslin, Electa Wilcox, Charles Wilcox are defendants, we command you that without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit: Situate in Union County, Taylor Township and in the State of Ohio, 16.5 acres in Survey N^o 3691 $\frac{1}{4}$ 50 acres in N^o 5385. Beginning at center of the intersection of Broadway and Pharisburg pike and the Ford pike in the line of Survey N^o 5385 and running thence with the center of the Ford pike and along the line of Survey 5385, and of N^o 3691 to Boker Creek; thence down the center of Boker Creek with its meanders to the north-east corner of said Newton Case farm; thence with the lines of said Newton Case farm south & west to the center of the Broadway and Pharisburg pike at the corner of Turney land on said pike; thence with the center of said Broadway and Pharisburg pike about S. $\frac{1}{2}$ west to the place of beginning and being the whole of the Newton Case farm on which he last resided and the same being bought by him 16.5 acres from John W. Miller by deed recorded in Volume N^o 20 Page 42 of Union County deeds and 50 acres by said Case of David Mulford by deed recorded in Vol. 43 Page 72 of said records to which reference is here made for full description.

Appraised at \$25. per acre: and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the Seal of said Court, at Marysville this 16th day of January A.D. 1894. R. M. Leary, Clerk

And on the 17th day of February, A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	\$	25
Copy to Ptr.		25
Poundage	20	30
Return		25
Total	\$	21 05
Printers Fee	20	1894

The State of Ohio Union County, ss: Sheriff's Return. I received this Order of Sale on the 16th day of January 1894, and in obedience to the command of the same, I did, on the 16th day of January 1894 cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general

Sheriff's Return

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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 17th day of February 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: five consecutive weeks; and in pursuance to said notice, I did, on said 17th day of February A. D. 1894, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and then and there came George W. Court who bid for the same the sum of three thousand five hundred and ninety $\frac{2}{3}$ $\frac{2}{3}$ dollars, and said sum being more than two-thirds of the appraised value thereof, and said George W. Court being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of \$3590.²⁰

Proof of Publication

James W. Robinson
vs.
George W. Court et al

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

By virtue of the above 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 said County of Union, Ohio, on Saturday February 17th, 1894, at or about the hour of one o'clock P. M. the following described real estate, to wit: Situated in the Township of Taylor, County of Union and State of Ohio, and bounded and described as follows:

Being 16.5 acres in Survey N^o: 3691 $\frac{3}{4}$ 50 acres in N^o: 5385. Beginning at center of the intersection of Broadway and Charisburg fike and Ford fike in the line of Survey 5385 and running thence with the center of the Ford fike and along the line of Survey 5385 and of N^o: 3691 to Bokus Creek: thence down the center of Bokus Creek with its meanders to the northeast corner of said Newton Case farm south & west to the center of the Broadway and Charisburg fike at the corner of Turney land on said fike: thence with the center of said Broadway and Charisburg fike about south one half west to the place of beginning and being the whole of the Newton Case farm on which he last resided, and the same being bought by him 16.5 acres from John W. Miller by deed recorded in Vol. N^o: 20 Page 421 of Union County deeds, and 50 acres by said case of David Mulford by deed recorded in Vol. 43, Page 72 of said records to which reference is here made for full description. Appraised at \$25.⁰⁰ per acre. Terms of Sale: - One-third cash, one third in one year and one third in two years from date of sale; deferred payments to be secured by mortgage on premises

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sold, and to bear six per cent. interest.

Wm. G. Snodgrass, Sheriff
Union County, Ohio.
Filed February 17th, 1894.

Afterward, on the 20th day of March A. D. 1894, an
Entry has made on the Journal by the Clerk of said Court
James N. Robinson

Entry

6626

vs.
George N. Courts et al

Journal 16, Page 543.

And now comes the said plaintiff by his Attor-
neys Robinson & Woodburn and on his motion and on pro-
ducing the report of the Sheriff of his sale made under
the former order of this Court and the Court being satisfied
on examination that said sale has been made according
to law it is ordered that the said proceedings and sale
be and the same is hereby approved and confirmed.

And the said Sheriff is ordered by deed duly exe-
cuted to convey said premises to the said purchaser in
fee simple. And it is further ordered that the
said Sheriff out of the moneys in his hands pay first
the cost of this proceeding including a counsel fee of \$100.
to Robinson & Woodburn, and that of the residue he pay
to the said James N. Robinson one equal one-fifth part;
to Eliza Wilcox and her husband, Charles Wilcox one-fifth
part; to Rachel Joslin and her husband William Joslin
one-fifth part; to George N. Courts one-fifth part and
13 acres of the one-fifth part of Mrs. Climinia Jonkin;
to Mrs. Climinia Jonkin the remaining fifth part except
said 13 acres conveyed to George N. Courts.

The purchaser by agreement is to run all risks as
to liens on the lands.

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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 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 5th day of December A. D. 1893, J. M. Kennedy, Guardian filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Cassius M. C. Williams J. M. Kennedy, Guardian of Lucy Ann Williams a minor, Plaintiff

Petition

6627

Cassius M. C. Williams and Mary Williams his wife, William C. Williams, Ada May Blue^{3/4} David Blue her husband, Jennie L. Williams, Fannie F. Houston^{3/4} Alexander Houston her husband, James Williams^{3/4} Anderson L. Williams. Defendants.

Union County
Court of
Common Pleas.

J. M. Kennedy the plaintiff says he is the duly appointed and qualified Guardian of Lucy Ann Williams a minor heir of America V. Williams deceased who died on the 15th day of June A. D. 1882 intestate seized of an estate in fee simple in the following described real estate.

Said Lucy A. Williams is also one of heirs and legal representative of James Stewart late of Union County who died testate on the 9th day of April A. D. 1883 seized of an estate in fee simple of the additional estate hereinafter described.

First described tract as follows, to-wit: Situate in County of Union State of Ohio and Virginia Military District N^o 2875 and bounded and described as follows, to-wit:

Beginning at a stone in the place of two ashes^{3/4} two sugars corner to the lands of Amos A. Williams, deceased and Catharine Lentz; thence with the line of the lands of said Amos A. Williams deceased S. 54^o - W. 113^{4/10} poles to a stone in place of a sugar tree corner to said Williams land; thence S. 37^o - E. 35^o poles with another line of the lands of said Amos A. Williams deceased to a stone corner to the lands of Mary M. Pyers; thence with her line N. 53^{3/4} - E. 113 poles to a stake corner to the land of Samuel C. Board; thence with his westerly line N. 37^o - W. 34^{4/10} poles to the beginning containing 24^{1/10} acres more or less.

Also the further tract of the James Stewart lands, to-wit, known as lot N^o 2 of the James Stewart lands as subdivided by his last Will and Testament which was probated on the 19th day of April A. D. 1883.

That said premises descended to the following

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persons the children of Americo V. Williams deceased and the grand children of James Stewart deceased and is now owned by them in the following proportions as co-parceners or tenants in common, to wit: to Lucy S. Williams, Ward of the petitioner one undivided one-seventh part; to Cassius M. C. Williams one undivided one-seventh part; to William C. Williams one undivided seventh part; to Anderson L. Williams one undivided seventh part; to Jennie L. Williams one undivided seventh part; to Fannie F. Houston one undivided one-seventh part, all of the above in fee.

James Williams is the father of said children and was the husband of the said Americo V. Williams. Said James Williams has forfeited his courtesy in the above lands by allowing the said lands to be sold and offered to sell the same for tax. There is now due and unpaid tax to the value of about \$380. and the same is now being offered for sale as forfeited to the State of Ohio.

All of said parties live in Union County, Ohio, except Fannie F. Houston who lives in Wood Lawn Multnomah County, Oregon and James Williams of the same place.

Your petitioner therefore prays that said Cassius M. C. Williams, William C. Williams, Ada May Blue -- Blue her husband, Anderson L. Williams, Jennie Lind Houston and Alexander Houston her husband, and James Williams may be made parties defendant herein and your petitioner desiring to share hold the share of his Ward in severally prays that partition of said premises may be made and that if the same cannot be partitioned without manifest injury be made then that the same may be sold or other order taken pursuant to the --- in such cases made and provided.

J. M. Kennedy,
Attorney for Plaintiff.

State of Ohio,
Union County, ss.:

J. M. Kennedy being first duly sworn says the facts and allegations of the foregoing petition are as he believes true.

J. M. Kennedy, Guardian of
Lucy Ann Williams

Sworn to and subscribed by the said J. M. Kennedy before me this 8th day of December, A. D. 1893.

(Seal)

R. M. Leroy, Clerk.

To the Clerk:

Issue Summons in Partition directed to the Sheriff of Union County Cassius M. C. Williams, Mary Williams, William C. Williams, Ada May Blue and David Blue, Anderson L. Williams, Jennie Lind Williams returnable according -

Filed December 8th, 1893.

J. M. Kennedy,
Attorney for Plaintiff.

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Afterward, on the 8th day of December 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 Cassius M. C.
Williams, Mary Williams, William C. Williams, Ada May
Blue, David Blue, Anderson L. Williams, Jennie L. Williams
(impleaded with others) that they have been sued by J. M.
Kennedy Guardian of Lucy Ann Williams in the
Court of Common Pleas of Union County, and must
answer by the 6th day of January A. D. 1894, or the peti-
tion 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 December A. D. 1893.

Witness my hand and the Seal of said Court,
(Seal) This 8th day of December A. D. 1893.
R. M. Crony, Clerk.

Endorsed: In action for "Partition"

And on the 16th 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:

Sh. Return	\$ 1.40
Mileage	2.00
Copies	1.05
Total	\$ 4.45

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

Received this Writ December 9th, A. D. 1893
at 4 o'clock P. M. and served same on the 16th
day of December 1893 by handing a true copy of this writ
with the endorsements thereon to each of the defendants
named in this writ personally.

Wm. S. Snodgrass, Sheriff.

Affidavit
for
Publication

Afterward, on the 8th day of December A. D. 1893, an
Affidavit for Publication was filed with the Clerk of Court.

J. M. Kennedy, Guardian of
Lucy Ann Williams, a minor
vs. Plaintiff
Cassius M. C. Williams, William C.
Williams, Ada May Blue,
Blue her husband, Jennie L.
Williams, Fannie F. Houston
Alexander Houston her husband
Anderson L. Williams James
Williams, Defendants

Union County, Ohio
Court of Common Pleas

J. M. Kennedy being first duly sworn says
that Fannie Fern Houston and Alexander Houston
and James Williams of the defendant are non residents
of the County of Union and the State of Ohio and
that service of Summons cannot be had upon them
in this State and that this is one of the cases men-
tioned in this State for publication of notice.
J. M. Kennedy.

Sworn to and subscribed before me this 8th day of December 1893. (Seal) R. M. Leroy, Clerk.

Legal Notice.

Proof of Publication

James Williams of Wood County, Oregon, and Fannie Fern Houston and Alexander Houston, also of Wood County, Oregon, will take notice that on the 8th day of December 1893 J. M. Kennedy as the Guardian of Lucy Ann Williams, a minor, filed his petition for partition against them and the other heirs of America V. Williams, deceased, to wit: Cassius M. C. Williams, William C. Williams, Ada May Blue, Anderson L. Williams, Jennie L. Williams as defendants in the Court of Common Pleas, of Union County, Ohio where the same is now pending, demanding partition of the following premises: Situate in said County part of Survey 2075 beginning at a stone in place of two ashes and two sugars corner to the lands of Amos A. Williams, deceased and Catharine Dentz: thence with the line of the lands of said Amos A. Williams, deceased, south 54 west 118⁰⁰ poles to a stone in place of a sugar tree corner to said Williams' land: thence south 37 east 35 poles with another line of the lands of said Amos A. Williams, deceased to a stone corner to the lands of Mary M. Cyers: thence with the line north 53³⁴ east 113⁰⁰ poles to a stake corner to the land of Samuel C. Board: thence with his westerly line north 37 west 34⁰⁰ poles to the beginning containing 27⁰⁰ acres, more or less.

Also another lot known as lot No. 2 of the James Stewart, deceased, lands as subdivided by his Will which was probated in the Probate Court of Union County, Ohio, on the 19th day of April 1883, containing 25 acres.

The plaintiff demands partition of said premises as follows: setting up the fact that James Williams, who is the father of said petitioner and all of said defendants other than himself and who was the husband of said America V. Williams, deceased, and was entitled to courtesy in said premises has forfeited the same by failure to pay the tax thereon.

You are required to answer this petition on the 20th day of January A. D. 1894, or the same will be taken as confessed and judgment rendered and partition made accordingly.

J. M. Kennedy, Guardian of Lucy A. Williams.

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 December 13th, 1894.

Sworn to and subscribed before me, this 22nd day of January 1894. (Seal) R. M. Leroy, Clerk.

Entry 6627

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Afterward, on the 23rd day of January A.D. 1894, an Entry was made on the Journal by the Clerk of said Court J. M. Kennedy, Guardian

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Cassius M. C. Williams et al

Journal 16. Page 502

This cause came on to be heard upon the petition and the pleadings and record in the cause and was argued by counsel: on consideration whereof and it appearing to the satisfaction of the Court that all and every of said defendants have been duly notified of the bringing, pendency and demand of said action against them as required by law, and that said plaintiffs Ward hath a legal right and estate in the premises described in the petition and as therein set forth and no sufficient reason appearing why partition should not be made as prayed for in said petition it is ordered by the Court on motion of J. M. Kennedy Attorney for plaintiff that by the oaths of J. Charles Kennedy, Simon Childs and William Epps, judicious disinterested freeholders of the vicinity upon actual view of the premises one full equal one-seventh part of said lands in said petition described be set off to the said Lucy Ann Williams; to Cassius M. C. Williams one equal one-seventh part of said lands: to William C. Williams one equal seventh part thereof; Ada May Blue one equal one-seventh part thereof; to Jennie L. Williams one equal one-seventh part thereof; to Fannie F. Houston and to Anderson L. Williams one equal one-seventh part thereof. The same free from any dower or life estate of James Williams whom the Court finds has forfeited the same by non-payment of tax thereon, if the same can be done without manifest injury to the same. If not then the same be appraised free of the dower or life estate of James Williams.

And it is further ordered that a writ and Order of Partition issue to the Sheriff of Union County commanding him to cause said partition to be made accordingly, and it is further ordered by the Court that said J. Charles Kennedy make a complete survey of that portion of said lands known as part of the James Stewart lands devised to said America V. Williams as stated in said petition.

Afterward, on the 23rd day of January A.D. 1894, a Writ of Partition was issued by the Clerk of said Court:

The State of Ohio,
Union County

To the Sheriff of said County:

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the January Term A.D. 1894, in a civil action therein pending (for

partition) wherein J. M. Kennedy, Guardian, the plaintiff, and Cassius M. C. Williams et al. the defendants, you are hereby commanded, that by the oaths of J. Charles Kennedy, Simeon Childs and William Epps, three judicious and disinterested freeholders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union and in the State of Ohio and Virginia Military District No. 2875-^{3/4} bounded and described as follows: Beginning at a stone in the place of two ashes and two sugars corner to the lands of Amos A. Williams, deceased, and Catharine Lantz; thence with the line of the lands of said Amos A. Williams deceased S. 54° - N. 113^{1/2} poles to a stone in place of a sugar tree corner to said Williams land; thence S. 37° - E. 35 poles with another line of the lands of said Amos A. Williams deceased to a stone corner to the lands of Mary M. Pyles; thence with her line N. 53^{3/4} - E. 113^{1/2} poles to a stake corner to the land of Samuel C. Board; thence with his westerly line N. 37° - N. 34^{1/2} poles to the beginning containing 24^{1/2} acres more or less.

Also the further tract of the James Stewart land to wit: known as lot No. 2 of the James Stewart lands as subdivided by his last Will & Testament which was probated on the 19th day of April A. D. 1853, among the persons named herein, and in the following proportions, to wit: to Lucy Ann Williams one equal one-seventh ($\frac{1}{7}$) part; to Cassius M. C. Williams one equal one-seventh ($\frac{1}{7}$) part; to William C. Williams one equal one-seventh ($\frac{1}{7}$) part; to Ada May Blue one equal one-seventh ($\frac{1}{7}$) part; to Jennie L. Williams one equal one-seventh ($\frac{1}{7}$) part; to Fannie F. Houston one equal one-seventh ($\frac{1}{7}$) part; to Anderson L. Williams one equal one-seventh ($\frac{1}{7}$) part; the same free from any dower or life estate of James Williams.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand of this writ without manifest injury to the value thereof that you cause them to make a just valuation of the same in money; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

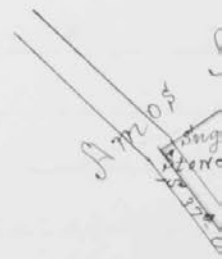
Witness my name and the seal of said Court of Common Pleas, at the Court House in Marysville
(Seal) This 23rd day of January A. D. 1894.
R. M. Leroy, Clerk.

And on the 30th 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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Surveyor "		13 00

As commanded by the foregoing Writ of Partition, I have executed the same by the oaths of J. C. Kennedy, S. Childs, W. Epps, causing said partition to be made, as will appear by the report of the Commissioners herewith returned, given under my hand this 30th day of January A. D. 1894.

Wm. L. Snodgrass, Sheriff.

Commissioner's Report.

J. M. Kennedy, Esq. vs. Cassius M. C. Williams et al.
 Union County, ss:
 Court of Common Pleas.

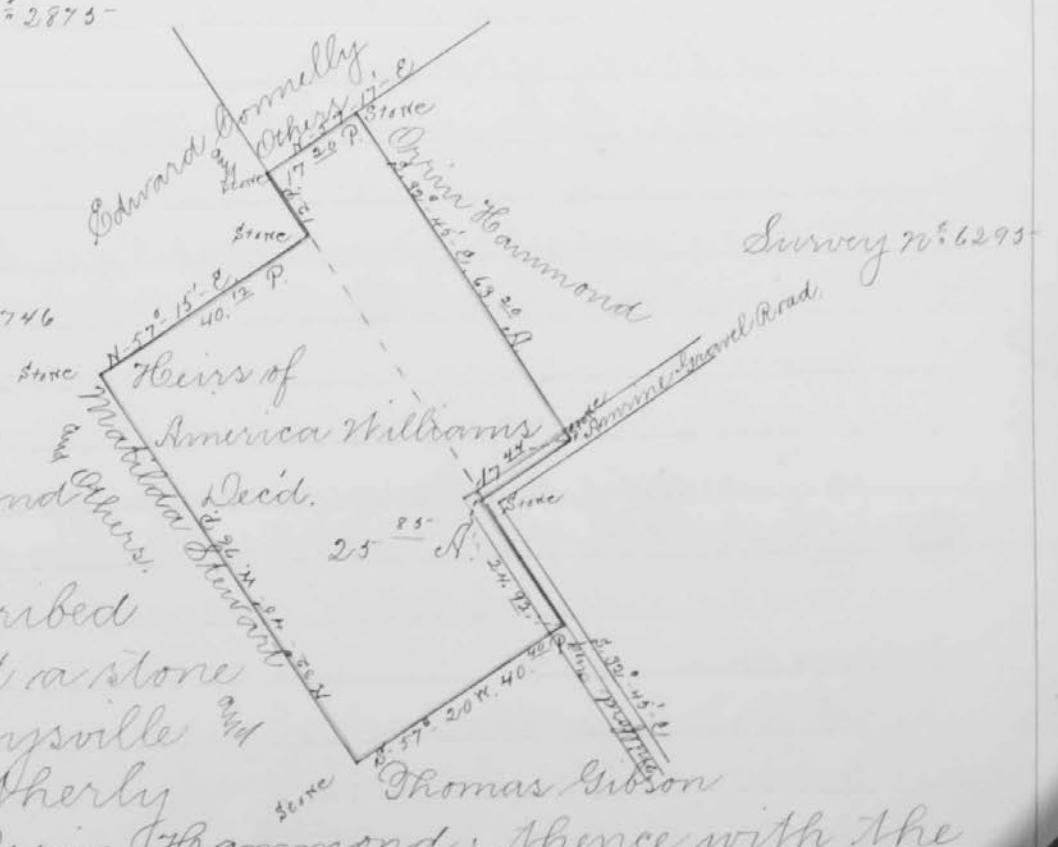
According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned, Commissioners, after being first duly sworn and upon actual view of the premises, we are of opinion that the said real estate cannot be divided according to the demand of the writ without manifest injury to value thereof, and we do estimate the value of the 24^{1/10} acre tract at \$30⁰⁰ per acre making amount \$740.⁴⁰ and the 25⁰⁰ acre tract at \$24⁰⁰ per acre amount \$620.⁰⁰ Total \$1360.⁴⁰

We also make the preceding plats a part of this Report. Given under our hands this 27th day of January A. D. 1894.

Commissioners { J. Charles Kennedy
 Simon Child
 William Epps.



Division No. 1.
 Description of this Tract is the same as in this Writ described.



Division No. 2.
 Situate in Allen Township, Union County and part of Surveys No. 5746 and No. 6295, bounded and described as follows: Beginning at a stone in the center of the Marysville Ammon gravel road southerly corner to the lands of Orrin Hammond; thence with the

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center of said road S. 57° 15' - N. 17° 40" poles to a stone, and S. 32° 45' - E. 24° 22" poles to a stake northerly corner to Thomas Gibson's land: thence with the northerly line of said land S. 57° 30' - N. 40° poles to a stone easterly corner to the lands of M. Stewart & others land: thence with a line of said land N. 32° 45' - N. 76° poles to a stone in the south line of Edward Connollys & others land: thence with the lines of said land as follows N. 57° 15' - E. 40." poles to a stone N. 32° 45' - N. 12 poles to a stone and N. 57° 20' - E. 17." poles to a stone a corner to the lands of said Orin Hammonds land: thence with a line of said land S. 32° 45' - E. 13." poles to the place of beginning containing 25.7¹/₂ acres more or less.

Afterward, on the 30th day of January A. D. 1894, an Entry was made on the Journal by the Clerk of said Court J. M. Kennedy, Guard.

Entry
6627

Cassius M. C. Williams et al.

Journal 16, Page 515.

On motion to the Court by J. M. Kennedy, Attorney for the plaintiff, and upon producing the proceedings of the Sheriff, and also the Report and proceedings of the Commissioner hereinbefore appointed and the same being examined by the Court it is ordered by the Court that said proceedings and Report be and the same is hereby approved and confirmed.

And thereupon neither of the parties electing to take said estate at the valuation thereof as returned by said Commissioners on motion of the petitioner it is ordered by the Court that said estate be sold at public auction by the Sheriff of said County of Union according to the Statute in such cases made and provided free from any dower or courtesy therein upon the following terms, to wit: and for good cause shown to the Court for cash.

Order of Sale in Partition

Afterward, on the 30th day of January A. D. 1894, an Order of Sale in Partition was issued by said Clerk, to wit:

6627.

The State of Ohio
Union County, ss: Do 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. 1894, in a certain Petition for Partition now pending in said Court, wherein J. M. Kennedy Guardian is plaintiff and Cassius M. C. Williams et al. defendants, we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit:
Second Tract: Situate in the County of Union in Allen Township & part of Surveys N^o 5746 & N^o 6295 and bounded and described as follows: Beginning at a stone in the center of the Marysville and Amine gravel road southerly

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corner to the lands of Orin Hammond: thence with the center of said road S. 57°-15' N. 17⁰⁰ poles to a stone and S. 32°-45' E. 24⁰⁰ poles to a stake northerly corner to Thomas Gibson's land: thence with the northerly line of said land S. 57°-20' N. 40⁰⁰ poles to a stone easterly corner to the lands of M. Stewart and others land: thence with a line of said land N. 32°-45' N. 76⁰⁰ poles to a stone in the south line of Edward Connellys and others land: thence with the lines of said land as follows, N. 57°-15' E. 40⁰⁰ poles to a stone N. 32°-45' N. 12 poles to a stone and N. 57°-20' E. 17⁰⁰ poles to a stone a corner to the lands of Orin Hammonds land: thence with a line of said land S. 32°-45' E. 63⁰⁰ poles to the place of beginning containing 25⁰⁰ acres more or less.

First Tract: Situate in the County of Union in the State of Ohio and Virginia Military District N^o: 2175-^{3/4} bounded and described as follows: Beginning at a stone in the place of two ashes and two sugars corner to the lands of Amos A. Williams deceased and Catharine Conly: thence with the line of the lands of said Amos A. Williams, deceased S. 54° N. 113⁰⁰ poles to a stone in place of a sugar tree corner to said Williams land: thence S. 37° E. 35 poles with another line of the lands of said Amos A. Williams, deceased, to a stone corner to the lands of Mary M. Payers: thence with her line N. 53^{3/4} E. 113⁰⁰ poles to a stake corner to the land of Samuel C. Board: thence with his westerly line N. 37 N. 34⁰⁰ poles to the beginning containing 24⁰⁰ acres more or less.

1st Tract appraised at \$30⁰⁰ per acre - - - \$740.⁰⁰
 2nd Tract appraised at \$24⁰⁰ per acre - - - \$620.⁰⁰
 Total \$1360.⁰⁰

Terms of Sale: Cash. Appraised \$1360.⁰⁰ free from the dower or life estate of James Williams; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ. Witness my hand and the Seal of the said Court, at Marysville this 30th day of January A. D. 1894. (Seal) R. M. Leroy, 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:

The State of Ohio, Sheriff's Return
 Union County, ss.
 Service 25
 Mileage 2.40
 Copy to Ct 25
 Poundage 7.60
 Return 25
 Total 11.75
 Printers fee 23.40

I received this Order of Sale on the 30th day of January 1894, and in obedience to the command of the same, I did, on the 31st day of January 1894, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold a public

sale, at the door the Court House of said County, on the third 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: five consecutive weeks; and in pursuance to said notice, I did, on said 3^d day of March A. D. 1894, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and there and there came Jeremiah Poling who bid for the first tract the sum of six hundred and seventeen $\frac{2}{10}$ dollars, and said sum being more than two-thirds of the appraised value thereof, and said Jeremiah Poling being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of \$617 $\frac{2}{10}$.

And then and there came Norton Reed who bid for the second tract the sum of four hundred and twenty and $\frac{5}{10}$ dollars the said sum being more than two-thirds of the appraised value thereof and said Norton Reed being the highest and best bidder I then and there publicly sold and struck off said lands and tenements to him for the sum of \$420 $\frac{5}{10}$, Total \$1037 $\frac{7}{10}$.

Wm. H. Snodgrass, Sheriff

Proof of Publication

J. M. Kennedy Guard

Sheriff's Sale. In Partition. Court of Common Pleas, Union County, Ohio.

Cassius M. C. Williams et al.

By virtue of the above stated writ to me directed from the Court of Common Pleas of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday March 3^d, 1894, at or about the hour of One o'clock P. M. on said day, the following described real estate, to wit: Situated in the County of Union State of Ohio, and in Virginia Military District N^o 2875 and bounded and described as follows: Beginning at a stone in the place of two ashes and two sugars corner to the land of Amos A. Williams deceased and Catharine Lentz; thence with a line of the land of said Amos A. Williams, deceased south 54° west 113 $\frac{4}{10}$ poles to a stone in place of a sugar tree corner to said Williams land; thence south 37° east 35 poles with another line of the lands of the said Amos A. Williams deceased, to a stone corner to the lands of Mary M. Pizers; thence with her line north 53 $\frac{3}{4}$ east 113 $\frac{12}{10}$ poles to a stake corner to the land of Samuel C. Board; thence with his westerly line north 37 west 34 $\frac{11}{10}$ poles to the beginning containing 24 $\frac{11}{10}$ acres more or less.

Second Tract: Also another tract situated in the Township of Allen, County of Union and State of Ohio, and bounded and described as follows: Part of Surveys N^o 5746 and N^o 6295 beginning at a stone in the center of the Marysville and Amrine gravel road, southerly corner to

The land road is 45' east Gibson land, ner to with a stone n land: 67°-15' east to a stone corner with a the pl less.

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The lands of Orrin Hammond: thence with the center of said road south 57°-15'-west 17 ^{7/10} poles to a stone and south 32°-45'-east 24 ^{7/10} poles to a stake northerly corner to Thomas Gibson's land: thence with the northerly line of said land south 57°-20'-west 40 ^{7/10} poles to a stone, easterly corner to the lands of Mr. Stewart and others land: thence with a line of said land north 32°-45'-west 76 poles to a stone in the south line of Edward Connellys and others land: thence with the lines of said land as follows: north 67°-15'-east 40 ^{7/10} poles to a stone north 32°-45'-west 12 poles to a stone and north 57°-20'-east 17 ^{7/10} poles to a stone a corner to the lands of said Orrin Hammond's land: thence with a line of said land south 32°-45'-east 63 ^{7/10} poles to the place of beginning, containing 25 ^{3/100} acres more or less. First tract appraised at \$30.⁰⁰ per acre.

Second tract appraised at \$24.⁰⁰ per acre.

Terms of Sale: - Cash.

W^m S. Snodgrass, Sheriff Union County, Ohio.

The State of Ohio,
Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with January 31st, 1894.

Printers fee \$23.⁴⁰

H. O. Shearer.

Sworn to and subscribed before me this 3rd day of March 1894. (Seal) R. M. Leroy, Clerk.

Filed March 3rd, 1894.

Afterward, on the 20th day of March A.D. 1894, an Entry was made on the Journal by the Clerk of said Court.

J. M. Kennedy, Guardian

Journal 16, Page 537.

Cassius M. C. Williams et al.

On motion to the Court by J. M. Kennedy, Attorney for the plaintiff and upon producing the proceedings of the Sheriff and the sale of the premises by him made in pursuance of former order of the Court, and the same being examined and found by the Court in all respects in due form of law, it is ordered by the Court that said proceedings and sale be and the same are hereby approved and confirmed.

And that said Sheriff execute and deliver to said purchasers Jeremiah Poling and Norton Reed upon full compliance by them with the terms of such sale a deed in fee for the said lands and tenements by him sold as aforesaid.

And it is further ordered by the Court that the costs and expenses of the action, including \$41.⁰⁰ as Attorney's fee to J. M. Kennedy Attorney for Plaintiff

Entry
6627

and the tax due on said lands and then out of the balance of said money in the hands of said Sheriff to the plaintiff one-seventh part thereof; to Cassius M. C. Williams one-seventh part thereof; to William L. Williams one-seventh part thereof; to Ada May Blue one equal seventh part thereof; Jennie L. Williams; one equal seventh part thereof; Fannie F. Houston one equal one-seventh part thereof; to Anderson L. Williams one-seventh part thereof.

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 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 23rd day of December A. D. 1893, A. C. Moseley filed in the Clerks Office of the said Court of Common Pleas the following Petition against Eram J. Healey, Executor, to-wit:

A. C. Moseley, Plaintiff
Eram J. Healey, Executor of
Mary Clark, Decd. Defendant.

Court of Common Pleas,
Union County, Ohio.

Petition

6639

Now comes the plaintiff and for cause of action against said defendant Eram J. Healey as Executor of the estate of Mary Clark deceased, says: That the said Eram J. Healey is the duly qualified Executor of the estate of Mary Clark, late of said County, deceased, by letters testamentary from the Probate Court of said County of Union.

1st Cause of Action: Plaintiff says: That on the first day of December A. D. 1890, the said Mary Clark executed and delivered to this plaintiff her two certain promissory notes, each for the sum of five hundred and fifty dollars with interest at six percent, as part consideration of the hereinafter described real estate due April 1st, 1892 and April 1st, 1893 respectively; that said note due April 1st, 1892 is paid. Said plaintiff further says that said note due April 1st, 1893 is past due and unpaid, and that there is due to the

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said plaintiff on said note the sum of five hundred and fifty dollars with interest from the 1st day of April A.D. 1891 of which said note the following is a copy with all credits and endorsements thereon:

New Dover, O. Dec. 1st 1890

April 1st 1893, after date for value received, we and each of us jointly and severally promise to pay A. C. Moseley, or order, Five hundred and fifty dollars with interest at the rate of six % from April 1st 1891.

Witness our hands and seals this first day of December 1890. (Signed) Mary Clark.

That there are no credits or endorsements written on said note.

Second Cause of Action: Said plaintiff further says that to secure the payment of said notes the said Mary Clark executed and delivered to this plaintiff her certain deed of mortgage in fee simple clear of all encumbrances the following real estate, situate in the County of Union in the State of Ohio, in Dover Township and being a part of Virginia Military Survey N^o. 5-5-05 by Robert Means bounded and described as follows:

Beginning at a stone (in place of an ash, elm, and hickory) south-east corner to Survey N^o. 5-5-05; thence with south line of said Survey S. 81¹/₂ - N. 69 poles to a stone; thence N. 7^o - N. 74⁷/₁₀ poles to a stone in the south line of John H. Stewart land; thence with said line N. 81¹/₂ - E. 69 poles to a stone corner to said John H. Stewart land in the east line of Survey N^o. 5-5-05; thence with said line south 7^o - E. 94⁷/₁₀ poles to the beginning containing 40⁷/₁₀ acres.

That there is a condition written in said mortgage deed "That in case default be made in the payment of said notes when they should become due then and in that event this deed of mortgage should become absolute and subject to foreclosure."

That on the 22nd day of December A.D. 1890 at 11⁴⁵ o'clock A.M. said mortgage deed was filed for record in the Recorder's Office of said County of Union and was afterward recorded in Vol. 26. Page 142 of the Record of Mortgages of said County.

Wherefore plaintiff asks judgment against the said defendant Eram J. Healey as Executor of the said Mary Clark, deceased, for the sum of five hundred and fifty dollars with interest from April 1st 1891, and that said premises be sold as upon execution to satisfy plaintiff's said mortgage indebtedness from the said Mary Clark and judgment by plaintiff to be obtained and for costs and for all proper relief.

N. N. Merchant,

Attorney for Plaintiff.

State of Ohio,
Union County, ss:

N. N. Merchant being first duly sworn says, that he is the duly authorized Attorney of the said plaintiff that this action is on a contract in writing, that said written contract is in his possession and that the facts stated and allegations made are, as he verily believes true.
N. N. Merchant.

Sworn to before me and by the said affiant subscribed in my presence this 23rd of December A. D. 1893.
(Seal) R. M. Leroy, Clerk of Court.

To the Clerk:

Issue Summons for defendant Cram J. Healey as Executor of the estate of Mary Clark deceased, to the Sheriff Delaware County returnable according to law. Endorsed: Action in Foreclosure, amount claimed five hundred and fifty dollars with interest from April 1st, 1891 and for costs.
N. N. Merchant.

Filed December 23rd, 1893.

Attorney for Plaintiff

Afterward, on the 23rd day of December 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 Delaware County:

You are commanded to notify Cram J. Healey as Executor of Mary Clark, deceased, that he has been sued by A. C. Moreley in the Court of Common Pleas of Union County, and must answer by the 20th day of January A. D. 1894, 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 January A. D. 1894.

Witness my hand and the Seal of said Court.

(Seal)

This 23rd day of December A. D. 1893.

R. M. Leroy, Clerk.

Endorsed: In action for Foreclosure. Amount claimed \$530. with 6% interest from April 1st, 1891 for costs.

Sheriff's Return

And on the 27th 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:

Ser. Return	\$ 50
Post. 3/4 Dec.	14
Mileage	96
Copy	25
Total	\$ 190

The State of Ohio,
Delaware County

Sheriff's Return,

Received this writ December 26th, A. D. 1893, at 8 o'clock A. M. and on the 26th day of December A. D. 1893, I served this writ on the within named defendant Cram J. Healey, by delivering to him personally a true and duly certified copy of this

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Order

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writ with all the endorsements thereon.

Thomas R. Griffith, Sheriff
By John D. Griffith, Deputy.

Afterward, on the 23rd day of January, A. D. 1894, an
Entry was made on the Journal by the Clerk of Court:
A. C. Moseley

Entry
6639

vs.
Ceram J. Healey &c. | Journal 16, Page 503.

This cause now coming on for hearing on the
petition of the plaintiff A. C. Moseley and the evidence
the Court find that the defendant Ceram J. Healey
as Executor of the estate of Mary Clark, deceased, has
been duly served with Summons in this case, and
that he is in default for answer and demurrer and
that the allegations of the petition are thereby confess-
ed by him to be true. And that there is due the
plaintiff from the defendant the said Ceram J. Healey
as Executor of Mary Clark, deceased, on the promissory
note set forth in the petition with interest to the first
day of this term, January 15th, 1894 the sum of six
hundred forty-two $\frac{1}{4}$ $\frac{12}{100}$ dollars.

The Court further find that to secure the pay-
ment of said note (and another note of like amount
now paid) the said Mary Clark, deceased, being then
in full life duly executed and delivered to said
A. C. Moseley the plaintiff her certain mortgage as
in the petition described and on the premises therein
described and that said deed of mortgage was
duly recorded in Volume 26, Page 142 of the Records of
Mortgages of Union County and is good and valid
first lien on the premises described in said petition
and that the conditions in said mortgage have
been broken.

It is therefore adjudged and decreed
that unless the said defendant Ceram J. Healey as
Executor of the estate of Mary Clark, deceased, 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 so
found due as aforesaid (\$642.¹²) with interest from the
15th day of January A. D. 1894 the defendant's equity of re-
demption be foreclosed and said premises be sold and
that an order of sale issue therefor to the Sheriff of
said Union County, Ohio, directing him to appraise,
advertise and sell said premises as upon execution and
report his proceedings to this Court for further order.

Order
of Sale | Afterward, on the 31st day of January A. D. 1894, an
Order of Sale was issued by the Clerk of said Court
The State of Ohio,
Union County, ss. | To the Sheriff of said County, Greeting:

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Whereas, at a Court of Common Pleas, holden at the Court in Marysville in said County of Union on the 23rd day of January, 1894, A. C. Moseley obtained a Judgment and Decree against Eeram J. Healey, Executor of Mary Clark, Deceased, for the sum of six hundred and forty-two ¹²/₁₀₀ dollars and ten dollars costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Eeram J. Healey Executor, within 5 days from the 23rd day of January A. D. 1894, pay unto the said A. C. Moseley the said sum of six hundred and forty-two ¹²/₁₀₀ dollars with interest from the 23rd day of January 1894 and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiffs petition, &c. And Whereas the 5 days aforesaid have fully expired, and the said sum of six hundred and forty-two ¹²/₁₀₀ dollars, and costs aforesaid have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the Statute regulating Judgments and Executions at law, the following lands and tenements situate in Union County, Ohio, in Dover Township and being part of Virginia Military Survey N^o: 5505 - by Robert Means, bounded and described as follows:

Beginning at a stone (in place of an ash, elm, and hickory) south-east corner to Survey N^o: 5505; thence with south line of said Survey S. 81¹/₂ - W. 69 poles to a stone; thence N. 7^o - W. 94 ⁷/₁₀₀ poles to a stone in the south line of John H. Stewart's land; thence with said line N. 81¹/₂ E. 69 poles to a stone corner to said John H. Stewart land in the east line of said Survey N^o: 5505; thence with said line south 7^o - E. 94 ⁷/₁₀₀ poles to the beginning containing 40 ⁸⁶/₁₀₀ 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 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 31st day of January, A. D. 1894.
 R. M^o: Crong, Clerk.

(Seal)

Sheriff's Return

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Proof of Publication

Sheriff's Return

And on the 17th 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:

Service	25
Levy	25
Sum. Aprs.	1 20
Swear. "	25
Cowey "	1 50
Writing April.	25
Copy of "	25
Notice to Ctr.	25
Affidavit to.	25
Writing notice	25
Mileage	1 60
Poundage	17 78
Return	25
Total	24 33
Appraisers fees	3 00
Printers fees.	13 00

The State of Ohio,
 Union County, ss: Sheriff's Return.
 Received this writ the 12th day of February A.D. 1894, and on the 13th day of February A.D. 1894 I called on inquest of Marion Hopkins, Davidson Fuller, R. Richey 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: \$1552.⁶⁵) 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 17th day of March 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, 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 A. C. Moseley for the sum of nineteen hundred and twenty dollars and forty-two (1920.⁴²) he being the highest bidder therefor, and the sum bid being more than two-thirds of the appraised value.
 W^m S. Snodgrass, Sheriff.

Proof of Publication

The State of Ohio,
 Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with February 14th, 1894.
 W. O. Shearer.

Sworn to and subscribed before me, this 17th day of March 1894.
 (Seal) A. M^o Crony, Clerk.

A. C. Moseley
 vs.
 Cram J. Healey Exec.

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

By virtue of the above stated writ to one directed from the Court of Common Pleas of Union County, Ohio,

I will offer for sale at the north door of the Court House in Mansfield, Ohio, on Saturday March 17th 1894, 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: Being part of Virginia Military Survey N^o: 5505 by Robert Means, bounded and described as follows: Beginning at a stone (in the place of an ash, elm and hickory) southeast corner to Survey N^o: 5505; thence with south line of said Survey south 81¹/₂ west 69 poles to a stone; thence north 7^o west 94⁷/₁₀ poles to a stone in the south line of John H. Stewart's land; thence with said line north 81¹/₂ east 69 poles to a stone corner to said John H. Stewart's land in the east line of said Survey N^o: 5505; thence with said line south 7^o east 94⁷/₁₀ poles to the beginning containing 40.56 acres. Appraised at \$38.00 per acre.
 Terms of Sale, Cash. W^m: S. Snodgrass, Sheriff,
 Filed March 17th, 1894. Union County, Ohio.

Afterward, on the 20th day of March A. D. 1894, an Entry was made on the Journal by the Clerk of Court.
 A. C. Moseley
 vs. Journal 16, Page 532.
 Erom J. Healey Exec.

Entry
6639

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

And it is further ordered that the Sheriff convey to the purchaser A. C. Moseley by deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid therein for the protection of his title and a writ of restitution is awarded to put said purchaser in possession of said premises.

It is further ordered that the -- cause satisfaction of the mortgage 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 \$1920.42 it is ordered that the Sheriff out of the money in his hands pay, First: To the Treasurer of said County the taxes, penalty and interest against said property, to-wit:

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The sum of \$- - - 2⁰⁰ To the Clerk the costs of this action, taxed at \$- - 3⁰⁰. To the plaintiff A. C. Moseley the amount heretofore found due him with interest to this date the sum of \$6.49.¹⁵
 4⁰⁰. To the defendant Samuel James as Administrator de bonis non with Will annexed of Mary Clark deceased (and the successor of the said Ceram J. Healey Executor of the said Mary Clark, deceased) the balance of money remaining in his hands, to wit, the sum of \$- - to administer accounting to the order of the Probate Court of this said County of Union, and in conformity to the last Will and Testament of the said Mary Clark deceased.

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 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 17th day of February A. D. 1894, Thomas Powers filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George C. Damm et al, to wit:

Petition

George C. Damm and
 Elizabeth Strong, Defendants

Court of Common Pleas
 Union County, Ohio.

6670

Defendants are indebted to the plaintiff on a promissory note, of which the following is a copy - with all endorsements thereon:

" \$137.²⁰ November 5th, 1891.

" One year after date we promise to pay to the order of Thomas Powers One hundred thirty-seven ²⁰/₁₀₀ dollars at 8 per cent. after due. Value received.

George C. Damm
 Elizabeth Strong.

Endorsed as follows: "Feb. 22nd 1893. Cr. \$20.⁰⁰"

There is due the plaintiff on said above described note the sum of one hundred thirty-seven ²⁰/₁₀₀ (\$137.²⁰) dollars with interest at 8 per cent. from the 5th day of November 1891 less the credit of \$20.⁰⁰ of date February 22nd

1893 the sum and its interest at 8 per cent. since said February 22nd, 1893 the sum of \$129.⁷⁰ at this date February 17th, 1894. Therefore the plaintiff asks judgment against the said defendants for the said sum of \$129.⁷⁰ with interest at eight per cent. for costs of suit and all proper relief in the premises.

F. J. Arthur, Attorney for Plaintiff.

The State of Ohio,
Union County, ss:

Thomas Powers the above plaintiff being sworn says the facts and allegations in his foregoing petition are true as he believes.

Thomas Powers.

Sworn to before me and subscribed in my presence by said Thomas Powers this 17th day of February 1894.

(Seal)

R. M. Leroy, Clerk.

Writ to the Clerk:

6670

Issue Summons for Defendants returnable according to law. Endorse: Amount claimed \$129.⁷⁰ and 8 per cent. interest.
Filed February 17th, 1894.

F. J. Arthur,

Attorney for Plaintiff

Afterward, on the 24th day of February A. D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Sh. Return	40
Mileage	2 72
Copy	30
Total	3 42

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

Received this writ February 17th, A. D. 1894 and served same by delivering a certified copy of this writ with the endorsements thereon to the within named Elizabeth Strong personally on the 19th day of February 1894, and to George C. Damm by leaving a copy at his usual place of residence on the 23rd day of February 1894.

W^m: G. Snodgrass, Sheriff.

Summons

6670

Afterward on the 17th day of February, A. D. 1894, 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 George C. Damm and Elizabeth Strong that they have been sued by Thomas Powers in the Court of Common Pleas of Union County, and must, by the 17th day of March A. D. 1894, 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 February A. D. 1894.

(Seal)

Witness my hand and the Seal of said Court,

This 17th day of February A. D. 1894.

R. M. Leroy, Clerk.

Endorsed: "In action for money Only. Amount claimed \$129.⁷⁰ with 8 per cent. interest."

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the duly appointed and qualified Administrator of the estate of Alfred M^c Campbell, late of the County of Union, and State of Ohio, deceased. That said Alfred M^c Campbell departed this life on or about the day of January A. D. 1893 seized, in fee simple, of the following lands and tenements, situate in the County and State aforesaid, and part of Survey N^o: 9736 and bounded and described as follows, to wit: Beginning at a stone (witnessed by two white oak) southwesterly corner of said Survey N^o: 9736; thence with the easterly line of said Survey N. 37¹/₄ - N. 256 poles to a stone corner to John Cochran's land; thence with his line as follows: S. 36¹/₂ - N. 53¹/₂ poles to a stone; thence S. 74³/₄ - E. 82 poles to a stone in the center of the California and Delaware road; thence with the center of said road S. 36¹/₂ - N. 23¹/₂ poles to a stone; thence S. 51¹/₂ - E. 36¹/₂ poles to a stone; thence S. 36¹/₂ - N. 53¹/₂ poles to a stone corner to said John Cochran's land in the easterly line of S. B. Woodburn's land; thence with said line S. 31 - E. 154 poles to a stone (witnessed by two ashes south-easterly corner to said land in the south-easterly line of said Survey N^o: 9736; thence with said line N. 53 - E. 117 poles to the beginning containing 147 acres, more or less being 35 acres purchased by said Alfred M^c Campbell of John Woodburn and 112 acres devised to him by Will of his father William M^c Campbell.

The plaintiff further says that said decedent left as his sole heirs at law, the defendants Ada M^c Campbell and Alma M^c Campbell, and the said defendants Guy Cochran and Elmer E. Cochran, who are infants respectively under the age of fourteen years.

The plaintiff further says that the amount of debts due from the said Alfred M^c Campbell, deceased as nearly as they can be ascertained is \$3650.⁰⁰ and the costs and charges of Administration will be about \$---⁰⁰ the value of his personal estate and effects is about \$1850; and that the personal estate and effects of said decedent will be insufficient to pay all the debts of said decedent and the charges of administering said estate.

The plaintiff further states to the Court that said real estate was appraised in accordance with the order of the Probate Court of Union County, Ohio, by the appraisers of the personal property of said decedent, and that the amount of said appraisement is \$4410.⁰⁰, or \$30.⁰⁰ per acre.

The plaintiff also says that the defendant, The Connecticut Mutual Life Insurance Company, claims to hold a mortgage for about \$1500.⁰⁰ with interest thereon on said premises, executed by said Alfred M^c Campbell in his life time.

Wherefore, the plaintiff, as such Administrator, prays authority to sell the said real estate of said decedent; and prays that said defendant The Connecticut

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Life Insurance Company be required to answer setting forth fully the amount of its said alleged mortgage claim and lien, and the date thereof; and that he be authorized to sell said premises according to the Statute in such case made and provided, and for all proper relief.

James M^c Campbell, Administrator &c
Plaintiff.

Subscribed and sworn to before me this 10th day of February A. D. 1894.
John M. Brodrick,

(Seal) Notary Public, Union County, Ohio.

Waiver

James M^c Campbell, Admr. of Estate
of Alfred M^c Campbell, Decd. Plaintiff

In Union Common
Pleas, Ohio.

6665

vs.
Ada M^c Campbell et al. Defendants

Waiver of Summons.

We the undersigned parties defendant to the petition in said cause, hereby waive issuing and service of summons, and voluntarily enter our appearance as such defendants. And we do hereby consent to the sale of the real estate described in said petition according to the prayer of the same.

Ada M^c Campbell, Alma M^c Campbell,
W. W. Cochran, as legal Guardian of the
persons and estate of Lucy Cochran and
Elmer B. Cochran, minor defendants for
us, on behalf of them the said minor defendants

Afterward, on the 20th day of March A. D. 1894, an
Entry was made on the Journal by the Clerk of Court.
James M^c Campbell, Admr.

Entry

6665

vs.
Ada M^c Campbell et al.

Journal 16, Page 546.

This cause coming on this day to be heard upon the petition, proofs, and exhibits, the Court find that all the defendants have been duly served with process, or have voluntarily entered their appearance in the case; and that, as set forth in the petition, it is necessary to sell the real estate therein described, to pay the debts of the said Alfred M^c Campbell, deceased.

It is therefore ordered and adjudged by the Court that James M^c Campbell as Administrator as aforesaid, advertise and sell at public vendue on the premises according to the appraisement contained in the inventory returned by him to the Probate Court, the real estate described in the petition on the following terms to wit; Six hundred dollars cash: \$1500.00 on or before October 29th, 1894, and the balance in equal installments due respectively on or before October 29th, 1895 and October 29th, 1896, with interest and secured by mortgage on the premises, and that the said James M^c Campbell make due return to this Court.

Approved: John A. Price, Judge.

Afterward, on the 20th day of March A. D. 1894, an Order of Sale to Administrator was issued by the Clerk of said Court of the State of Ohio To James M^c Campbell, Administrator vs. Union County, ss: Order of Appraisement and Sale.

Whereas, at a term of the Court of Common Pleas in and for said County, on the 20th day of March A. D. 1894, in the cause of James M^c Campbell Administrator of Alfred M^c Campbell, deceased, Plaintiff, and Ada M^c Campbell, Alma M^c Campbell, Guy Cochran and Elmer C. Cochran are defendants it was ordered, adjudged and decreed as follows to wit: the following described lands be sold on the premises under the appraisement heretofore had in Probate Court, to wit: for the sum of \$4410. - or \$30. - per acre.

Being a part of Survey N^o 9736 and bounded and described as follows: Beginning at a stone (witness two white oaks) southwesterly corner of said Survey N^o 9736; thence with the easterly line of said Survey N. 37¹/₄ - N. 256 poles to a stone corner to John Cochran's land; thence with his line as follows S. 36¹/₂ - N. 53 - poles to a stone; thence S. 74³/₄ - E. 32 poles to a stone in the center of the California and Delaware road; thence with the center of said road S. 36¹/₂ N. 23⁷/₁₀ poles to a stone; thence S. 57¹/₂ - E. 36⁹/₁₀ to a stone; thence S. 36¹/₂ - N. 53⁵/₁₀ poles to a stone corner to said John Cochran's land in the easterly line of S. B. Woodburn's land; thence with said line S. 31 - E. 154 poles to a stone (witnessed by two ashes) southeasterly corner to said land in the southeasterly corner of said Survey N^o 9736; thence with said line N. 53 - E. 117 poles to the beginning containing 147 acres more or less, being 35 acres purchased by said Alfred M^c Campbell of John Woodburn and 112 acres devised to him by Will of his father William M^c Campbell.

It is further ordered by the Court that the afore-described premises be sold on the following terms, to wit: Six hundred dollars cash; \$1500. - on or before October 29th 1894 and the balance in equal installments due respectively, on or before October 29th 1895 and October 29th 1896 with interest and secured by mortgage on the premises.

We therefore command you, that you proceed to carry said order, judgment and decree into execution, and that you make report of your proceedings herein, to our Court of Common Pleas, within sixty days from the date hereof, and bring this order with you.

Witness my signature as Clerk of our said Court of Common Pleas, and the Seal of said Court, (Seal) This 20th day of March A. D. 1894.

A. M^c Leroy, Clerk.

Report of Sale

Received this order on the 20th day of March 1894, and according to the command thereof on the 20th day of April A. D. 1894, sold the real estate therein described (the same having been before that appraised as required by law

and to Green sum & value notice success printed a copy thereof part of April sale a said said Henry

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Proof of Publication

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and the order of the court) at public sale to Henry Green said sale being to the highest bidder, and said sum being not less than two-thirds the appraised value of said real estate; and before said sale I caused notice to be given by advertising the same four weeks successively, in the Mansville Tribune a newspaper printed in said County where said lands are situate a copy of which advertisement, with proof of publication thereof, is herewith returned, marked "A" and made part of this report,) that I would, on the 20th day of April A. D. 1894, at One o'clock P. M. offer said lands for sale, at public sale upon the premises the place in said order named, and I then and there so offered said lands and sold the same as above stated to Henry Green.

Given under my hand this 21st day of April A. D. 1894. James M^r: Campbell, Administrator of Alfred M^r: Campbell, Deceased.

Administrator's Sale of Real Estate.

Proof of Publication

The undersigned, Administrator of the estate of Alfred M^r: Campbell, deceased, will sell at public auction upon the premises, in Jerome Township, Union County, Ohio, at One o'clock P. M. on Friday April 20th 1894, the following described real estate, to wit: Situate in the County of Union and State of Ohio, being part of Survey N^o: 9736 and bounded and described as follows:

Beginning at a stone (witness two white oaks) southwesterly corner of said Survey N^o: 9736; thence with the easterly line of said Survey north 34¹/₂ west 256 poles to a stone corner to John Cochran's land; thence with his line as follows: south 36¹/₂ west 53⁵/₁₀₀ poles to a stone; thence south 74³/₄ east 32 poles to a stone in the center of the California and Delaware road; thence with the center of said road south 36¹/₂ west 23⁷/₁₀₀ poles to a stone; thence south 57¹/₂ east 36⁵/₁₀₀ poles to a stone; thence south 36¹/₂ west 53⁵/₁₀₀ poles to a stone corner to said John Cochran's land in the easterly line of S. B. Woodburn's land; thence with said line south 31^o east 154 poles to a stone (witnessed by two ashes) southeasterly corner to said land in the southeasterly line of said Survey N^o: 9736; thence with said line north 33^o east 117 poles to the beginning, containing 147 acres, more or less being 35 acres purchased by said Alfred M^r: Campbell of John Woodburn and 112 acres devised to him by Will of his father William M^r: Campbell.

Appraised at \$30⁰⁰ per acre.

Terms - Six hundred dollars cash; \$15⁰⁰ on or before October 29th 1894, and the balance in equal installments due respectively on or before October 29th 1895, and October 29th 1896, deferred payments to bear interest and be secured by

mortgage on the premises.

Filed April 20th, 1894.

James M^o Campbell, Administrator.

The State of Ohio,
Union County, ss:

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 4 consecutive weeks in the "Marysville Tribune" a newspaper of general circulation in the County of Union. The first publication beginning with March 21st, 1894.

Printers fee \$10.⁰⁰

N. O. Shearer,

Sworn to and subscribed before me, this 21st day of April 1894.
James M^o Campbell, Probate Judge.

Afterward, on the 23rd day of April, A. D. 1894, an Entry was made on the Journal by the Clerk of said Court James M^o Campbell Admr. of the Estate of Alfred M^o Campbell, Decd.

Entry

6663-

vs.
Ada M^o Campbell & others.

In Court of Common Pleas,
Union County, Ohio.
Journal 17, Page 16.

This day this cause came on to be heard on the return of James M^o Campbell, Administrator as above named plaintiff herein, of his proceedings and sale in this case under former order of this Court.

The Court after having carefully examined said return and being satisfied that such sale has in all respects been legally made, do hereby approve and confirm the same and order that the said James M^o Campbell as such Administrator make to the purchaser Henry Gruen a good and sufficient deed for the premises so sold, said deed to be executed subject to the mortgage lien of the Connecticut Mutual Life Insurance Company which the purchaser assumes to pay; and to secure balance of purchase money, said Administrator is ordered to take a second mortgage on the premises sold and pursuant to the terms of sale.

And the Court coming now to distribute the proceeds of said sale in the hands of said Administrator do order that he pay:

First: - The costs of this action, including \$--- as the charge due the said Administrator herein taxed at \$--
Secondly: That he pay the balance of said proceeds of sale to the party or parties, thereto entitled by law.

Attest
R M Crony
Clerk

Petition

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Pleas continued and held at the Court House in Marysville within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Bruce, 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 5th day of February A. D. 1894, Jacob W. Fredrick filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary A. Fredrick et al. to wit: Jacob W. Fredrick, Plaintiff

vs.
 Mary A. Fredrick, Rachel A. Pickett &
 B. H. Pickett her husband, Sarah C.
 Baker & Barnard Baker her husband
 John W. Fredrick & Malinda Fredrick
 his wife, Edward Fredrick &
 Elizabeth Fredrick his wife, Ann
 Fredrick, Henry Fredrick and Josephine
 Fredrick his wife, Frank Fredrick,
 Amy Fredrick, Charles Fredrick,
 Anna Kent & Frank C. Kent, her
 husband, Mary Rowe & Walter Rowe
 her husband, Frank Kinsel, Martha
 Kinsel & Forest Kinsel, a minor over
 14 years of age & Benj. W. Evans his
 Guardian. Defendants

In Common Pleas Court
 Union County Ohio.

The plaintiff says: That on the 28th day of November 1893, Jacob Fredrick died seized in fee simple of the following described real estate, viz:

- I First Tract: Situated in the Township of Jerome, County of Union and State of Ohio. Part of Virginia Military Survey N^o. 2991. Beginning at an ash, walnut and elm north-west corner to land sold to James Stone; thence with Stone's line N. 80° - E. 176 poles to a sugar tree beech and ash; thence N. 12° - W. 82³/₄ poles to a beech, dog-wood and ironwood S. E. corner to land sold to Wells; thence S. 80° - W. 175 poles to 2 beeches and a sugar tree; thence S. 12° - E. 82³/₄ poles to the beginning containing ninety acres, more or less.
- II Second Tract: Situated in the same Township, County and State. Part of Virginia Military Survey N^o. 526. Beginning in the original corner of the Survey being a hickory, ash and sugar (hickory gone); thence S. 81° - 5' - W. 114¹/₂ poles to a stone; thence S. 9° - 55' - E. 124¹/₂ poles to a stone from which bears 84° - 30' - N. 13 links; thence N. 80° - 30' - E. 116 poles to a stone in the east line of Survey N^o. 2991; thence west 124 poles to the beginning containing ninety acres, more or less.

III Third Tract: Situated in the same Township, County ^{3/4} State. Part of Virginia Military Survey N^o. 2991. Being the north half of the following premises, viz:

Beginning at an ironwood, elm and two sugars; thence west 58 poles to a sugar, beech and ash; thence S. 10° E. 82 ²/₃ poles to 3 beeches; thence east 58 poles to 2 sugars and a beech; thence - - 82 ²/₃ poles to the beginning, containing thirty acres more or less and being the same known as the Christian Adams farm.

IV Fourth Tract: Situated in the same Township, County ^{3/4} State. Part of Virginia Military Survey N^o. 2991.

Beginning at a stake and stone in the east line of Henry Fox's land and northwest corner of a tract of land belonging to the heirs of Amos Beach (Junior) deceased; thence N. 7 ¹/₂° - N. 93 poles and 1 link (the east line of Henry Fox's land; to a stake and stone; thence N. 82 ¹/₂° - E. 58 ¹/₂ poles to a stake and stone; thence S. 7 ¹/₂° - E. 93 poles and 11 links to a beech in the north line of the land belonging to the heirs of Amos Beach (Junior) deceased; thence S. 82 ¹/₂° - N. 58 ¹/₂ poles to the beginning, containing thirty-three ³/₄ three-fourths (33 ³/₄) acres more or less.

V Fifth Tract: Situated in the same Township, County ^{3/4} State. Part of Virginia Military Survey N^o. 2991.

Beginning at a stone N. E. corner to a tract of 33 acres conveyed by A. H. Sherwood and wife to Jacob Fredrick; thence N. 82 ¹/₂° - E. 116 ¹/₂ poles to a stone in the center of a road north of Frankfort; thence with the center of said road S. 8° - E. 31 ¹/₂° poles to a stone; thence S. 82 ¹/₄° - N. 19 ¹/₂° poles to a stone; thence S. 8° - E. 18 poles to a stone; thence S. 82 ³/₄° - N. 15 ¹/₂ poles to a stone; thence S. 8° - E. 13 ³/₄° poles to a stone N. E. corner to James B. Norris's land; thence with his line S. 82 ¹/₄° - N. 81 ¹/₂ poles to a stone; thence N. 8° - N. 53 ¹/₂° poles to the place of beginning containing thirty-six acres and thirty-six poles, more or less. Excepting therefrom one acre deeded by said Jacob Fredrick to the M. C. Church and one acre deeded to Kate South by said Fredrick.

VI Sixth Tract: Situated in the Township of Trenton, County of Delaware and State of Ohio.

Beginning at a stone or a post set in the place of the old post stood in the center of the State road leading from Van's Valley to Centerville at the north-east corner of lands belonging to David Pace; thence N. 2° - E. 51 ¹/₂° poles along the center of said road to a legal corner set up by a post and brick; thence N. 88° - N. 82 ¹/₂° poles along the S. line of David Pace's other land to a stone on a post in the west line of said lot; thence S. 2° - N. 51 ¹/₂° poles along the N. line of said lot to a stone on a post; thence S. 88° - E. 82 ¹/₂° poles along the first mentioned Pace land to the place of beginning, containing twenty-six ²/₃ two-thirds (26 ²/₃) acres of land, more or less.

Plaintiff has a legal right to and is seized in

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fee-simple as a son of said Jacob Fredrick of the undivided one-fifth part of said premises.

The defendant Mary A. Fredrick, as widow of said Jacob Fredrick, is entitled to dower in said premises.

Said premises descended to the following persons, subject to said dower, in the following proportions, viz:

One-fifth part thereof to Rachel A. Pickett, who is a daughter of said Jacob Fredrick, and is intermarried with one B. H. Pickett, and resides in Union County Ohio.

One-fifth part thereof to said Sarah C. Baker, who is a daughter of said Jacob Fredrick, and is intermarried with one Barnard Baker, and resides in Union County Ohio.

One-thirty-fifth part thereof to said John W. Fredrick, who is a grand-son of said Jacob Fredrick and resides in Marion County, Ohio.

One-thirty-fifth part thereof to said Edward Fredrick, who is a grand-son of said Jacob Fredrick and resides in Union County, Ohio.

One-thirty-fifth part thereof to said Ann Fredrick, who is a grand-daughter of said Jacob Fredrick and resides in Union County, Ohio.

One-thirty-fifth part thereof to said Henry Fredrick who is a grand-son of said Jacob Fredrick and resides in Union County, Ohio.

One-thirty-fifth part thereof to said Frank Fredrick, who is a grand-son of said Jacob Fredrick and resides in Union County, Ohio.

One-thirty-fifth part thereof to said Amy Fredrick, who is a grand-daughter of said Jacob Fredrick, and resides in Union County, Ohio.

One-thirty-fifth thereof to said Charles Fredrick who is a grand-son of said Jacob Fredrick, and resides in Union County, Ohio.

One-twenty-fifth part thereof to said Anna Kent who is a grand-daughter of said Jacob Fredrick, and is intermarried with one Frank C. Kent, and resides in Cook County, Illinois.

One-twenty-fifth part thereof to said Mary Rowe who is a grand-daughter of said Jacob Fredrick, and is intermarried with one Walter Rowe, and resides in Franklin County, Ohio.

One-twenty-fifth part thereof to said Frank Hensel, who is a grandson of said Jacob Fredrick, and resides in Madison County, Ohio.

One-twenty-fifth part thereof to said Martha Hensel, who is a grand-daughter of said Jacob Fredrick and resides in Cook County, Illinois.

One-twenty-fifth part thereof to said Forest Hensel, a minor over fourteen years of age, who is a grand-son of said Jacob Fredrick and resides in Madison County

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Ohio, and said Benjamin N. Evans is Guardian of said minor and resides in Union County, Ohio.

The personal property is more than sufficient to pay all the debts of said decedent and costs of administration. Plaintiff desires to have his interest set off to him in severally, and prays that the dower of said Mary A. Frederick may be assigned to her, and that subject thereto partition may be made, or, if that cannot be done without manifest injury that such proceedings may be had as are authorized by law.

John M. Brodrick,
Attorney for Plaintiff.

The State of Ohio,
County of Union, ss.

Jacob Frederick, the plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are, as affiant believes, true.

Jacob N. Frederick,

Sworn to by said Jacob N. Frederick before me, and signed by him in my presence this 5th day of February A. D. 1894.

(Seal)

R. M. Leroy,
Clerk of Court.

Procepe

To the Clerk:

Issue Summons to Sheriff of Union County for defendants in Union County, Ohio; To Sheriff of Delaware County for defendants in Delaware County, Ohio; To Sheriff of Marion County for defendants, in Marion O. C.; To Sheriff of Madison County for defendants in Madison County, Ohio, and to Sheriff of Cook County, Illinois for defendants in Cook County, Ill. Returnable according to law. Indorse Action in Partition.

John M. Brodrick,

Attorney for Plaintiff

Filed February 5th, 1894.

Afterward, on the 5th day of February A. D. 1894, 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 Rachel Pickett and B. H. Pickett her husband, Sarah L. Baker and Barnard Baker her husband, Edward Frederick and Elizabeth Frederick his wife, Anna Frederick, Henry Frederick and Josephine Frederick his wife, Frank Frederick, Amy Frederick, Charles Frederick that they have been sued by Jacob N. Frederick in the Court of Common Pleas of Union County, and must answer by the 10th day of March A. D. 1894, 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 February, A. D. 1894.

Witness my hand and the Seal of said Court,

Summons

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This 5th day of February A.D. 1894. (Seal) R. M. Leroy, Clerk.
Endorsed: "Partition of Real Estate".

And on the 14th day of February A.D. 1894, said Summons was returned to said Clerk's Office in said County endorsed as follows, to wit:

Waiver
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"We hereby waive issue and service of process and enter our appearance, February 12th, 1894.
Edward Frederick, Rachel A. Rickett, H. B. Frederick,
Libbie M. Frederick, Barton Rickett, Josie Frederick
J. F. Frederick, Sarah C. Baker, Anna Frederick
Amy C. Frederick, Barnard Baker, Charles M. Frederick.

Afterward on the 5th day of February, A.D. 1894, a Summons was issued by the Clerk of said Court.

The State of Ohio,
Union County | To the Sheriff of Delaware County:
You are hereby commanded to notify Mary A. Frederick that she has been sued by Jacob W. Frederick in the Court of Common Pleas of Union County, and must answer by the 10th day of March A.D. 1894, 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 February A.D. 1894.

Witness my hand and the Seal of said Court,
(Seal) this 5th day of February A.D. 1894.

Partition of Real Property" R. M. Leroy, Clerk.

And on the 17th day of February A.D. 1894, said Summons was returned to said Clerk's Office in said County, endorsed as follows, to wit:

Waiver
6663

"I hereby enter my appearance to this action and waive the issuing and service of process required by law.
February 14th, 1894. Mary Ann ^{her} ~~X~~ Frederick
In presence of L. J. Wilson

Afterward, on the 19th day of February A.D. 1894, a Summons was issued by the Clerk of said Court.

The State of Ohio,
Union County | To the Sheriff of Marion County:
You are hereby commanded to notify John W. Frederick and Malinda Frederick his wife (and others) that they have been sued by Jacob W. Frederick in the Court of Common Pleas of Union County, and must answer by the 18th day of March A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 5th day of March A.D. 1894.

Witness my hand and the Seal of said Court, this
(Seal) 19th day of February A.D. 1894.

Endorsed: "Partition of Real Estate." R. M. Leroy, Clerk.

And on the 24th day of February A.D. 1894, said Summons was returned to said Clerk's Office in said County, endorsed:

"We hereby waive the issuing and service on Summons in this case and hereby voluntarily enter our appearance to the action herein.

February 23rd, 1894.

Jno. W. Frederick
Malinda Frederick

Afterward, on the 5th day of February A.D. 1894, a Summons was issued by the Clerk of said Court,

The State of Ohio,
Union County

To the Sheriff of Madison County:
You are hereby commanded to notify Frank Hensel, Martha Hensel, Forest Hensel, a minor over 14 years of age and Benjamin W. Evans his guardian that they have been sued by Jacob W. Frederick in the Court of Common Pleas of Union County, and must answer by the 10th day of March A.D. 1894, 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 February A.D. 1894.

Witness my hand and the Seal of said Court,
Seal) this 5th day of February A.D. 1894.

R. W. Crony, Clerk.

And on the 8th day of February, A.D. 1894, said Summons was returned to said Clerk's Office in said County, endorsed: "We hereby waive the issuing and service of process in this case and enter our appearance herein.

Waiver
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H. F. Hensel
Miriam O. Hensel,
B. W. Evans, Sward. of
Forest Hensel.

Afterward, on the 5th day of February A.D. 1894, a Summons was issued by the Clerk of said Court.

The State of Ohio,
Union County

To the Sheriff of Franklin County:
You are hereby commanded to notify Mary Rowe and Walter Rowe her husband that they have been sued by Jacob W. Frederick in the Court of Common Pleas of Union County, and must answer by the 10th day of March A.D. 1894, 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 February A.D. 1894.

Witness my hand and the Seal of said Court,
Seal) this 5th day of February A.D. 1894.

R. W. Crony, Clerk.

Endorsed: "Partition of Real Estate.

And on the 19th day of February A.D. 1894, said Summons

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cess herein and enter our appearance to this action."
Mary A. Rowe.
Walter A. Rowe.

And on the 5th day of February A.D. 1894, a Summons
was issued by the Clerk of said Court, to wit:

The State of Ohio
Union County To the Sheriff of Cook County, Illinois.
You are hereby commanded to notify Anna
Kent and - - - Kent, her husband (impleaded with others
and Martha Hensel that they have been sued by Jacob
N. Frederick in the Court of Common Pleas of Union
County, and must answer by the 10th day of March
A.D. 1894, 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 February A.D. 1894.

Witness my hand and the Seal of said Court this
5th day of February A.D. 1894.
(Seal) R. M. Leroy, Clerk.

Endorsed: "Partition of Real Estate."
And on the 16th day of February, A.D. 1894, said
Summons was returned to said Clerk's Office in said
County, endorsed, to wit:

Waiver
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"We hereby waive the issuing and service of process
in this action, and do by this enter our appearance
herein."
Mrs. Annie Kent,
Frank C. Kent,
Martha Hensel.
February 14th, 1894.
Fernwood, Illinois, Cook County.

Entry
6663

Afterward, on the 20th day of March A.D. 1894, an
Entry was made on the Journal by the Clerk of Court.
Jacob N. Frederick
vs.
Mary A. Frederick et al. | Journal 16, Page 544.

This day this cause came on for hearing on the
petition and the evidence. On consideration the
Court find that all the defendants have had due and
legal notice of the pendency and demand of the said
petition, that all of said defendants are in default
for answer thereto, and that the personal property of
said Jacob Frederick deceased is sufficient to pay all
the debts and claims against the estate of said decedent.
Thereupon, the Court further find that the
plaintiff and the defendants hereinafter named are
tenants in common the estate described in the petition
that the said Mary A. Frederick, widow, is entitled to
dower therein, and that subject thereto the plaintiff

Jacob N. Fredrick, has a legal right to the one-fifth part of said estate, the defendants Rachel A. Pickett and Sarah L. Baker each one-fifth part thereof, the defendants John N. Fredrick, Edward Fredrick, Ann Fredrick, Henry Fredrick, Frank Fredrick, Amy Fredrick and Charles Fredrick, each one-thirty-fifth part thereof, the defendants Anna Kent, Mary Rowe, Frank Hensel, Martha Hensel and Forest Hensel each one-twenty-fifth part thereof; and that the plaintiff is entitled to have partition made of said premises, as prayed for in his petition.

It is therefore ordered, adjudged, and decreed that partition of said estate be made, and that dower therein be assigned to the said Mary A. Fredrick; A. S. Mowry, George Deasure and Cliff Seely, three judicious and disinterested freeholders of the vicinity, are hereby appointed Commissioners to make and set off the same.

And it is ordered that if said estate is entire, and cannot be divided by metes and bounds the dower of the said Mary A. Fredrick be assigned as of a third part of the rents, issues, and profits thereof and that said estate be appraised, subject to such dower interest.

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

Afterward, on the 27th day of March A. D. 1894, a writ of Partition was issued by the Clerk of said Court, to wit: The State of Ohio,

Writ of Partition

Union County, ss: To the Sheriff of said County, greeting: We command you, that without delay, by the oaths of A. S. Mowry, George Deasure, Cliff H. Seely, you cause to be set off and assigned to Mary A. Fredrick widow of Jacob Fredrick, late of Delaware County, deceased, one full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the Township of Jerome, County of Union and State of Ohio. Part of Virginia Military Survey n^o: 2991.

Dower

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I First Tract: Beginning at an ash, walnut and elm, north-west corner to land sold to James Stone: thence with Stone's line N. 80° - E. 176 poles to a sugar tree, beech and ash; thence

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N. 12° - N. $82^{\frac{3}{4}}$ poles to a beech, dogwood, and ironwood S.E. corner to land sold to Wells: thence S. 80° - N. 175 poles to 2 beches and a sugar tree: thence S. 12° - E. $12^{\frac{3}{4}}$ poles to the beginning containing 90 acres more or less.

III Second Tract: Situated in the same Township, County and State. Part of Virginia Military Survey N^o. 5267.

Beginning in the original corner of the Survey being a hickory, ash, and sugar (hickory gone); thence $81^{\circ} - 5'$ - N. $114^{\frac{1}{2}}$ poles to a stone: thence S. $9^{\circ} - 55'$ - E. $124^{\frac{1}{2}}$ poles to a stone from which bears $84^{\circ} - 30'$ - N. 13 links: thence N. $80^{\circ} - 30'$ - E. 116 poles to a stone in the east line of Survey N^o. 2991: thence N. 124 poles to the beginning containing 90 acres more or less.

III Third Tract: Situated in the same Township, County and State. Part of Virginia Military Survey N^o. 2991.

Being the north half of the following premises, viz:

Beginning at an ironwood, elm and two sugars thence west 58 poles to a sugar, beech and ash: thence S. 10° - E. $82^{\frac{2}{3}}$ poles to 3 beches: thence E. 58 poles to 2 sugars and a beech: thence - $82^{\frac{2}{3}}$ poles to the beginning, containing 30 acres more or less, and being the same known as the Christian Adams farm.

IV Fourth Tract: Situated in the same Township, County and State. Part of Virginia Military Survey N^o. 2991.

Beginning at a stake and stone in the east line of Henry Fox's land and north-west corner of a tract of land belonging to the heirs of Amos Beach (Junior) deceased: thence N. $7^{\frac{1}{2}}$ - N. 93 poles and 1 link (the east line of Henry Fox's land) to a stake and stone: thence N. $82^{\frac{1}{2}}$ - E. $58^{\frac{1}{2}}$ poles to a stake and stone: thence S. $7^{\frac{1}{2}}$ - E. 93 poles and 1 link to a beech in the north line of the land belonging to the heirs of Amos Beach (Junior) deceased: thence S. $82^{\frac{1}{2}}$ - N. $58^{\frac{1}{2}}$ poles to the beginning containing thirty-three $\frac{3}{4}$ ($33^{\frac{3}{4}}$) acres more or less.

V Fifth Tract: Situated in the same Township, County and State. Part of Virginia Military Survey N^o. 2991.

Beginning at a stone N.E. corner to a tract of 33 acres conveyed by A. H. Sherwood and wife to Jacob Fredrick: thence N. $82^{\frac{3}{4}}$ - E. $116^{\frac{1}{2}}$ poles to a stone in the center of a road north of Frankfort: thence with the center of said road S. 8° - E. $31^{\frac{2}{3}}$ poles to a stone: thence S. $82^{\frac{3}{4}}$ - N. $19^{\frac{1}{2}}$ poles to a stone: thence S. 8° - E. 10 poles to a stone: thence S. $82^{\frac{3}{4}}$ - N. $15^{\frac{1}{2}}$ poles to a stone: thence S. 8° - E. $13^{\frac{2}{3}}$ poles to a stone N.E. corner to James B. Norris's land: thence with his line S. $82^{\frac{3}{4}}$ - N. $81^{\frac{1}{3}}$ poles to a stone: thence N. 8° - N. $53^{\frac{2}{3}}$ poles to the place of beginning, containing 36 acres and 36 poles more or less.

Excepting therefrom 1 acre deeded by said Jacob Fredrick to the M. E. Church and 1 acre deeded to State South by said Fredrick.

VII Sixth Tract: Situated in the Township of Trenton, County of Delaware and State of Ohio. Beginning at a stone on a post set in the place of the old post stood in the center of the State road leading from Vans Valley to Centerville at the north-east corner of land belonging to David Pace; thence N. 2° E. 51^{7/10} poles along the center of said road to a legal corner set up by a post and brick; thence N. 88° N. 82^{15/10} poles along the S. line of David Pace's other land to a stone on a post in the west line of said lot; thence S. 2° N. 51^{7/10} poles along the N. line of said lot to a stone on a post; thence S. 88° E. 82^{15/10} poles along the first mentioned Pace land to the place of beginning containing twenty-six ²/₃ two-thirds (26²/₃) acres of land more or less.

Subject to said Dower estate, among the persons named herein, and in the following proportions, to wit: To Jacob W. Frederick one-fifth ($\frac{1}{5}$) part; to Rachel A. Pickett, one-fifth ($\frac{1}{5}$) part; to Sarah C. Baker one-fifth ($\frac{1}{5}$) part; to John W. Frederick one-thirty-fifth ($\frac{1}{35}$) part; to Edward Frederick one-thirty-fifth ($\frac{1}{35}$) part; to Ann Frederick one-thirty-fifth ($\frac{1}{35}$) part; to Henry Frederick one-thirty-fifth ($\frac{1}{35}$) part; to Frank Frederick one-thirty-fifth ($\frac{1}{35}$) part; to Amy Frederick one-thirty-fifth ($\frac{1}{35}$) part; to Charles Frederick one-thirty-fifth ($\frac{1}{35}$) part; to Anna Kent one-twenty-fifth ($\frac{1}{25}$) part; to Mary Rowe one-twenty-fifth ($\frac{1}{25}$) part; to Frank Hensel one-twenty-fifth ($\frac{1}{25}$) part; to Martha Hensel one-twenty-fifth ($\frac{1}{25}$) part; to Forest Hensel one-twenty-fifth ($\frac{1}{25}$) part.

And if, in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same both subject to, and also free from the dower of the said Mary A. Frederick 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 Jacob W. Frederick is plaintiff and Mary A. Frederick et al are defendants; and that your proceedings in the premises you distinctly certify, under your hand, to our said Court forthwith.

(Seal) Witness my name and the seal of the Court of Common Pleas, at the Court House in Marysville, this 27th day of March A. D. 1894.

R. M. Leroy, Clerk.

Sheriff's Return 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 of Partition and Dower, I have executed the same by the oaths of A. S. Mowry, George Deasure and Cliff H. Seely, causing

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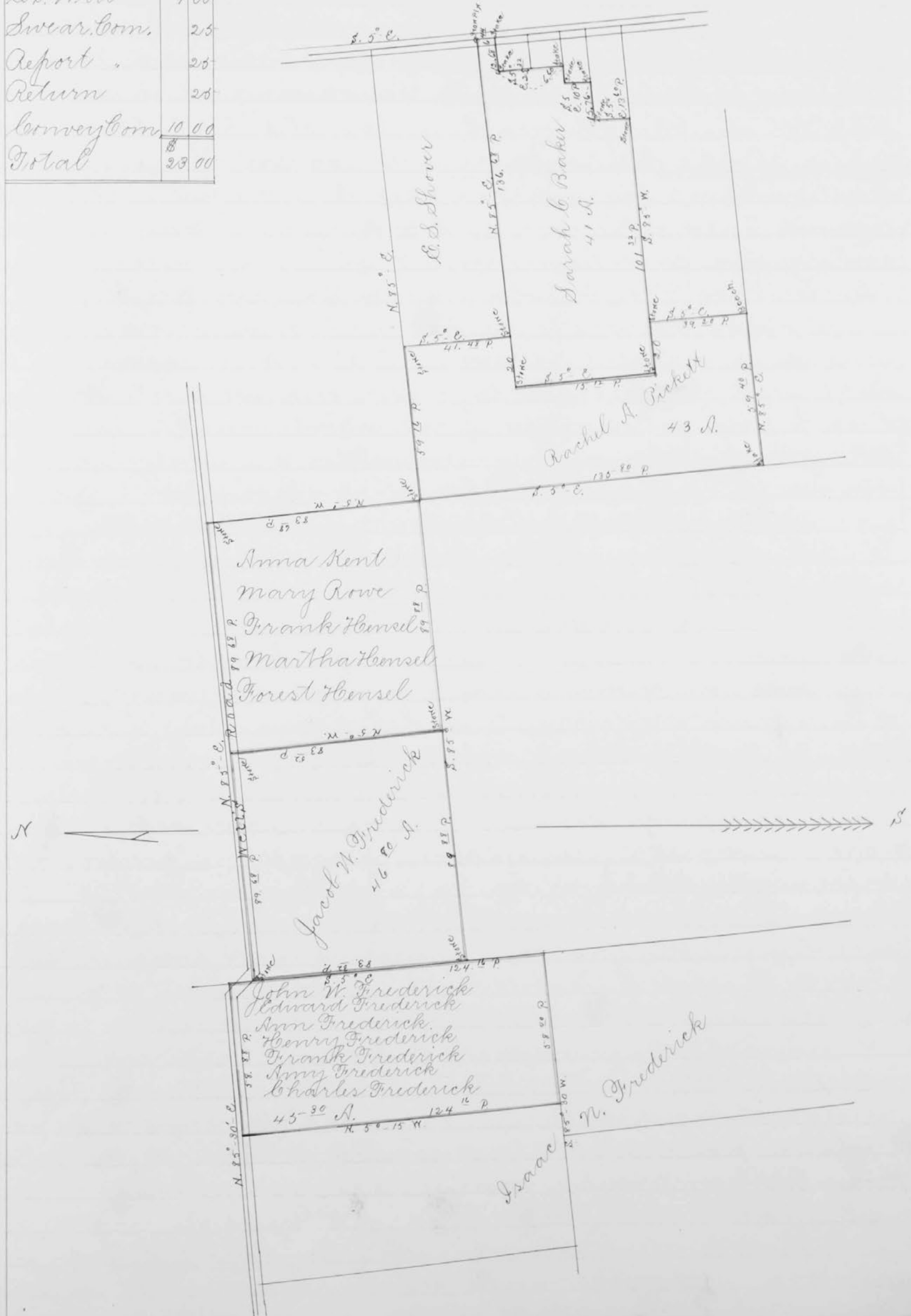
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Dower to be assigned to Mary A. Frederick widow of
 Jacob Frederick, deceased, and partition to be made of the
 premises in said writ described; all of which will more
 fully appear by reference to the report of the said
 Commissioners herewith returned.

Given under my hand this 24th day of April
 Wm G. Snodgrass.

A. D. 1894.

Service	25
Mileage	10 00
Ex. Writ	1 00
Swear. Com.	25
Report	25
Return	25
Convey Com.	10 00
Total	23 00



Comm.
Report.Jacob N. Frederick
vs.
Mary A. Frederick et al.Commissioners Report,
Union County, ss.
Court of Common Pleas
In Partition & Dower.

According to the command of the Writ of Partition and Dower in this case issued and on call of the Sheriff of said County, we the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, do set off and assign to the said Mary A. Frederick as her dower estate in the said lands, in said petition described, the following tract to-wit: Situate in the State of Ohio, County of Delaware and Township of Trenton and described as beginning at a stone and a post set in the place where the old post stood, in the center of the State road leading from Vans Valley to Centerville at the northeast corner of lands belonging to David Pace; thence N. 2° E. 51 ⁷/₁₆ poles along the center of said road to a legal corner set up by a post and brick; thence N. 88° N. 82 ¹⁵/₁₆ poles along the south line of David Pace's other lands to a stone or a post in the west line of said lots; thence S. 2° N. 51 ⁷/₁₆ poles along the west line of said lot to a stone or a post; thence S. 88° E. 82 ¹⁵/₁₆ poles along the first mentioned Pace lands to the place of beginning containing twenty-six ²/₃ two thirds (26 ²/₃) acres of land more or less.

To have and to hold the said tract or parcel of land to the said Mary A. Frederick for and during her natural life and after her death the same is to be held by the said heirs of Jacob Frederick deceased as tenants in common. And in addition thereto we do set off and assign to her as and for her reasonable dower out of the rents and profits of the remaining lands the sum of one hundred dollars (\$100⁰⁰) per annum, which sum is to be paid in annual installments during the natural life of the said Mary A. Frederick on or before the 15th day of April of each year. The first payment to be made April 15th, 1895.

Said installments of rents and profits to be paid as follows: By Jacob N. Frederick \$20⁰⁰ per annum;
By Rachel A. Pickett \$20⁰⁰ per annum;
By Sarah C. Baker \$20⁰⁰ per annum;
By John N. Frederick, Edward Frederick, Ann Frederick, Henry Frederick, Frank Frederick, Amy Frederick and Charles Frederick jointly \$20⁰⁰ per annum.
By Anna Kent, Mary Rowe, Frank Hensel, Martha Hensel & Forest Hensel jointly \$20⁰⁰ per annum.

We do set off and assign to Jacob N. Frederick Lot N^o 4 (subject to said dower) so much of said lands in the writ described as is contained within the

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following bounds: Situate in the State of Ohio, County of Union and Township of Jerome and part of Virginia Military Survey N^o: 2991 and described as beginning at a stone (witnessed by an ash, walnut and elm) in the west line of said Survey N^o: 2991 and northwest corner to Henry Fox's land; thence with the north line of said land N. 85° - E. 89 ⁵⁰/₁₀₀ poles to a stone; thence N. 5° - N. 83 ⁵⁰/₁₀₀ poles to a stone in the center of the Mill's road; thence with the center of said road S. 85° - N. 89 ⁵⁰/₁₀₀ poles to a stone (witnessed by two beeches and sugar tree) in the west line of said Survey N^o: 2991; thence with said line S. 5° - E. 83 ⁵⁰/₁₀₀ poles to the beginning containing 46 ⁵⁰/₁₀₀ acres more or less.

We do set off and assign to Rachel A. Pickett Lot N^o: 2 (subject to said dower) so much of said lands in the writ described as is contained within the following bounds: Situate in the State of Ohio, County of Union and Township of Jerome and part of Virginia Military Survey N^o: 2991 and described as beginning at a stone (witnessed by a sugar tree beech and ash) north-east corner to Henry Fox's land; thence with the east line of said land S. 5° - E. 135 ⁵⁰/₁₀₀ poles to a stake corner to lands of B. H. Pickett's heirs; thence N. 85° - E. 59 ⁵⁰/₁₀₀ poles to a beech corner to J. B. Norris's land; thence N. 5° - N. 39 ⁵⁰/₁₀₀ poles to a stone; thence S. 85° - N. 20 ⁵⁰/₁₀₀ poles to a stone; thence N. 5° - N. 55 ⁵⁰/₁₀₀ poles to a stone; thence N. 85° - E. 20 poles to a stone at the southwest corner of E. S. Shover's land; thence N. 5° - N. 41 ⁵⁰/₁₀₀ poles to a stone; thence S. 85° - N. 59 ⁵⁰/₁₀₀ poles to the beginning, containing 43 acres, more or less.

We do set off and assign to Sarah C. Baker Lot N^o: 1 (subject to said dower) so much of said lands in the writ described as is contained within the following bounds: Situate in the State of Ohio, County of Union and Township of Jerome and part of Virginia Military Survey N^o: 2991 and described as beginning at a stone and iron pin in the east line of said Survey N^o: 2991 and south-east corner to E. S. Shover's land; thence with the south line of said land and passing the southwest corner of the same S. 85° - N. 136 ⁵⁰/₁₀₀ poles to a stone; thence S. 5° - E. 55 ⁵⁰/₁₀₀ poles to a stone; thence N. 85° - E. 101 ⁵⁰/₁₀₀ poles to a stone southwest of S. G. Hayland's land; thence N. 5° - N. 13 ⁵⁰/₁₀₀ poles to a stone; thence N. 85° - E. 15 ⁵⁰/₁₀₀ poles to a stone; thence N. 5° - N. 10 poles to a stone; thence N. 85° - E. 6 ⁵⁰/₁₀₀ poles to a stake; thence N. 5° - N. 25 ⁵⁰/₁₀₀ poles to a stake; thence N. 85° - E. 12 ⁵⁰/₁₀₀ poles to a stake in the east line of said Survey N^o: 2991; thence with said line N. 5° - N. 6 ⁵⁰/₁₀₀ poles to the beginning, con-

aining 41 acres more or less.

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We do set off and assign to John N. Frederick, Edward Frederick, Ann Frederick, Henry Frederick, Frank Frederick, Samy Frederick, and Charles Frederick as tenants in common Lot N^o 5 (subject to said dower) so much of said lands in the writ described as is contained within the following bounds: Situate in the State of Ohio, County of Union and Township of Jerome and part of Virginia Military Survey N^o 5 261 and described as beginning at a stone (witnessed by a hickory, ash and sugar tree) northeast corner to said Survey N^o 5 261 and on the west line of Survey N^o 2991; thence with said line S. 5° - E. 124^{1/2} poles to a stake a corner to the lands of J. N. Frederick's heirs; thence with a line of said land S. 85° - 30' N. 58 poles to a stake another corner to said land; thence N. 5° - 15' N. 124^{1/2} poles to a stake another corner to said land in the north line of said Survey N^o 5 261; thence with said line N. 85° - 30' E. 58^{5/8} poles to the beginning containing 45^{7/8} acres more or less.

We do set off and assign to Anna Kent, Mary Rowe, Frank Hensel, Martha Hensel and Forest Hensel as tenants in common Lot N^o 3 (subject to said dower) so much of said lands in the writ described as is contained within the following bounds: Situate in the State of Ohio, County of Union, and Township of Jerome and part of Virginia Military Survey N^o 2991 and described as beginning at a stone (witnessed by a sugar tree, beech and ash) north-east corner to Henry Fox's land; thence with the north line of said land S. 85° - N. 89^{5/8} poles to a stone; thence N. 5° - N. 83^{5/8} poles to a stone in the center of the Wells road; thence with the center of said road N. 85° - E. 89^{5/8} poles to a stone (witnessed by a beech, dogwood and ironwood); thence S. 5° - E. 83^{5/8} poles to the beginning containing 46^{5/8} acres more or less.

Given under our hands this 16th day of April A.D. 1894.

Commissioners { A. S. Mowry
George Deasure
Cliff H. Seely

Afterward, on the 25th day of April A.D. 1894, an Entry was made on the Journal by the Clerk of Court, Jacob N. Frederick

Entry 6663.

Mary A. Frederick et al.

Journal 17, Page 20.

This day this cause came on for hearing upon the return of the Sheriff and the report of the

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Commissioners heretofore appointed herein, and the same having been examined by the Court, and found in all respects correct and in conformity to law and the former orders of this Court, the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said Mary A. Frederick have and possess the lands so assigned to her, as and for her reasonable dower in said premises, and that said heirs pay to said Mary A. Frederick as of the rents and profits of the remainder of said real estate the sums, and at the times stated in said report; and that the other said parties hold in severally the parts and premises so set off and assigned to each respectively.

And the Clerk is hereby directed to have so much of this decree, as will show the transfer of title to the several parties, put upon record in the Office of the Recorder of this County.

And it is further ordered that the costs of this action, including a counsel fee of \$169.⁵¹ to John M. Brodrick, Attorney, for services herein, taxed at \$-- be paid in equal proportions, by said several defendants, except said Mary A. Frederick, in the relative proportions of their estate.

Attest
R M Crony
Clerk

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

Be it remembered that, heretofore, to wit, on the 25th day of April, A. D. 1894, the following Petition, Answer, Entry upon Cognovit Note was filed in the Clerks Office of the said Court of Common Pleas, to wit:

The State of Ohio,
Union County, ss: In the Court of Common Pleas,
Petition Jacob Brubaker, Plaintiff

vs.
Harriett C. Smodgrass, & John F. Smodgrass
Defendant.

Petition

6720

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The plaintiff says that his action is founded upon a promissory note, of which the following is a copy, with all the credits and indorsements thereon:

" \$13500.00 2/23/93. One day after date for value received we promise to pay to the order of Jacob Brubaker Thirteen thousand five hundred dollars with interest at the rate of 7 per centum per annum at --

" 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.

Harriet C. Snodgrass
John F. Snodgrass.

And we hereby authorize any Attorney-at-Law to appear for us in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against us and confess judgment in favor of the legal holder of the above against us for the amount that may be due, with interest at the rate therein mentioned, and costs of suit; and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals.

Harriet C. Snodgrass
John F. Snodgrass.

There is due to plaintiff from the defendants on said note the sum of Thirteen thousand five hundred \$13500.00 dollars which he claims with interest from the 2^d day of February A.D. 1893, at 7 per cent. per annum and for which, with costs of suit, he asks judgment against the defendant.

F. J. Arthur, Attorney for Plaintiff.

The State of Ohio,
Union County, ss:

Jacob Brubaker being sworn, says that he is the owner of the note above described and that the facts stated and allegations in said petition are, as affiant believes, true.

J. Brubaker.

Sworn to before me, and signed in my presence this 25th day of April A.D. 1894.

Jacob Brubaker, Plaintiff

vs
Harriet C. Snodgrass
John F. Snodgrass, Defendants

Court of Common Pleas,
Union County, Ohio.

The defendants Harriet C. Snodgrass, and John F.

Answer

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Snodgrass by John M. Brodrick Attorney, and an Attorney-at-Law of record in this Court, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note, with the accompanying Warrant of Attorney, is produced and shown to the Court, and filed herewith, now come and waive the issuing and service of process in this action, and hereby enter their appearance herein; and said defendant by John M. Brodrick said Attorney duly authorized, as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of plaintiff herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the plaintiff on the said note in manner and form as the plaintiff has in his petition set forth, and that the amount due upon said indebtedness at this day is the sum of Thirteen thousand five hundred (\$13500.⁰⁰) dollars, bearing interest at 7 per cent. per annum, and therefore, for that sum with interest from February 23^d 1893 at 7 per cent. per annum and accruing costs they confess judgment in favor of the plaintiff and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions and writs of error therein.

John M. Brodrick,
Attorney for Defendant.

Journal 17, Page 21.

Entry
6720
Jacob Brubaker
vs.
Harriet C. Snodgrass,
John F. Snodgrass

This day came the plaintiff by J. J. Arthur, Attorney, and filed his petition against said defendants and thereupon John M. Brodrick an Attorney at Law of this Court, by virtue of a Warrant of Attorney for that purpose, duly executed by said defendant now produced in open Court, proven shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said defendant, waived the issuing and service of process, entered the appearance of said defendant herein, and acknowledging that said defendant did owe and was indebted unto the plaintiff as he has in his petition alleged by virtue of said Warrant of Attorney, confessed that there was due from said defendant to said plaintiff, on said indebtedness, the sum of \$14602.⁵⁰ bearing interest at 7 per cent. per annum, and that said plaintiff ought to recover of said defendant a judgment for that sum.

It is therefore consid-

ered by the Court here that the said Jacob Bombaker plaintiff do recover of the said Harriet C. Snodgrass and John F. Snodgrass, defendant the sum of \$14602.³⁰ so confessed, as aforesaid, with interest from April 25th at 7 per cent. per annum, and also costs in this behalf expended taxed to \$--- and by virtue of said Warrant of Attorney all errors in this action, judgment and proceeding, and all proceedings, petitions and writs of error thereon, are by said defendant waived and released.

Attest
R M Lowry
Clerk

Cleas 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 9th day of April in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that, heretofore, to wit, on the 21st day of April A. D. 1894, The Farmers Bank filed in the Clerk's Office of the said Court of Common Pleas the following Petition against George Connor et al.

The Farmers Bank of
Marysville, Ohio, Plaintiff

vs
George Connor, Lillian
Connor, M. Hopkins
The Connecticut Mutual Life
Insurance Company, Defendants

To the Court of Common Pleas
Union County, Ohio.

The plaintiff says it is an incorporated banking company duly incorporated under the laws of Ohio. On the 7th day of January 1892 the defendants George Connor and M. Hopkins executed and delivered to the plaintiff their certain promissory note of that date with Warrant of Attorney duly attached a true copy of which note and Warrant of Attorney is hereto attached marked "Exhibit A." and made part hereof and thereby promised to pay to plaintiff or order the sum of One thousand dollars in six months from date with 8% interest after due the interest payable annually. The following payments of interest have been made on said note, to wit: Interest paid to January 7th, 1894. There are no other payments on said note and there is due thereon the sum of One thousand dollars with interest from

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the 7th day of January 1894. For which sum and interest the plaintiff is entitled to judgment.

Second Cause of Action: On the 7th day of January 1892 the defendants George Connor and W. Hopkins executed and delivered to the plaintiff their promissory note of that date, with Warrant of Attorney attached, a copy of which note and Warrant is hereto attached marked "B" and made part hereof and thereby promised to pay plaintiff or order the sum of five hundred and sixty nine $\frac{3}{4}$ $\frac{2}{100}$ dollars in six months thereafter with 8 $\frac{1}{2}$ per cent. interest payable annually after said note become due.

The interest on said note has been paid to January 7th, 1894, and a payment of sixty dollars and twenty cents was paid on said note on the 13th day of January 1894, leaving a balance due plaintiff from said defendant George Connor and W. Hopkins of five hundred and nine $\frac{3}{4}$ $\frac{2}{100}$ dollars with interest from January 7th, 1894 for which plaintiff is entitled to judgment.

Third: On said 7th day of January 1892 the defendants George Connor and his wife the said Lillian Connor to secure the payment of said notes executed and delivered to the plaintiff their mortgage deed of that date and thereby conveyed to said plaintiff, and its successors and assigns forever the following described real estate, to wit: Situate in the County of Union in the State of Ohio, in the Township of Mill Creek in Survey N^o: 1394 and bounded and described as follows: "Beginning at a stake in the north line of said Survey in the center of a fifty acre lot sold to David Baughman; thence N. 83^o 30' E. 273 $\frac{2}{100}$ poles to a stake corner to a tract of land sold by John C. Rogers to Joseph Cole; thence S. 11^o 15' E. 105 poles to a stake in the north line of land formerly owned by Sherwood; thence S. 81^o 30' N. 273 $\frac{2}{100}$ poles to a stake corner to land formerly owned by Baughman; thence in a northeasterly direction to the place of beginning.

Also the following tract, part of Survey N^o: 2956 bounded and described as follows: "Beginning at the southeast corner of Luther Liggett's and in the south line of said Survey; thence with the Survey line N. 81^o E. 45 poles to a sycamore stump and stone; thence N. 10^o N. 10^o poles to a stake; thence S. 81^o N. 45 poles to a stake in the center of the road; thence S. 10^o E. 10 $\frac{3}{4}$ poles to the place of beginning containing in all 183 acres of land more or less.

The said mortgage was subject to the condition that if the notes described in the first and second cause in this petition were paid when due then said mortgage was to be void otherwise to be in full

force and effect. On the 15th day of January 1892 said mortgage was left with the Recorder of said County for record and was by him thereafter recorded in Book N^o. 31 on Page 196 of the Mortgage Records of said County.

Said mortgage has become absolute and the condition therein contained has been broken. There is still due and unpaid upon the notes secured by said mortgage the sum of fifteen hundred and nine and $\frac{27}{100}$ dollars with interest at 8 per cent. from January 7th 1894.

Fourth Cause of Action: The plaintiff for a fourth cause of action says that to further secure the payment of the notes described in the first and second causes of action herein, the said George Connor on the 8th day of September 1893 executed and delivered to the plaintiff his chattel mortgage of that date, and by it sold, assigned and set over to the plaintiff the following personal property, to wit: One roan horse about 4 years old; One six year old bay mare and colt by her side; one seven year old bay mare and colt by her side; one yearling gray horse colt; one yearling bay mare colt; one black yearling mare; one light bay mare about 9 years old; four milch cows; two heifers; 70 head of breeding ewes and 50 head of lambs.

Said plaintiff by its agent and cashier duly made oath to said mortgage showing the amount due thereon and that it was unpaid and that said mortgage was taken in good faith, and said mortgage so verified was on the 8th day of September 1893 filed with the Township Clerk of Millcreek Township in said County, it being the place of residence of said George Connor.

It was provided in said mortgage that plaintiff could, any time after the notes secured by said mortgage become due, enter upon the premises of said George Connor with or without process and take away said property and sell the same at public or private sale and apply the proceeds to the payment of said notes &c. Said chattel mortgage has become absolute by the failure to pay said notes as herein set forth, there being still due and unpaid upon said notes the sum of \$1509 $\frac{27}{100}$ with 8% interest from January 7th 1894.

The defendant The Connecticut Mutual Life Insurance Company claims some lien upon said premises and it is made a party defendant and required to set up its lien if any it has or be forever barred as its right to said lien is hereby desired.

The plaintiff prays for judgment against said George Connor and M. Hopkins in the sum of fifteen hundred and nine $\frac{27}{100}$ dollars with interest at 8% from the 7th day of January 1894, and that execution may issue thereon and prays that said mortgage described in

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the Third Cause of Action hereof may be foreclosed and the lands described therein sold free of the dower of Lillie Connor and the proceeds applied to the payment of said judgment so to be rendered, being said mortgage indebtedness, and prays that the matter of the alleged lien of said Connecticut Mutual Life Insurance Company may be determined and plaintiffs lien adjudged to be prior thereto, and prays that the personal property mentioned in said chattel mortgage and described lien may be sold under order of this Court and the proceeds applied to the payment of said mortgage indebtedness and for all such other and further relief as may be equitable and the nature of the case require.

J. L. Cameron, Attorney for Plaintiff.

The State of Ohio,
Union County, ss: |

J. L. Cameron being sworn says he is the Attorney for the plaintiff duly authorized. That said plaintiff is a corporation and the facts stated herein are within the personal knowledge of affiant and all the facts stated in this petition are true as affiant verily believes.

J. L. Cameron.

Sworn to before me and signed in my presence
this 21st day of April 1894.

A. M. Leroy, Clerk of Court.

Exhibit
"A."

Marysville, Ohio, January 7th, 1892
1000.00 Six months after date, as principal debtors, we jointly and severally promise to pay to The Farmers Bank, or order, at its office in Marysville, One thousand dollars for value received.

And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note with eight per cent. interest payable annually after the same shall become due, together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and Seals this 7th day of January 1894.
Geo. Connor,
M. Hopkins.

Endorsed:

Interest paid to January 7th, 1893.
Interest paid to July 7th, 1893, This 1/14-93.
Interest paid to January 7th, 194, This 11/8/93.

July 25th, 1892, I consent to extension of time and payment of interest on this note. M. Hopkins.

Jan'y 13th, 1893, I consent to extension of time and payment of interest on the within note, M. Hopkins.

Exhibit
"B."

Marysville, Ohio, Jan'y 7th, 1892,

8569⁴⁴ Six months after date, as principal debtors we jointly and severally promise to pay The Farmers Bank for order, at its office in Marysville Five hundred and sixty nine ²⁰/₁₀₀ dollars for value received.

And we hereby dispense with the demand of payment of this note, and authorize any attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us or either of us, in favor of the holder or holders of this note, for the amount of said note, with eight per cent. interest payable annually after the same shall become due, together with costs of suits and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this --- day of --- 189- George Connor, M. Hopkins.

Endorsed: Interest paid on the within note to Jan'y, 7th 1893.

Interest paid to July 7th, 1893 This 1/14/93.

I consent to extension of time and payment of interest on this note. M. Hopkins.

Jan'y 13th, 1893.

I consent to extension of time and payment of interest on the within note, M. Hopkins.

Interest paid to Jan'y, 7th, 1894.

Paid Sixty ²⁰/₁₀₀ dollars by W^m Tossy, Jan'y, 13th, 1894.

For Answer in Cognovit (See Page 127)

Afterward, on the 23rd day of April A.D. 1894, an Entry was made on said Journal by the Clerk of said Court. The Farmers Bank of Marysville, Ohio

vs.
George Connor and M. Hopkins et al.

Journal 17, Page 15.

This day came the plaintiff, by its attorney, also appeared in open Court, for and on behalf of said defendant N. W. Merchant an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the notes attached to the petition in said cause, shown to have been duly executed by said defendants George Connor and M. Hopkins, entered the appearance of said defendants George Connor and M. Hopkins and waived the issuing and service of process in this

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action against them, and confessed a judgment on said notes against said defendants George Connor and M. Hopkins and in favor of said plaintiff, for fifteen hundred and forty three dollars and 75-cents, being the amount of the principal and interest due on said notes, and released and waived all errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants George Connor & M. Hopkins the sum of fifteen hundred and forty-three dollars and 75-cents being the amount of said notes with interest to this date, said judgment to bear 5 per cent. from this date.

Answer The State of Ohio,
Union County, ss.

6718 The Farmers Bank of
Marysville, Ohio.
vs.
George Connor,
M. Hopkins et al

In the Court of Common Pleas.

By virtue of the warrants of Attorney annexed to and mentioned in the petition in the above entitled case, I, an Attorney at

Law in the several Courts of Record of this State, do hereby enter an appearance for said defendants George Connor and M. Hopkins in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff against said George Connor and M. Hopkins on said notes for the sum of fifteen hundred and forty-three $\frac{3}{4}$ $\frac{75}{100}$ dollars (\$1543. $\frac{75}{100}$) being the amount appearing due for principal and interest on said notes and also by virtue of the same warrants of Attorney I do hereby release and waive and release all errors and waive all right of appeal in this behalf.

H. N. Merchant, Attorney for
George Connor & M. Hopkins.

Filed April 23, 1894.

Afterward, on the 5th day of May A.D. 1894, an Entry was made on the Journal by the Clerk of said Court, The Farmers Bank

Entry vs.
George Connor et al

6718 This case is dismissed as to all matters, except the judgment on cognovit.

Attest
R M Lroy
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 9th day
of April in the year of our Lord one thousand eight
hundred and ninety-four.

Be it remembered that, heretofore, to wit, on the 29th
day of March A.D. 1894, W. N. Merchant, Guardian filed
in the Clerk's Office of the said Court of Common Pleas
the following Petition against Newt. B. Liggett Admr. et al.
William N. Merchant, Guardian of
Charles E. & Lewis A. Lemay, minors
Plaintiff.

Petition

6701

Newt. B. Liggett as Administrator of
Luther Liggett, Deceased, James N.
Robinson as Executor of Nelson P.
Thompson, Deceased, John F.
Bennett as Administrator of
John C. Price, Deceased. Defendants

Common Pleas Court
Union County, Ohio.

Now comes the said William N. Merchant Guardian
of Charles E. and Lewis A. Lemay and for cause
of action says: That he is the duly appointed and
qualified Guardian of the estates of said Charles E.
Lemay and Lewis A. Lemay, minors, by letters of guard-
ianship from the Probate Court of Union County, Ohio.

That the defendant Newt B. Liggett is the duly
appointed Administrator of the estate of Luther
Liggett, deceased, by letters of administration from the
Probate Court of said County of Union.

That James N. Robinson is the duly appointed
and qualified Executor of the estate of Nelson P.
Thompson by letters testamentary from the Probate
Court of said County of Union.

That the said John F. Bennett is the duly ap-
pointed and qualified Administrator of the estate of
John C. Price, deceased, by letters of administration from
the Probate Court of said County of Union.

Plaintiff further says: that the said Luther
Liggett, deceased, on or about the 29th day of July A.D.
1890, was duly appointed and qualified by letters of
guardianship from the Probate Court of said County
of Union as guardian of the estate of the said Charles
E. Lemay and Lewis A. Lemay, minors, and that he
duly entered upon and exercised said trust.

And that on said date aforesaid the 29th of July
A.D. 1890, the said Luther Liggett and the said Nelson
P. Thompson, deceased, and the said John C. Price, de-
ceased at the said Probate Court in said County of
Union aforesaid, by their certain writing obligatory of

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that date acknowledged themselves to be held and firmly bound unto the State of Ohio, in the sum of One thousand and fifty (\$1050.⁰⁰) dollars, which said writing obligatory was subject to a certain condition thereunder written whereby it was provided that: "Whereas, the above bound Luther Liggett has this day been appointed by the Probate Court of Union County, Ohio, Guardian of the estate of Charles E. Lemay and Lewis A. Lemay, minor children of --- Lemay, deceased, late of Logan County, Ohio, which appointment the said Luther Liggett has accepted. Now if the said Luther Liggett shall faithfully discharge all his duties as such guardian as is required by law then the above obligation to be void, otherwise to remain in full force."

A copy of said Guardians Bond is hereto attached and made a part of this petition, marked "Exhibit A."

And the said plaintiff further says that afterward the said Luther Liggett Guardian entered upon the trust of said guardianship and a large amount of money came to his hands as such trustee and that afterward, to wit, on the 4th day of March A.D. 1893, the said Newt E. Liggett as Administrator of the estate of Luther Liggett, deceased, settled in the Probate Court of said County the accounts of the guardianship of the said Luther Liggett as guardian of the said Charles E. Lemay and Lewis A. Lemay, and there was then found by the consideration of said Court the sum of five hundred and fifty-two ⁷¹/₁₀₀ ⁵²/₁₀₀ (\$550.⁵²) dollars in the hands of the said Luther Liggett and which the said Newt E. Liggett as such Administrator as aforesaid was adjudged to pay over according to law.

And the said plaintiff further says that he as such guardian as aforesaid is entitled to receive from the said Newt E. Liggett Administrator of the said Luther Liggett, deceased, the said sum of money

That the estate of the said Luther Liggett is wholly insolvent and that there is no funds in the hands of the said Newt E. Liggett as such Administrator to pay said amount so found due from said trust fund by the Court.

That the said Luther Liggett as guardian of said Charles E. and Lewis A. Lemay wasted and misapplied said trust fund and that he applied it to his own use and that his said Administrator the said Newt E. Liggett has no money or funds in his hands to pay said claim.

That this said plaintiff demanded of him the payment said amount on the 4th day of August, 1893 but said Administrator failed to pay it and has not

yet paid it, whereby an action hath accrued to this said plaintiff on the said writing obligatory, as the bond of the said parties defendant.

Wherefore the said plaintiff prays judgment against the said Newt E. Biggett, Administrator of Luther Biggett, deceased, James W. Robinson as Executor of Nelson P. Thompson, deceased and John Foster Bennett as Administrator of John C. Price deceased, for the sum of five hundred and fifty-two $\frac{2}{4}$ $\frac{59}{100}$ (\$552⁵⁹) dollars with interest from the 4th day of March 1893, and for costs.

W. W. Merchant,

Attorney for Plaintiff.

State of Ohio,
Union County, ss.

William W. Merchant, Guardian of Charles E. Lemay and Lewis A. Lemay, minors, being first duly sworn says the facts stated and allegations made in the foregoing petition are true as he verily believes.

William W. Merchant,

Sworn to before me and by affiant subscribed in my presence this 29th day of March 1894.

(Seal)

R. M. Crony, Clerk of Court

Guardian's Bond.

Know all men by these presents: That we, Luther Biggett, John C. Price and N. P. Thompson are held and firmly bound unto the State of Ohio, in the sum of One thousand dollars, for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our Seals and dated at Marysville, Ohio, this 29th day of July A. D. 1890.

The condition of the above obligation is such, that whereas, the above bound Luther Biggett has this day been appointed by the Probate Court of Union County Ohio, guardian of the persons and estate of Charles E. Lemay and Lewis Lemay, minor children of --- Lemay deceased, late of Logan County, Ohio, which appointment the said Luther Biggett has accepted.

Now, if the said Luther Biggett shall faithfully discharge all duties as such guardian, as is required by law, then the obligation to be void, otherwise to remain in full force.

N^o: 3749.

Luther Biggett
John C. Price
N. P. Thompson

Seal
Seal
Seal

This Bond approved in open Court, this 29th day of July 1890.

The State of Ohio
Union County, ss.:

Leonidas Piper,
Probate Judge.

I, Luther Biggett, Guardian of Charles E. Lemay and Lewis Lemay, minors, do solemnly swear affirm that I will faithfully and honestly discharge the duties

Exhibit
"A."

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devolving upon me as such guardian, as I will answer to God.

Sworn to before me, and signed in my presence, this 29th day of July A.D. 1890.

The State of Ohio,
Union County, ss: |

Luther Liggett
Leonidas Piper,
Probate Judge.

I, James M^o Campbell, sole Judge and ex-officio Clerk of the Probate Court within and for the County of Union do hereby certify that the foregoing is a true copy of the Bond of Luther Liggett as Guardian of the persons and estate of Charles C. Lemay and Lewis Lemay, as said Bond remains of record in said Court at Vol. N^o 4 Page 70 of Record of Guardians Bonds and Letters now in my custody.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Court at Marysville, Ohio, this 29th day of March A.D. 1894.

James M^o Campbell, Judge
Ex-Officio Clerk of Probate Court
Union County, Ohio.

I hereby waive the issuing and service of Summons and voluntarily enter my appearance in the above action and waive all questions of time.

J. W. Robinson, Executor of the Will of N. P. Thompson.
John F. Bennett, Admr. of Estate of John C. Price, Deceased.
By John M. Brodrick, his Attorney.
Newt. C. Liggett, Admr. Luther Liggett.

Afterward, on the 10th day of April A.D. 1894, an Entry was made on the Journal by the Clerk of said Court, William N. Merchant, Guard.

Journal 17, Page 3.

Newt. C. Liggett, Admr. et al

This cause coming now to be heard upon the petition and the evidence, and the defendants each 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 five hundred and eighty-nine and ⁴⁰/₁₀₀ (\$589.⁴⁰) dollars. And the Court further find that the said Luther Liggett, deceased, is principal on said Bond and that the said Nelson P. Thompson, deceased, and John C. Price, deceased, are sureties on said Bond.

It is therefore considered and adjudged by the Court that the plaintiff William N. Merchant as Guardian of Charles C. and Lewis A. Lemay recover from the defendants Newt. C. Liggett as Administrator of Luther Liggett, James W. Robinson as Executor of Nelson P. Thompson and John F. Bennett as Administrator of John C. Price, the

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said sum of five hundred and eighty-nine $\frac{70}{100}$ (\$589.⁷⁰) dollars and his costs herein expended & ---

And it is further found by the Court that there is one hundred and four (\$104.⁰⁰) dollars in the hands of C. S. Chapman, James Roney and Nathan Howard as trustees of Luther Diggitt and which amount said trustees are ordered to pay over to said plaintiff to be applied on said judgment against the said Luther Diggitt deceased, Nelson P. Thompson and John C. Price, deceased.

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-four.

Be it remembered that, heretofore, to wit, on the 3rd day of March A. D. 1894 William L. Sanders filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Minnie Lee et al. to wit:

William L. Sanders, Plaintiff
 vs.
 Minnie Lee, Irene Farmum^{2nd}
 William Farmum, Lizzie Carey^{2d}
 John Carey her husband, Defendants

Court of Common Pleas,
 Union County, Ohio.

Your petitioner William L. Sanders, of Union County and State of Ohio, respectfully represent to the Court and says that this plaintiff together with the said Minnie Lee and Irene Farmum of Prospect Marion County, Ohio, and Lizzie Carey of Madison County, Ohio, defendants are seized of an estate as tenants in common in the following lands and tenements, Situate in the County of Union State of Ohio, Township of Luesburg, Survey N^o: 5506, and bounded and described as follows: Beginning at three beeches at the south-west corner to lot N^o: 13 of the subdivision of said Survey N^o: 5506: thence N. 10^o - W. 317 poles to a beech in the north line of said Survey 5506: thence with said line N. 80^o - E. 68 $\frac{36}{100}$ poles to a hym, ash and dog wood: thence S. 10^o - E. 117 poles to a stake and stone: thence N. 80^o - E. 72 poles to a cherry, beech and hym: thence S. 10^o - E. 200 poles to a beech, hickory and iron-wood south-

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east corner to said lot n^o 13 of the subdivision of said Survey; thence with the south line of said lot S. 80° N. 160 poles to the beginning containing 250 acres more or less except 45 acres in the south-east corner of said lot deeded to Sylvanus Belleville by deed dated - - - 1893 and recorded in Vol. - - Page - - and leaving a balance of about 207 acres more or less.

Your petitioner further represents that he has an estate of inheritance in fee simple in the said premises being two equal undivided two-fifths (2/5) parts thereof. That the said Minnie Lee has an estate of inheritance in the said premises being the equal undivided one-fifth (1/5) part and that the defendants Irene Farnum and Lizzie Carey have each an estate of inheritance in the said premises, being each one equal undivided one-fifth (1/5) part thereof.

That there are no lessees or estates of dower on said lands, and your petitioner desiring to hold his said interest in severally prays that your petitioner's interest in said premises may be set off to him in severally, and if the same cannot be done without manifest injury then that said premises be sold or other order taken pursuant to the Statute in such case made and provided.

N. W. Merchant,

Attorney for Plaintiff.

State of Ohio
Union County, ss.

William L. Sanders being first duly sworn says that the facts stated and allegations made in his foregoing petition are true as he verily believes
William L. Sanders.

Sworn to before me and by the said affiant subscribed in my presence this 3^d day of March A. D. 1894. (Seal) R. M. Erory, Clerk of Court.

Craeife

To the Clerk:

Issue Summons for the defendant Minnie Lee and Irene Farnum and William Farnum to Sheriff of Marion County, Ohio and for Lizzie Carey and John Carey to Sheriff of Madison County, Ohio returnable according to law. Endorse: Action in Partition.

Filed March 3^d, 1894.

N. W. Merchant,
Attorney for Plaintiff.

Afterward, on the 3^d day of March A. D. 1894, a Summons was issued by the Clerk of said Court.

The State of Ohio,
Union County

To the Sheriff of Marion County:

You are hereby commanded, to notify Irene Farnum, William Farnum and Minnie Lee that they

have been sued by William L. Sanders in the Court of Common Pleas of Union County, and must answer by the 31st day of March A.D. 1894, 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 March A.D. 1894.

Witness my hand and the Seal of said Court, (Seal) This 3rd day of March A.D. 1894.

Endorsed: "Action for Partition." R. M. Crory, Clerk.

Sheriff's Return

And on the 12th 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:

6678.	Ser. Return	50	The State of Ohio,	Sheriff's Return
	Adl. Dfts.	30	Marion County	
	Mileage	1.92		
	Copy	54		
	Total	\$3.26		

Received this writ March 5th A.D. 1894 at 9 o'clock A.M. and served same March 10th 1894 by delivering a true and certified copy of this Summons with the endorsements thereon to the within named W^m H. Frannum and by leaving a copy as aforesaid at the usual place of residence of the within named Irene Frannum and Minnie Lee. S. B. Rice, Sheriff.

Summons

Afterward, on the 12th day of March A.D. 1894, a Summons was issued by the Clerk of said Court.

6678 The State of Ohio, Union County

To the Sheriff of Madison County: You are hereby commanded to notify Lizzie Cary and John Cary (impleaded with others), that they have been sued by William L. Sanders in the Court of Common Pleas of Union County, and must answer by the 14th day of April A.D. 1894, 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 March A.D. 1894.

Witness my hand and the Seal of said Court, (Seal) This 12th day of March A.D. 1894.

R. M. Crory, Clerk.

Endorsed: "Action for Partition."

And on the 26th 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:

Sheriff's Return

6678	Ser. Return	70	The State of Ohio	Sheriff's Return
	Mileage	3.20	Union County	
	Copy	50		
	Total	\$4.40		

Received this writ March 14th A.D. 1894, at 10 o'clock A.M. and served same by leaving at their usual place of residence a true copy of this writ with all the endorsements thereon (March 23rd, 1894) for each of the defendants. Scott Chenoweth, Sheriff.

Entry

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Entry
6678

Afterward, on the 16th day of April A. D. 1894, an entry was made on the Journal by the Clerk of said Court, William L. Sanders
vs.
Minnie Lee et al. | Journal 17, Page 7.

And now this cause coming on to be heard upon the petition and the evidence, the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition, and that they are in default for answer thereto.

Thereupon, the Court further find that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition; that the plaintiff William L. Sanders has a legal right to the two equal one-fifths parts thereof, the defendants Minnie Lee, Irene Gammum and Lizzie Carey have each a legal right to the one equal one-fifth part thereof; and that the plaintiff is entitled to have partition of said estate made, as prayed in his petition.

It is therefore ordered, adjudged, and decreed, that partition of said estate be made in favor of all parties in interest and that Leanson B. Harvey, John A. Taylor and Thomas M. Bramman three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

And it is ordered that a Writ of Partition issue to the Sheriff of Union County, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided, to each of the above named parties, the part and proportion of said estate to which they are severally above found entitled. And of his proceedings herein said Sheriff is ordered to make due return.

Approved: John A. Price, Judge.

Writ of Partition

Afterward, on the 16th day of April A. D. 1894, a Writ of Partition was issued by the Clerk of said Court. The State of Ohio,
Union County

To the Sheriff of said County Pursuant to an order of our said Court of Common Pleas within and for the said County, at the April Term A. D. 1894, in a civil action therein pending (for partition) wherein William L. Sanders is the plaintiff, and Minnie Lee et al the defendants, you are hereby commanded, that by the oaths of Leanson B. Harvey, John A. Taylor and Thomas Bramman 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 Leesburg Township and in the State of Ohio, and in Survey 5506: Beginning at three beeches at the south-west corner of lot N^o 13 of the subdivision of said Survey N^o 5506; thence N. 10° - N. 317 poles to a beech in the north line of said Survey 5506; thence with said line N. 80° - E. 68 ³/₄ poles to a hick, ash and dogwood; thence S. 10° - E. 117 poles to a stake and stone; thence N. 80° - E. 72 poles to a cherry, beech and hick; thence S. 10° - E. 200 poles to a beech, hickory and ironwood south-east corner to said lot N^o 13 of the subdivision of said Survey; thence with the south line of said lot S. 80° - N. 160 poles to the beginning containing 250 acres more or less.

Except 45 acres in the southeast corner of said lot deeded to Sylvanus Belville by deed dated --- 1893 and recorded in Vol. --- Page --- and leaving a balance of about 207 acres more or less.

Among the persons named herein, and in the following proportions, to wit:

- To William L. Sanders, two equal ¹/₃-part;
- To Mimmie Lee, one equal ¹/₃-part;
- To Irene Farnum, one equal ¹/₃-part;
- To Lizzie Carey, one equal ¹/₃-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 16th day of April A.D. 1894.
R. M^o Leroy, Clerk.

And on the 18th day of April A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Service	25
Mileage	1 28
Exp. Writ	1 00
Swear. Com.	25
Report	25
Return	25
Total	3 28
Comm Fees	6 00
Surveyor	18 00
Assistants	5 00

As commanded by the foregoing writ of Partition, I have executed the same by the paths of Lawson B. Harvey, John R. Taylors, Thos. M. Brannan, causing said partition to be made, as will appear by the report of the Commissioners herewith returned.

Given under my hand this 18th day of April A.D. 1894.
W^m G. Snodgrass, Sheriff.

Comm. Report

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Comm. Report

William L. Sanders vs. Minnie Lee et al.

Commissioners Report. Union County, ss:

Court of Common Pleas. In Partition.

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 the said William L. Sanders 78 acres off the north part of said tract (See Plat and Exhibit A hereto attached)

To the said Minnie Lee 38 acres adjoining said Sanders tract on the south (See Plat and Exhibit "B." hereto attached.

To the said Irene Tramm 40 acres adjoining said Lee's tract on the south (See Plat and Exhibit "C." hereto attached.)

To the said Lizzie Cary 51 acres off the south part of said tract and adjoining said Tramm's tract on the south (See Plat and Exhibit "D." hereto attached.)

Given under our hands this 18th day of April A. D. 1894.

Lawson B. Harvey
John R. Taylor
Thos. W. Brannon

Exhibit "A." William L. Sanders Tract.

State of Ohio, County of Union, Township of Leesburg, and part of Survey N^o: 5506, and described as follows:

Beginning at a stone and brick in the north line of said Survey and at a corner of Alva Vannatta's land thence with said Survey line north 84°-30' east 67.⁰⁰ poles to a stone and brick at the north-west corner of said Sanders land; thence with the west line of said land south 5° east 117 poles to a stone and brick at the south-west corner of said Sanders land; thence with the south line of said land and the lands of Thomas N. Kezart's north 83° east 94.⁰⁰ poles to a stone and brick; thence with the center of the Deeper and Kinkade public road south 5° east 30 poles to a stone and brick at the northeast corner of Minnie Lee's land; thence with the north line of said Lee's land south 85° west 161.⁰⁰ poles to a stone and tile in the east line of Hugh C. Moore's land; thence with the said line and the line of said Vannatta's land north 5° west 144.⁰⁰ poles to the place of beginning containing 78 acres more or less.

Exhibit "B." Minnie Lee's Tract.

State of Ohio, County of Union, Township of Leesburg and part of Survey N^o: 5506 and described as follows. Beginning at a stone and brick in the center of the Deeper and Kinkade public road and at the southeast corner of William L. Sanders land; thence

with the center of said public road south 5° -east 37° poles to a stone and brick at the northeast corner of Irene Trammis's land; thence with the north line of said lands south 85° -west 161° poles to a stone and brick in the east line of Sarah R. Kezart's land; thence with said east line and the east line of Hugh C. Moore's land north 5° -west 37° poles to a stone and brick at the southwest corner of said Sander's land; thence with the south line of said land north 85° -east 161° poles to the place of beginning containing 38 acres more or less.

Exhibit "C." Irene Trammis's tract.

State of Ohio, County of Union, Township of Leesburg and part of Survey N^o: 5506 and described as follows: Beginning at a stone and brick at the southeast corner of Minnie Lee's land and in the center of the Deeper and Kinkade public road; thence with the center of said road south 5° -east 39° poles to a stone and brick at the north-east corner of Lizzie Carey's land; thence with the north line of said land south 85° -west 161° poles to a stone and brick in the east line of James C. Fish's land; thence with said east line and the east line of Sarah R. Kezart's land north 5° -west 39° poles to a stone and brick at the south-west corner of said Lee's land; thence with the south line of said land north 85° -east 161° poles to the place of beginning containing 40 acres more or less.

Exhibit "D." Lizzie Carey's Tract.

State of Ohio, County of Union, Township of Leesburg and part of Survey N^o: 5506 and described as follows: Beginning at a stone and brick at the southeast corner of Irene Trammis's land and in the center of the Deeper and Kinkade public road; thence with the center of said public road south 5° -east 6 poles to a stone and brick at the north east corner of Sylvanus Belville's land; thence with the north line of said land south 85° -west 80° poles to a stone and brick and thence with the west line of said land south 5° -east 89 poles to a stone and brick in the north line of Samuel M^o: Allister's land; thence with the north line of said land south 85° -west 80° poles to a stone and brick at the southeast corner of James C. Fish's land; thence with the east line of said land north 5° -west 95 poles to a stone and brick at the south west corner of Irene Trammis's land; thence with the south line of said land north 85° -east 161° poles to the place of beginning containing 51 acres more or less.

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Afterward, on the 18th day of April, A. D. 1894, an entry was made on the Journal by the Clerk of said Court, William L. Sanders

Journal 17, Page 10.

Entry
6678

vs.
Minnie Lee et al.

On motion to the Court by the plaintiff, and upon producing the return of the Sheriff and the report of the Commissioners heretofore appointed by the Court herein and the same having been examined by the Court and found in all respects correct and in conformity to law and the former order of this Court, the said proceedings and report are hereby approved and confirmed.

It is therefore ordered and decreed that the said parties William L. Sanders, Minnie Lee, Irene Frarum and Lizzie Carey hold in severally the facts parts and premises so set off and assigned to each respectively.

And the Clerk is hereby directed to have so much of this decree as will show the transfer of title to the several parties put upon record in the office of the Recorder of this County.

And it is further ordered that the costs of this action including an Attorney fee of \$133.⁵⁰ to W. W. Murchison for services herein taxed & be paid by said parties in the following proportion, to wit: To the said William L. Sanders the equal two-fifths ($\frac{2}{5}$) part: To Minnie Lee, Irene Frarum and Lizzie Carey to each the one equal one-fifth ($\frac{1}{5}$) part thereof and an execution is hereby awarded.

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

Be it remembered that, heretofore, to wit, on the 7th day of March A. D. 1894, Jennie Peck filed in the Clerk's Office of the said Court of Common Pleas the following Petition against J. Sherman Peck, to wit:

Petition
6679

Jennie Peck, Plaintiff
vs.
J. Sherman Peck, Defendant.

In Union County
Court of Common Pleas.

The plaintiff says: She has been a resident of the

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County of Union and State of Ohio, for more than year last past and she is now a bona fide resident of said County of Union. That on the 27th day of November 1892 she was married to the defendant.

She further avers that she has always conducted herself properly as a wife but the defendant wholly disregarding his duties as a husband has been and is guilty of gross neglect of duty toward the plaintiff by neglecting to furnish her with suitable food and clothing, and by locking her out of the rooms where they lived, and by spending his time in intoxication and his evenings with dissolute companions and withholding from plaintiff his society and companionship.

Second: The plaintiff further alleges that the defendant has been guilty of extreme cruelty at and toward the plaintiff, that he used to her vile and profane language and locked her from the rooms where they lived, and has struck and seized her in a rude violent and angry manner and ordered her to go to her people and stay there where she belonged. The plaintiff is now supported by her father L. C. Nantz but has no property of her own. Her maiden name was Jennie Nantz.

The plaintiff prays for a divorce and that she may be restored to her maiden name, and that she may have reasonable alimony and for all proper relief.

D. N. Ayers
J. L. Cameron,

Attorneys for Plaintiff.

Gracipe To the Clerk:

Issue Summons and copy of petition to Sheriff of Morrow County, Ohio, returnable according to law.

J. L. Cameron & D. N. Ayers, Attys.

Afterward, on the 7th day of March A. D. 1894, a Summons was issued by the Clerk of said Court.

The State of Ohio.

Union County, ss: To the Sheriff of Morrow County.

Summons

6679

You are commanded to notify J. Sherman Beck that Jennie Beck has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with gross neglect and cruelty and asking that she be divorced from him and that she 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 19th day of March A. D. 1894. Witness my signature

as Clerk of our said Court of Common Pleas, and the Seal of said Court, at Marysville this 7th day of March A.D. 1894. (Seal) R. M. Leroy, Clerk.
Endorsed: "Summons in action for Divorce & Alimony."

Sheriff's Return

And on the 10th 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:

6679	Service	30
	Copy	24
	Mileage	12
	Docket	10
	Return	16
	Postage	02
	Total	\$ 1.94

Received 5 o'clock P.M. on the 8th day of March A.D. 1894, and on the 9th day of March A.D. 1894, I served the same by delivering to the defendant J. Sherman Peck, a true copy thereof with all the endorsements thereon together with a duly certified copy of the petition for divorce.
D. J. Gordon, Sheriff,
Morrow County, Ohio.

Entry

Afterward, on the 27th day of April A.D. 1894, an entry was made on the Journal by the Clerk of said Court
Jennie Peck vs. J. Sherman Peck | Journal 17, Page 25.

6679

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear the Court find him in default for answer and demurrer to said petition and 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 the petition set forth.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty towards the plaintiff herein 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 Jennie Peck and J. Sherman Peck be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of five hundred dollars and the same is hereby made a lien upon all the real estate of the said defendant and in default of any such payment for three (3) days that an execution issue therefor. It is further ordered that the

petition of Jennie Peck

in Morrow County, Ohio, in the Court of Common Pleas, A. D. 1894, on the 16th day of March

filed for the purpose of J. N. R. The Court

6334

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petitioner and she hereby is restored to her maiden name of Jennie Wentz. It is further ordered that the plaintiff pay the costs of this proceeding.

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 9th day of April, in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to wit, on the 16th day of April A.D. 1894, the following motion was filed in the Clerk's Office of the said Court of Common Pleas, to wit:

Motion 6334	J. N. Robinson, Administrator with the Will annexed of Abrah Smith, Decd. vs. Plaintiff A. N. M ^r : Campbell, D. N. M ^r : Campbell & John T. M ^r : Cullough, Defendants.	Court of Common Pleas Union County, Ohio.
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First: And now comes the said defendant John T. M^r: Cullough and moves the Court for an order to vacate the judgment heretofore, at the January Term 1892, to wit, February 11th, 1892, rendered herein for the following reasons, to wit: That said judgment was rendered on a Cognovit or Warrant of Attorney for more than the amount due on said note.

That judgment was rendered on said note on said day for two hundred and thirty dollars when there was but \$227.³² dollars due on said note. That said Warrant of Attorney did not authorize the plaintiff herein to take judgment on said note without notice by summons or due process of law first served according to law upon this defendant and the other makers of said note. And that said note containing said Warrant of Attorney was made payable to one Abrah Smith who died on or about the 23rd day of June 1857 and at the time of the taking of said judgment said note was in the hands of the plaintiff who was then and still is the Administrator of said Abrah Smith with the Will annexed. And the said note was and still is part of the assets of the

estate of said Smith. This defendant says that he had not notice of the taking of said judgment, and had no knowledge that the same had been taken until after the plaintiff issued execution herein, when about the 10th day of April 1894 he first learned that the plaintiff claimed a judgment against him herein.

Second: This defendant says he received no part of the consideration of said note and was merely the security of his co-defendants herein. That he has an offset and counterclaim against said note as follows: That he deposited with the said Alvah Smith deceased July 21st 1888 the sum of two hundred and ninety dollars, which said sum with its interest is wholly unpaid though due long since.

Wherefore this defendant prays judgment against the said plaintiff for the said sum of two hundred and ninety dollars with interest at 6 per cent. from July 21st 1888 and for the cancellation of said note.

D. W. Ayers.

State of Ohio,
Union County, ss:

John T. M^r. Cullagh being first duly sworn says the facts stated and allegations in his foregoing answer are as he believes true.

John T. M^r. Cullagh.

Sworn to before me and signed in my presence this 16th day of April 1894.

(Seals)

R. M^r. Leroy, Clerk.

I hereby waive the issuing of process and service by summons and enter my appearance herein April 16th, 1894.

Robinson & Woodburn,
Attorneys for Plaintiff.

Afterward, on the 16th day of April, A. D. 1894, an answer was filed with the clerk of said Court.

James N. Robinson, Admr. of the Estate of Alvah Smith, Decd.

vs. Plaintiff
A. N. M^r. Campbell, D. M^r. Campbell
John T. M^r. Cullagh Defendants

Court Common Pleas
Union County, Ohio

Answer & Reply.

The plaintiff admits that on the 11th of July 1892 a judgment was obtained by plaintiff against said defendants on Cognovit as alleged in said petition for \$230.⁰⁰ but he denies that same was larger in amount than the amount due but as he believes and overs the amount due thereon at the time same was obtained \$231.⁶⁷

Plaintiff also denies that said Warrant did not authorize said judgment without process. Also

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denies that said M^r. Cullagh deposited with Alvah Smith the sum of two hundred and ninety dollars or any other sum and says said Alvah Smith died in June 1887 and no deposit could have been made with him July 21st. 1888 or any time after June 1887 and therefore he denies that said M^r. Cullagh has or had any offset against said note of Alvah Smith on which said judgment was taken.

Robinson & Woodburn,

The State of Ohio,
Union County ss:

Attorneys for Plaintiff.

J. N. Robinson being duly sworn deposes and says he believes the allegations of the above answer and reply.

J. N. Robinson,

Sworn to before me and signed in my presence this 16th of April 1894. (Seal) R. M^r. Crony, Clerk of Court.

Afterward, on the 27th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of Court. J. N. Robinson Admr.

Entry

vs.

Journal 17, Page 25-

A. N. M^r. Campbell et al

6334

This day came on this cause to be heard on the motion of John T. M^r. Cullagh to open up the judgment against him rendered February 11th. 1892 as set up in his motion. Whereupon the Court being fully advised in the premises do overrule said motion.

Therefore it is considered and adjudged by the Court that said motion be dismissed and J. N. Robinson Administrator of the estate of Alvah Smith, deceased recover of said J. T. M^r. Cullagh his costs herein expended taxed.

To which ruling and judgment of this Court said John T. M^r. Cullagh excepts.

Common Pleas
County, Ohio

Reply.
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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 9th day of April in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to wit, on the 24th day of March A. D. 1894, Mattie Ross filed in the Clerk's Office of the said Court of Common Pleas the following Petition against L. S. Monroe et al. to wit:

Petition

Mattie Ross, Plaintiff
vs.
L. S. Monroe and S. Taylor Defendants

Court of Common Pleas,
Union County, Ohio.

6696

The said plaintiff says there is due to her from the L. S. Monroe as maker and from S. Taylor as guarantor on the note a copy of which is hereto attached the sum of seven hundred and sixty dollars with seven per cent. interest from the 3rd day of January A. D. 1882. That said Taylor paid some interest on said note which are endorsed on the same and copies of which are hereto attached amounting to three hundred and twenty dollars altogether which should be credited on said interest.

Therefore plaintiff asks judgment against said Monroe as maker and said Taylor as guarantor for the said sum of seven hundred and sixty dollars with seven per cent. interest thereon from January 3rd, 1882 less the sum of \$320.⁰⁰ paid on interest.

Robinson & Woodburn,
The State of Ohio, Attorney for Plaintiff.
Union County, ss:

J. N. Robinson being duly sworn says he is one of the Attorneys of plaintiff in the above case. That said action is for money only on a written promissory note in his possession for collection and he believes the allegations of the foregoing petition are true.

J. N. Robinson,
Sworn to before me and signed in my presence
this 24th day of March 1894.

(Seal) R. M. Leroy, Clerk.
Copy of Note & Endorsements.

" \$760.⁰⁰ Bokes Creek, December 24th, 1881.

" On or before the third day of January A. D. 1883 I promise to pay to S. Taylor or order the sum of seven hundred and sixty dollars with interest at 7 per cent. after January 3rd, 1882 for Value Recd.

" Endorsed as follows: "Oct. 26/83 Twenty-five dollars (\$25.⁰⁰)
L. S. Monroe.

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paid on this note by Sylvanus Taylor.
 August 14th, 1884. Rec'd on the within note fifty dollars
 August 14th, 1886. Rec'd on the within note twenty dollars
 Dec. 27th, 1887. Rec'd on the within note twenty five dollars
 April 19th, 1889. Received on the within note \$100⁰⁰
 One hundred dollars.
 March 24th, 1892. Received on the within note \$100⁰⁰
 S. Taylor.

Præcipe To the Clerk:

Issue Summons for \$760⁰⁰ with 7 per cent interest from January 3rd, 1882 less \$320⁰⁰ paid on interest on promissory note.
 Filed Mch. 24, 1894. Robinson & Woodburn
 Attorneys for Plaintiff.

Summons

Afterward, on the 24th day of March A.D. 1894, a Summons was issued by the Clerk of said Court.

6696

The State of Ohio,
 Union County | To the Sheriff of Union County:
 You are hereby commanded to notify L. G. Monroe and S. Taylor that they have been sued by Mattie Ross in the Court of Common Pleas of Union County, and must answer by the 21st day of April A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this Summons on the 2nd day of April A.D. 1894.
 Witness my hand and the seal of said Court,
 (Seal) This 24th day of March A.D. 1894.
 R. M. Leroy, Clerk.

Endorsed: "In action for money. Amount \$760⁰⁰ with 7% interest from Jan. 3rd 1882 less \$320⁰⁰ paid on interest on promissory note.

Sheriff's Return

And on the 2nd day of April, A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Ser. Return	50
Mileage	2 08
Copy	30
Total	2 88

The State of Ohio,
 Union County | Sheriff's Return.
 Received this Writ March 24th, 1894 at 5 o'clock P.M. and served same by delivering a true copy of this writ with the indorsements thereon to the within named L. G. Monroe and S. Taylor personally on the 29th day of March 1894.
 Wm. G. Snodgrass, Sheriff.

Entry

Afterward, on the 25th day of April A.D. 1894, an Entry was made on the Journal by the Clerk of Court.
 Mattie Ross
 vs.
 L. G. Monroe et al.
 Journal 17, Page 19.

6696

This day came the plaintiff but the defendants made default. Whereupon by leave of the Court

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the parties waived the right of trial by jury and submitted this cause to the Court. And the Court being fully advised in the premises find for the plaintiff and that said L. G. Monroe as maker and said S. Taylor as guarantor doth owe the plaintiff as alleged in her petition the sum of one thousand and ninety two dollars and forty cents from April 9th 1894. It is therefore considered and adjudged by the Court that plaintiff recover of the defendant L. G. Monroe as maker and S. Taylor as guarantor of said note said sum of one thousand and ninety two dollars and forty cents and her costs herein taxed to \$7⁵⁰, seven hundred and sixty of said dollars to draw seven percent interest and the balance six percent from the first day of this term of Court.

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 9th day of April, in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that heretofore, to wit, on the 3rd day of March A. D. 1894, The Bank of Marysville filed in the Clerk's Office of the said Court of Common Pleas the following Petition against R. N. Thompson, Admr. The Bank of Marysville Plaintiff

vs.
R. N. Thompson, Administrator of James Thompson, Decd. Defendant
Court of Common Pleas Union County, Ohio.

The plaintiff says it is a Company duly incorporated under the style of the Bank of Marysville by the laws of Ohio. That there is due plaintiff from R. N. Thompson as Administrator of the estate of James Thompson deceased on the note of which a copy marked "A" is hereto attached, the sum of four hundred dollars with 8% interest from October 9th 1889. Therefore plaintiff asks judgment against said Administrator for said sum and interest as aforesaid.

Second Cause of Action:

The plaintiff says there is due it from the said R. N. Thompson as Administrator of the estate of James Thompson deceased, on his note a copy of

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which is hereto attached marked "B" the sum of three hundred and eighty dollars with 8% interest from April 30th, 1889. Therefore plaintiff asks judgment against said defendant for said sum of \$380. with 8% interest from April 30th, 1889.

Third Cause of Action:

The plaintiff says there is due it from said R. N. Thompson, Administrator of the estate of James Thompson, deceased, on the note of which a copy is hereto attached marked "C" the sum of five hundred dollars with 8% interest from the first day of August 1889. Therefore plaintiff asks judgment against said R. N. Thompson, Administrator of the estate of James Thompson, deceased for said sum of five hundred dollars with 8% interest from August 1st, 1889.

Fourth Cause of Action:

The plaintiff says there is due it from said R. N. Thompson Administrator of the estate of James Thompson, deceased on his note a copy of which marked "D" is hereto attached the sum of three hundred dollars with 8% interest from December 16th, 1889.

Therefore plaintiff asks judgment against said R. N. Thompson Administrator of the estate of James Thompson, deceased for the said sum of \$300. and 8% interest from December 16th, 1889.

Fifth Cause of Action:

The plaintiff says there is due to it from the said R. N. Thompson, Administrator of the estate of James Thompson, deceased, on his note a copy of which marked "E" is hereto attached the sum of three hundred and sixty-one $\frac{3}{4}$ $\frac{1}{100}$ dollars with 8% interest from June 15th, 1889.

Therefore plaintiff asks judgment against said R. N. Thompson Administrator of the estate of James Thompson deceased for said sum of \$361. $\frac{3}{4}$ $\frac{1}{100}$ with 8% interest from June 15th, 1889.

Sixth Cause of Action:

The plaintiff says there is due it from said R. N. Thompson, Administrator of the estate of James Thompson, deceased, on his note a copy of which marked "F" is hereto attached, the sum of fourteen hundred and eighty-six $\frac{3}{4}$ $\frac{3}{100}$ dollars with 8% interest from April 8th, 1893, and therefore plaintiff asks judgment against R. N. Thompson Administrator of the estate of James Thompson, deceased, for the said sum of \$1486. $\frac{3}{4}$ $\frac{3}{100}$ with 8% interest from April 8th, 1893.

Plaintiff says said notes were on the 29th day of January 1891, put into judgment against said R. N. Thompson in his individual right and were

accepted by N. P. Thompson one of the Administrators of said estate as a valid claim against said estate, subject to any usury which said Administrator might be able to show was paid on said note and payments made by said Administrators reducing the amounts to those stated in said several causes of action; but the parties are now unable to agree upon the amount of usury which should be deducted and therefore in order to obtain settlement of said usury plaintiff prays judgment as aforesaid.

Bank of Marysville
By N. C. Fullington, Cashier.

The State of Ohio
Union County, ss:

N. C. Fullington, being duly sworn, deposes and says he is Cashier of the Bank of Marysville and believes the allegations of the foregoing petition are true.

N. C. Fullington.

Sworn to before me and signed in my presence this 3^d day of March 1894.
(Seal) A. M. Leroy, Clerk of Court.

"A."

\$400.⁰⁰ Marysville, Ohio, Sept. 9th, 1889.

Thirty days after date, as principal debtors, we jointly and severally promise to pay to the order of Fullington four hundred dollars, for value received.

And we hereby dispense with demand of payment of this note, and authorize any attorney at law to appear for us or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us or either of us, in favor of the holder or holders of this note for the amount of said note, with eight 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 9th day of September, 1889.

\$23444
Oct. 9th 1889

(copy)

A. N. Thompson
Jar. Thompson

Seal
Seal

"B."

\$380.⁰⁰ Marysville, Ohio, Apr. 20th, 1889.

Ten days after date, as principal debtors, we jointly and severally promise to pay to the order of Fullington & Phellis three hundred and eighty dollars for value received.

And we hereby dispense with demand of payment of this note, and authorize any attorney at law

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 "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 percent,
 "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 20th day of

Apr. 1889.

23123.

Due Apr. 30/89

(copy)

Robt. W. Thompson

Jas. Thompson

Seal

Seal

"C." " \$500.⁰⁰ Marysville, Ohio, Feby. 1st 1889.

"Six months after date, as principal debtors, we
 "jointly and severally promise to pay to the order of
 "Furlington & Chellis five hundred dollars, for value
 "received.

"And we hereby dispense with demand of pay-
 "ment 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 percent,
 "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 1st day of

Feby. 1889.

22976.

Due 1/89.

(copy)

Robt. W. Thompson

Jas. Thompson

W. P. Thompson.

Seal

Seal

Seal

"D." " \$300.⁰⁰ Marysville, Ohio, Aug. 16, 1889.

"From months after date, as principal debtors, we
 "jointly and severally promise to pay to the order of
 "Furlington & Chellis three hundred dollars for value
 "received.

"And we hereby dispense with demand of payment
 "of this note, and authorize any attorney at law to
 "appear for us or either of us, at any time after the
 "same shall become due, in any Court of Record in the
 "State of Ohio, or elsewhere, and waive the issuing,
 "and service of process and confess judgment against
 "us, or either of us in favor of the holder or holders of
 "this note for the amount of said note, with eight
 "percent. 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

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"this behalf. Witness our hands and Seals, this 16th day of August 1889. *copy* Robt. W. Thompson Seal
 #23380 Dec. 16/89. James Thompson Seal

"361.¹⁰ Marysville, Ohio, Feby. 15th, 1889.
 "Six months after date, as principal debtors, we jointly and severally promise to pay to the order of Pullington & Phellis three hundred and sixty-one ^{3/4} dollars, for value received.
 "And we hereby dispense with demand of payment of this note and authorize any attorney at law to appear for us or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note, with eight 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 15th day of Feby, 1889. *copy* Robt. W. Thompson Seal
 #23006 Due June 10/94. Jas. Thompson Seal

"§ 2233.²⁰ Marysville, Ohio, Feby. 20th, 1889.
 "Six months after date, as principal debtors, we jointly and severally promise to pay to the order of Pullington & Phellis twenty two hundred & thirty three ^{7/10} dollars for value received with 8% interest from date.
 "And we hereby dispense with demand of payment of this note, and authorize any attorney at law to appear for us or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this note for the amount of said note, with eight per cent, interest payable annually after the same shall become due, together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and Seals, this 20th day of Feby, 1889. Robt. W. Thompson Seal
 #23004 Aug. 20th, 1889. Jas. Thompson Seal
 Int. paid to this date June 10/90. N. P. Thompson Seal

Procipe

Issue Summons for R. W. Thompson, Administrator of the estate of James Thompson, deceased, and endorse "Petition for \$400.00 with 8% interest from Oct. 9th, 1889; also for \$380.00 with 8% from April 30th, 89; also \$500.00 with 8% from Aug 1st, 89; also \$300.00 with 8% from Dec. 16/89; also \$361.¹⁰ with

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8th from June 15/89; also \$ 1486. ³⁰/₁₀₀ with 8th from April 8/93.
Filed March 3rd 1894.
W. C. Fullington.

Afterward, on the 3rd day of March A. D. 1894, a Summons was issued by the Clerk of said Court, to wit:

Summons

6677

The State of Ohio,
Union County | To the Sheriff of Union County:
You are hereby commanded to notify R. W. Thompson Administrator of the estate of James Thompson, deceased, that he has been sued by the Bank of Marysville, in the Court of Common Pleas of Union County, and must answer by the 31st day of March A. D. 1894, 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 March A. D. 1894.

Witness my hand and the Seal of said Court,
this 3rd day of March A. D. 1894.

(Seal) R. W. Leroy, Clerk.
In action for \$ 400. ⁰⁰/₁₀₀ with 8 percent. from Oct. 9th 1889; also for \$ 380. ⁰⁰/₁₀₀ with 8% from April 30th 1889; also for \$ 500. ⁰⁰/₁₀₀ with 8% from Aug. 1st 1889; also for \$ 300. ⁰⁰/₁₀₀ with 8% from Dec. 16th 1889; also for \$ 361. ⁰⁰/₁₀₀ with 8% from June 15th 1889; also for \$ 1486. ³⁰/₁₀₀ with 8% from April 8th 1893.

Sheriff's Return

6677

And on the 9th 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:

Ser. Return	50
Mileage	128
Copy	15
Total	\$ 193

The State of Ohio,
Union County | Sheriff's Return.
Received this writ March 3rd, A. D. 1894 at 5 o'clock P. M. and served same by delivering a certified copy of this writ with the indorsements thereon to the within named Robert Thompson personally on the 8th day of March 1894.
Wm. G. Snodgrass, Sheriff.

Answer

6677

Afterward, on the 31st day of March A. D. 1894, an Answer was filed with the Clerk of said Court, to wit:
Bank of Marysville

R. W. Thompson, Admr of Estate
of James Thompson, Dec'd. | Court of Common Pleas,
Union County, Ohio.

The defendant for answer to plaintiffs petition says he admits the allegations of said petition except as to the amount claimed therein. He says said \$ 2233 ⁷⁰/₁₀₀ note was a renewal of a \$ 2233. ⁷⁰/₁₀₀ note dated August 22nd 1888 on which up to the 10th of June 1890 he paid usurious interest to the amount of \$ 92. ⁰⁰/₁₀₀ reducing said note to \$ 2141. ⁰⁰/₁₀₀ and the interest thereon at 6 per cent. to April 8th 1893 was \$ 386. ⁷⁰/₁₀₀ when \$ 1293. ³³/₁₀₀ was paid

leaving \$1234.²⁵ then due and the amount due plaintiff now on said note is \$1234.²⁵ with six per cent. from April 1st, 1893.

Second: The said \$361.⁰⁰ note was a renewal of a \$361.⁰⁰ note dated March 5th, 1888 on which with four months advance interest the defendant paid \$11.⁷⁵ usurious interest reducing the amount for which said note should have been given to \$349.²⁵ and the amount justly and legally due plaintiff thereon is \$349.²⁵ with six per cent from June 15th, 1889.

Third: The said \$500.⁰⁰ note was a renewal of a \$500.⁰⁰ note dated August 22nd, 1888, on which defendant paid as usurious interest including six months advance interest the sum of \$17.²⁵ reducing said \$500.⁰⁰ note to \$482.⁷⁵ on which there is justly and legally due plaintiff the sum of \$482.⁷⁵ with six per cent. from August 1st, 1889.

Therefore plaintiff asks that all usurious interest paid be applied on the principal and the interest on the balance be calculated at six per cent. instead of 8 per cent. as prayed for in said petition. The said R. N. Thompson is principal on said notes and James Thompson is surety thereon.

Robinson & Woodburn,

Attorneys for Defendant.

The State of Ohio,
Union County, ss:

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

R. N. Thompson.

Sworn to before me and signed in my presence
this 30th day of March 1894.

(Seal)

R. M. Leroy, Clerk.

Afterward, on the 25th day of April, A.D. 1894, an entry was made on the Journal by the Clerk of Court. The Bank of Marysville

Journal 17, Page 19.

Entry

6677.

vs.
R. N. Thompson Admr of
Estate of James Thompson

This day came the parties and submitted this case to the Court waiving the right of trial by Jury and thereupon the Court find for the plaintiff that there is due it on the notes mentioned in said petition after deducting the usury set forth in defendant's answer the sum of thirty-nine hundred and five dollars and twenty-five cents with interest at 8 per cent. on \$1524.²⁵ and 6 per cent. on the balance from the first day of this term of Court.

It is therefore considered and adjudged by the Court that plaintiff recover of said defendant said sum so found due and its costs herein expended taxed

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to \$ - and that interest from April 9th, 1894 be allowed on said \$ 15.24²⁵ at 8 per cent. and on \$ 22.80⁴⁷ at six per cent.

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 9th day of April in the year of our Lord one thousand eight hundred ninety four.

Be it remembered that, heretofore, to wit, on the 14 day of August A.D. 1894, Clarence Perfect filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Dick Hipple, to wit:
Clarence Perfect, Plaintiff

Petition
6578

Dick Hipple, Defendant | Court of Common Pleas,
Union County, Ohio.
The said Clarence Perfect plaintiff complains of the said Dick Hipple defendant for that on the - - day of February A.D. 1893 in consideration that the said plaintiff at the request of the said defendant would transfer to the said defendant his one-half interest in a certain mare called Mystic Maid of the said plaintiff of the value of \$600⁰⁰ in exchange for a certain brown mare and two colts of the said defendant, he, the said defendant then promised and warranted to the said plaintiff that the said brown mare of the said defendant was then in foal to a horse called Blite. And, he, the said defendant further promised and warranted that said mare was not over nine years of age. And the said plaintiff avers that he confiding in the said promises and warranties of the said defendant did afterward then transfer to the said defendant the said one-half interest in the said mare Mystic Maid, of the said plaintiff in exchange for the said brown mare and colts of the said defendant. And the said plaintiff avers that at the time of said exchange, the said brown mare of the said defendant was not in foal to Blite nor to any other horse but on the contrary was not in foal at all, and the said plaintiff further avers

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That at the time of said exchange the said Brown
more of the said defendant was over nine years old,
whereby the said plaintiff has sustained
damage to the amount of one hundred dollars.

Wherefore he prays judgment against the said
defendant for the said sum of one hundred dollars
and for costs, his damage so as aforesaid sustained.

James B. Robinson,

Attorney for Plaintiff

The said Clarence Perfect the plaintiff in the
above action being first duly sworn, deposes and
saith that the allegations made in the foregoing
petition are true as he verily believes.

C. C. Perfect.

Sworn to before me and subscribed in my
presence this 10th day of August 1893.
(Seal) W. W. Kerr, Notary Public.

Afterward, on the 26th day of January A. D. 1894, a
motion was filed with the Clerk of said Court, to wit:

The State of Ohio,

Union County ss:

Clarence Perfect, Plaintiff

In the Court of Common Pleas,

motion

vs.

Richard Hipple, Defendant.

motion to dismiss Appeal
herein.

6578

Now comes the defendant, and for the pur-
pose of this motion only, and not hereby intending
to enter his appearance herein, and moves the Court
to quash the appeal herein, and for grounds of such
motion alleges as follows, to wit:

First: That the plaintiff, the appellant, never executed
any undertaking for said appeal, according to the
provisions of Sec. 6384, of the Revised Statutes, nor did
the Court that tried said cause from the judgment
of whom said appeal is taken, ever approve an under-
taking, conditioned according to the provisions of said
Section.

Second: That neither the said plaintiff,
appellant, or said Court before whom said cause was
tried, ever filed a true, or any transcript of the original
undertaking for this appeal, or the original thereof
in this Court.

Third: That neither the said plaintiff, appellant, or
said Court from the judgment of whom said cause
is appealed, ever filed in this Court a true and certified
copy of said original bond or undertaking for said appeal.

Fourth: That neither the said plaintiff, appellant,
nor his agent or his attorney, nor said Court before
whom said cause was tried, and from the judgment
of whom the same is appealed, ever filed within, or on
or before the thirtieth day from the rendition of the
judgment herein, on the 15th day of July, 1893, a true and

Entry

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certified transcript of the proceedings, including a true and certified copy and transcript of the undertaking taken for said appeal, before said Court, with the Clerk of the Court of Common Pleas of Union County, Ohio. Fifth: That neither the said plaintiff, appellant, his agent or attorney nor said Court, transmitted, delivered or filed with the Clerk of the Court of Common Pleas of Union County, Ohio, within, on or before the thirtieth day from the rendition of the judgment herein appealed from, the bills of particulars, and all other original papers used on the trial of said case before said C. H. Jacobs, Mayor of the Village of Richwood, Union County, Ohio, nor did either of them ever so file or transmit all of said parties.

Sixth: That this Court has not by reason of this intended appeal, acquired jurisdiction of this cause on account of the defects and insufficiency of said transcripts, and diminution of the record herein.

Richard Hipple

By Chas. F. Garberson his Attorney.

Afterward, on the 26th day of January, A. D. 1894, an Entry was made on the Journal by the Clerk of said Court.

Clarence Perfect

Journal 16, Page 573.

Dick Hipple

This case came on for hearing upon motion of the defendant to dismiss the appeal. The motion was overruled and plaintiff granted leave to amend the transcript within 20 days. Upon motion of the plaintiff leave was granted to file an amended petition within 30 days.

Afterward, on the 27 day of February A. D. 1894, an Amended Petition was filed with the Clerk of said Court: Clarence Perfect, Plaintiff

Dick Hipple, Defendant.

Court of Common Pleas, Union County, Ohio.

The said Clarence Perfect, plaintiff complains of the said Dick Hipple defendant, for that on the -- day of February 1893, in consideration that the said plaintiff at the request of the said defendant would transfer to the said defendant his one-half interest in a certain mare called Mystic Maid of the said plaintiff of the value of \$600.00 in exchange for a certain brown mare and two colts of the said defendant, he, the said defendant then promised and warranted to the said plaintiff that the said brown mare of the said defendant was then in foal by a horse called Elite when in fact said brown mare was

Entry
65-78

not in foal at all.
 Second: Said plaintiff further complains of the said defendant for that he, the said defendant, then promised and fraudulently represented to the said plaintiff that said brown mare was not over nine years of age when in fact she was over nine years of age as defendant well knew. And the said plaintiff avers that he relying upon said representation did afterward then transfer to the said defendant the said one-half interest in the said mare Mystic Maid of the said plaintiff in exchange for the said brown mare and colts of the said defendant. Whereby the said plaintiff has sustained damages to the amount of one hundred dollars.

Wherefore he prays judgment against the said defendant for the said sum of one hundred dollars and for cost, his damage so as aforesaid sustained.

Robinson & Woodburn,
 The State of Ohio, Attorneys for Plaintiff.
 Union County, ss:

The said Clarence Perfect, the plaintiff in the above action being first duly sworn deposes and says that the allegations made in the foregoing petition are true as he verily believes.

C. C. Perfect,

Sworn to before me and subscribed in my presence this 27th day of February 1894.
 (Seal) R. W. Leroy, Clerk.

Afterward, on the 24th day of April A. D. 1894, a motion was filed with the clerk of said Court, to wit:

State of Ohio,
 Union County, ss: In the Court of Common Pleas.
 Clarence Perfect, Plaintiff

motion

vs. Richard Hipple, Defendant | motion to Quash Appeal.

65-78

Now comes the defendant, Richard Hipple, and moves the Court to dismiss the appeal herein, and for grounds of such motion states as follows, viz:

First: For the reason that no complete and certified transcript of the above entitled cause of action was filed within or before the expiration of the 30th day from the rendition of the judgment appealed from in this case.

Second: That no certified transcript of the undertaking for the appeal of this cause was filed with the clerk of this Court within, or before the expiration of the 30th day from the rendition of the judgment appealed from in this case.

Third: That neither the original bond for said appeal or a certified transcript thereof was ever filed with the clerk of this Court within, or before the expiration of

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the 30th day from the rendition of the judgment appealed from in this case.

Fourth: That neither the plaintiff, his attorney or said Justice of the Peace from whose judgment plaintiff appealed, ever transmitted, or filed with the clerk of this Court, all of the original papers used on the trial of said cause before him, within, on or before the expiration of the 30th day from the rendition of the judgment appealed from in this case.

Fifth: That no bond or undertaking was ever executed and approved by said Justice of the Peace for said appeal, as is required by Sec. 6584 of the Revised Statutes of Ohio.

Sixth: For the further reason, that there having been no certified transcript of the original bond, or the original bond itself, filed within, on or before the expiration of the 30th day from the rendition of the judgment appealed from in this case, the intended bond is not amendable, so as to confer jurisdiction of this Court, or sustain said appeal.

Afterward, on the 25th day of April A.D. 1894, an Entry was made on the Journal by the Clerk of Court.

Entry
65-78

Clarence Perfect

Journal 17, Page 21.

vs.
Richard Hipple

This day this cause came on to be heard upon the motion of defendant to strike the transcript in this case from the files and to dismiss the case and the Court being fully advised in the premises do find against said motion and overruled the same and the defendant was given leave to file answer instanter which was done.

Afterward, on the 26th day of April A.D. 1894, an Answer was filed with the Clerk of said Court.

Answer
65-78

The State of Ohio.

Union County, ss: In the Court of Common Pleas,
Clarence Perfect, Plaintiff

vs.
Richard Hipple Defendant

Now comes the defendant, Richard Hipple and for answer herein says: That he is not indebted to the plaintiff in said sum of one hundred dollars \$100.⁰⁰ nor in any other sum whatever; nor is he liable in damages to plaintiff upon his failure to perform any agreement or contract of warranty made or entered into by defendant with plaintiff; for defendant alleges that on or about the 20th day of March 1893 he traded and exchanged with plaintiff a certain mare

and two colts for the one-half interest in a certain mare known as Mystic Maid: that said mare had been served by a stallion of the defendant and which said fact was communicated to the plaintiff by this answering defendant, and expressed as his opinion merely that said mare was with foal by said stallion, not thereby intending to warrant said mare to be with foal, but on the contrary expressly did agree with plaintiff that should said mare prove to be in foal, that defendant would not require plaintiff to pay any service fee in addition to the said one-half interest in and to said Mystic Maid and that in event said mare should prove not to be with foal, to allow plaintiff to return said mare to said stallion for service until such time as she became with foal. Defendant further alleges that he never did warrant said mare to be with foal, and that plaintiff examined said mare before purchasing the same and could have ascertained and did ascertain the condition of said mare as fully and completely as defendant; and plaintiff upon his own examination of said mare, the opinion of defendant as to said mare being with foal and defendant's agreement to allow plaintiff to return said mare to said stallion for reservice, traded and exchanged said mare and two colts for said 'Mystic Maid'.

Defendant alleges further, that when plaintiff discovered said mare not to be with foal, and instead of returning said mare for said reservice bred the said mare to another stallion, without the knowledge or consent of defendant and without the defendant's refusal to comply with said agreement of reservice, thereby changing the condition and state of said mare from that which she was in at the date of sale and rendering it impossible for him to comply therewith, and has continuously, since said sale, retained possession of, and had the use of the same.

Wherefore, defendant prays judgment against plaintiff for costs of this suit; that he be allowed to go hence without day, and for all proper relief to which he may appear to the Court to be entitled in the premises.

By Chas. F. Garberson,
Attorney for Richard Hipple.

The State of Ohio
Union County, ss: |

Richard Hipple being duly sworn deposes and says that the facts stated and allegations contained in the foregoing answer are true as he verily believes.

Richard Hipple.

Sworn to before me by Richard Hipple and by him signed in my presence this 26th day of April A. D. 1894.

(Seal)

R. M. Leroy, Clerk of Court.

Reply

6-5-78

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Reply
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Afterward, on the 26th day of April A. D. 1894, a Reply was filed with the Clerk of said Court, to wit:
Clarence Perfect, Plaintiff

vs.
Richard Hipple, Defendant | Common Pleas Court,
Union County, Ohio.

The plaintiff for reply to defendants answer says it is not true that plaintiff agreed to accept service of the said stallion owned by defendants or any other stallion until said mare Mystic maid became with foal or for any time whatever in the event she was not at the time of said trade in foal - but on the contrary plaintiff avers as he in his petition averred that said defendant warranted said mare to be in foal at the time of said trade.

Therefore plaintiff asks judgment as in his petition prayed for.

Robinson & Woodburn & James E. Robinson,
The State of Ohio, | Attorneys for Plaintiff,
Union County:

Clarence Perfect being first duly sworn says the statements of the foregoing reply are true as I believe.
C. C. Perfect.

Sworn to and subscribed in my presence this 26th day of April, 1894. (Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 26th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of Court Clarence Perfect

vs. | Journal 17, Page 22.
Richard Hipple

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

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|--------------------|--------------------|---------------------|
| 1. Allen Figley | 5. Chris Stultz, | 9. Matthew Stamates |
| 2. Wm. Elliott | 6. Samuel Westlake | 10. John Baughman |
| 3. Henry Poling, | 7. Asa Smart | 11. James Shirk |
| 4. John E. Harman, | 8. Thomas Palen, | 12. Frank Horton |

who were duly impaneled and sworn according to law, and thereupon this case came on for hearing on the pleadings and evidence. And after hearing the evidence, argument and charge of the Court, the Jury retired to their room in charge of the Sheriff for deliberation. And now comes said Jury into open Court with their verdict in writing signed by their foreman and say:

" We, the Jury being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount due the plaintiff from the defendant, at the sum of thirty-five dollars.
Dated April 26th, 1894. John E. Harman, Foreman.

Afterward, on the 10th day of May A. D. 1894, an Entry was made on the Journal by the Clerk of Court Clarence Perfect

Journal 17, Page 35.

Entry
6578

Richard Hipple vs. The Jury in this action having on a former day of term rendered a verdict for the plaintiff and assessed his damages at \$35.00 and no motion for a new trial having been made. It is therefore considered by the Court that the said plaintiff recover from the said defendant the sum of \$35.00 and his costs herein expended and taxed to \$- - -.

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 9th day of April in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that, heretofore, to wit, on the 14th day of August A. D. 1893, C. B. Gartner filed in the Clerk's Office of the said Court of Common Pleas the following Petition against The German Lutheran St. John Church & Congregation, to wit: C. B. Gartner, Plaintiff

Petition
6579

The German Lutheran St. John Church and Congregation, Defendants.

To the Court of Common Pleas Union County, Ohio.

The plaintiff says: That the defendant is an incorporated religious society, located within the said County of Union and duly incorporated under the laws of Ohio.

The defendant as such corporation is the owner of a church building, a school house, and other real and personal property within said County, and for many years last past has been accustomed to employ a teacher to instruct the children and youth of the congregation and to perform certain other duties in and about the church work.

Being in want of a teacher, the defendant on the 23rd day of August 1885 made to the plaintiff the following offer in writing to wit: "In the name of the Holy Trinity, God the Father,

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the Son and Holy Ghost; Amen. Whereas the Evangelical Lutheran St. John Church and congregation, of Union County, Ohio, by the calling away of its former teacher was placed in the necessity to call another teacher into his place; therefore the same convened itself for that purpose on the 23^d day of August A. D. 1885; and after due invoking of God, that he would let the right man be found, the election fell on teacher C. B. Gartner, to whom herewith it imparts the open agreement of the vocation.

We the said congregation request herewith teacher C. B. Gartner to assume the office of a christian and congregational teacher at our school and conscientiously, as it is proper for a christian teacher, to conduct the same in our midst, to instruct our school obligated children, in the Lutheran Catechism, in history of the Bible, and also in the other things which are taught in a common elementary school, not only in the German but also in the English language, and indeed to give all instruction in the doctrine according to the Word of God and the confession of our Lutheran Church, but the instruction in other things according to the designation of the congregation; besides to aid the parents to rear their children as long as he has them in control in the fear of God and christian culture, and to proceed with a good example, moreover at church to discharge the duties of an organist.

On the other hand we bind ourselves as a congregation to acknowledge the labor of our teacher on our children in a proper manner, to facilitate, and not aggravate the performance for him of the same; to provide for him bodily sufficiencies so that he may conduct his office among us without care for subsistence.

For this purpose we have allotted him at least \$500⁰⁰ as yearly salary free house and the use of several acres of land, we also promise to send our children diligently and as regularly as possible to him to school.

In the name and by the order of the congregation this 23^d day of August 1885:

Which offer and call was duly signed by the proper officers of the defendant and presented to the plaintiff and the plaintiff duly accepted the same and notified the defendant of his acceptance and was instructed by the defendant to enter upon his duties.

In pursuance of the said employment the plaintiff entered upon the performance of the same and began his services on the 20^d day of September 1885; and performed each and every duty imposed upon him by his said employment and continued in the same for the full term of two years, ending on the 20^d

day of September, 1887. The plaintiff says, that the defendant accepted his said service and the first year paid him in full for the same, but for the second year of his service the plaintiff has only received, and the defendant has only paid, the sum of \$392.⁰⁰ leaving a balance due to the plaintiff from the defendant for his said services the sum of One hundred and eight dollars with the interest thereon from the 20th day of September 1887.

And though often requested the defendant has neglected to pay said balance or any part thereof and the same is still due the plaintiff from the defendant.

Wherefore the plaintiff prays judgment against the said defendant for the said sum of one hundred and eight dollars, with the interest thereon from the 20th day of September 1887, and for all such other and further relief as may be equitable and just.

A. D. Hoopes,
J. L. Cameron, Attorneys for Plaintiff

The State of Ohio,
Union County, ss:

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

Sworn to before me and signed in my presence this 14th day of August 1893.

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

Summons

Afterward, on the 14th day of August A. D. 1893, a Summons was issued by the Clerk of said Court, to wit:

6579

The State of Ohio,
Union County, ss:

To the Sheriff of Union County:
You are hereby commanded to notify The German Lutheran St. John Church & Congregation that it has been sued by C. B. Gartner in the Court of Common Pleas of Union County, and must answer by the 16th 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 28th day of August A. D. 1893.

Witness my hand and the Seal of said Court, this 14th day of August A. D. 1893.

(Seal)

R. M. Leroy, Clerk

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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The State of Ohio,
Union County

Sheriff's Return.

Received this writ August 14th A. D. 1893, at 4 o'clock P. M. and served same by delivering a true copy hereof to J. H. Norflemann he the said J. H. Norflemann being the President of the Board of Trustees of the defendant and I also delivered a true copy of this writ to Casper Scheiderer Jr., John Adam Rousch, and Charles Rousch they each being a Trustee and constituting the Board of Trustees of the defendant and having management and control of its business. Service on the President was made August 14th, 1893, and upon the Trustees the 17th day of August 1893.

Wm G. Snodgrass, Sheriff.

Afterward, on the 5th day of December A. D. 1893, an entry was made on the Journal by the Clerk of Court: C. B. Gartner

Journal 16, Page 474.

Entry

vs.
The German Lutheran
St. John Church Congregation

This day defendant asked and obtained leave to file answer forthwith, answer filed.

Afterward, on the 5th day of December A. D. 1893, an answer was filed with the clerk of said Court: C. B. Gartner, Plaintiff

Answer

vs.
The German Lutheran
St. John Church and
Congregation, Defendant

Court of Common Pleas,
Union County, Ohio.

The defendant answers the petition of plaintiff, and admits that defendant is an incorporated religious society located in Union County Ohio, as alleged. And admits that it is the owner of a church building, school house and some real property as alleged. And that about August 23rd, 1885 it wanted a teacher in its school and employed plaintiff to teach the same and discharge the duties of teacher and church organist as alleged, but said employment was for no definite length of time.

And defendants admit that under said employment plaintiff performed services under the same at the rate of \$500.00 per year, and for free use of house and some land, and that plaintiff was paid for his services as alleged and in the amounts alleged. And defendant avers that plaintiff accepted said sums so paid in full satisfaction and payment for all his said services.

But defendant denies that plaintiff commenced his said services on September 20th, 1885 and continued

in the same for the full term of two years, ending on the 20th day of September 1887, but defendant avers that plaintiff commenced said services on the 27th day of September 1885, and ended the same on the 3rd day of July 1887. And defendant denies that plaintiff performed any service, under said employment, but what he was fully paid for, and defendant denies that it is indebted to plaintiff, in any sum whatever, for any services performed by him for defendant.

Defendant denies each and every allegation of plaintiff, not herein expressly admitted to be true, and asks to be dismissed with its costs &c.

Porter & Porter, Attorneys for Defendant.

John A. Rousch being duly sworn makes oath that he is an officer of defendant, to-wit, a Trustee of defendant, which is a corporation and that the facts stated in the foregoing pleading are true as he believes.

John A. Rousch.

Sworn to by John A. Rousch before me and signed by him in my presence this 30th day of September 1893.

Wesley A. Farrard

Justice of the Peace.

Afterward, on the 15th day of January, A. D. 1894, an Entry was made on the Journal by the Clerk of Court.

C. B. Gartner

Entry

vs.

The German Lutheran St. John Church & Congregation

Journal 16, Page 494.

65-79

This day came the plaintiff and asked leave to file amended petition, on consideration thereof the Court grants the plaintiff leave to file amended petition instant.

Afterward, on the 19th day of January, A. D. 1894, an Amended Petition was filed with the Clerk of said Court.

Amended Petition

C. B. Gartner Plaintiff

vs.

The German Lutheran St. John Church and Congregation, Defendants

In Union County, Ohio Court of Common Pleas.

65-79

The plaintiff for his amended petition says: The defendant is an incorporated religious society, located within the said County of Union, and duly incorporated under the laws of Ohio.

The defendant as such corporation is the owner of a church building, school house and other real and personal property within said County, and for many years last past has been accustomed to employ a teacher to instruct the children and youth of the congregation and to perform certain other duties about the church.

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Being in want of a teacher, the defendant on the 23rd day of August 1885 made to the plaintiff the following offer in writing to wit: "In the name of the Holy Trinity, God the Father, the Son and Holy Ghost; Amen. Whereas the Evangelical Lutheran St. John Church and Congregation of Union County, Ohio, by the calling away of its former teacher was placed in the necessity to call another teacher in his place: therefore the same convened for that purpose on the 23rd day of August A. D. 1885, and after duly invoking God that he would let the right man be found, the election fell on teacher C. B. Gartner, to whom herewith it imparts the open agreement of the vocation.

We the congregation request herewith teacher C. B. Gartner to assume the office of a christian and congregational teacher at our school and conscientiously, as it is proper for a christian teacher, to conduct the same in our midst, to instruct our school obligated children in the Lutheran catechism, in history of the Bible and also in the other things which are taught in a common elementary school, not only in the German, but also in the English language, and indeed to give all instruction in doctrine according to the Word of God, and the confession of our Lutheran Church, but the instruction in the other things according to the designation of the congregation, besides to aid the parents to rear their children as long as he has them in control in the fear of God and christian culture, and to proceed with a good example, moreover at Church to discharge the duties of an organist.

On the other hand we bind ourselves as a congregation to acknowledge the labor of our teacher on our children in a proper manner, to facilitate, and not aggravate the performance of the same; to provide for him bodily sufficiencies so that he may conduct his office amongst us without care for subsistence. For this purpose we allot to him at least \$500.⁰⁰ as yearly salary, free house rent and the use of several acres of land. We also promise to send our children to him to school diligently and as regularly as possible.

In the name and by the authority of the congregation this 23rd day of August 1885.

Which offer and call was duly signed by the proper officers of the defendant and was presented to the plaintiff and the plaintiff accepted the same and was instructed by the defendant to enter upon his duties as such teacher.

The plaintiff says: that while the defendant

agreed in said writing to pay the plaintiff, "at least \$500" yearly salary." It was known to both parties at the time said writing was made and accepted that the sum to be paid as salary would be raised by voluntary subscription of various sums by the members of the said congregation it was expected it would be more than \$500. per year in the aggregate but it was agreed and understood by both the contracting parties that whatever sums were subscribed would be collected by the defendant and paid to the plaintiff for his services.

It was further understood and agreed by both said parties that the said school would not be continuously taught for the full time of twelve months, but that there would be the usual and accustomed vacation of about ten weeks, commencing about the first day of July in each year.

According to said employment the plaintiff began his services for the defendant on the 20th day of September 1885; and for the first year the members of said church and congregation subscribed for, and the defendant collected and paid over to this plaintiff the sum of \$538.00 and the usual school vacation was had.

The plaintiff entered upon his second year of service for the defendant on the 20th day of September 1886, and there was subscribed by the members of said congregation for the plaintiff's salary for this second year, the sum of \$572.00 which subscription was to be collected by the defendant and paid over to the plaintiff from time to time during the year.

The plaintiff continued in the employ of the defendant and rendered all the services required of him by his said employment until about the first day of July 1887, at which time the usual vacation was had.

The plaintiff remained in the house and premises of the defendant until about the 20th day of August 1887, and was ready able and willing to continue said school at the proper time after said vacation should close, and for the short time remaining of his said second year, but the defendant wrongfully and unlawfully and without any cause or provocation on the part of the plaintiff refused to permit the plaintiff to close his school or teach the few remaining days, and without cause or provocation on the part of the plaintiff prevented the plaintiff from rendering any further services under said contract.

The defendant during the time he was teaching the second year paid the plaintiff money from time to time on his salary in all amounting to the sum of \$259.²⁰ and no more (the plaintiff being mistaken in the amount paid as stated in his original petition)

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The plaintiff says that when he was wrongfully dismissed from said school on or about the 20th day of August 1887, he was informed by the defendant that it had his salary for the year and that it would pay the plaintiff the sum that remained due him, and the plaintiff avers that, while he is not able to state positively that the defendant did collect all said subscription, yet it all could, and should have been collected by the defendant, and paid upon said contract, to and for the plaintiff, as his salary for said second year.

The plaintiff says there is still due him from the defendant as the remainder of his said salary for said second year the sum of three hundred and twelve dollars and fifty cents with the interest thereon from the 20th day of September 1887.

Wherefore the plaintiff prays judgment against the defendant for said sum of three hundred and twelve dollars and fifty cents together with the interest thereon from the 20th day of September 1887 and for all proper relief.

H. T. Hoopes, ^{2nd} J. L. Cameron,
Attorneys for Plaintiff.

The State of Ohio,
Union County ss:

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

Sworn to before me and signed in my presence
this 19th day of January 1894.
(Seal) R. M. Leroy, Clerk of Court.

Afterward, on the 23rd day of January A. D. 1894 an Entry was made on the Journal by the Clerk of Court.
C. B. Gartner

Entry
65-79 The German Lutheran
St. John Church
Congregation

Journal 16, Page 503

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

Afterward, on the 20th day of March A. D. 1894 an Entry was made on the Journal by the Clerk of said Court.

6579 Entry vs. The German Lutheran St. John Church Congregation.

Journal 16, Page 543.

This day leave is granted to file answer to the amended petition of plaintiff, and answer filed.

Afterward, on the 17th day of March A.D. 1894, an answer was filed with the clerk of said Court, to wit:

6579 Answer to Amended Petition vs. The German Lutheran St. John Church Congregation, Defendant

Court of Common Pleas Union County, Ohio.

The defendant answers: I - To the amended petition of plaintiff filed January 19th, 1894, and admits that it is an incorporated religious society organized under the laws of Ohio, and located in said County of Union, and in Darby Township in said County, but the incorporated name of said society is the Evangelical Lutheran St. John's Congregation.

II - Defendant admits that it is the owner of a church building, school house, and residence for the school teacher, and some real estate belonging to the residence, and also to said church property as alleged by plaintiff.

III - Defendant admits that it employed plaintiff to teach their school, he to perform the duties and services of school teacher and organist in their religious exercises as alleged.

And, that defendant was to pay him for his services at least \$500.00 per year and give him free use of said residence and the use of some ten acres of land belonging to said residence, and which offer plaintiff accepted.

But his employment was for no definite time; and defendant denies that plaintiff commenced his services on the 20 day of September, 1885, but avers that he did not begin said services until the 27th day of September of that year. And that plaintiff continued to teach school up to June 24th, 1887, but did play the organ on the Sundays, in church, on June 26th and July 3rd, 1887.

And defendant admits that plaintiff remained in said residence, and occupied said premises including said land, at the sufferance of defendant until the 2nd day of September 1887, but had no right to the same after July 3rd, 1887.

And defendant admits that plaintiff was paid for his services, for the first year, and avers that he was paid in full for all the services he rendered defendant.

And defendant denies each and every allegation of plaintiff's petition not herein spe

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-cifically admitted to be true.

III Second Ground of Defense: Defendant says, that for some time prior to, and up to July 3^d, 1887, the plaintiff had not been performing his said services according to his contract, and because of this, the defendant became dissatisfied with him, and about June 15th 1887 requested that he resign his said position and quit the services of defendant. The plaintiff refused to resign his position, but did voluntarily quit, and abandon said service on July 3^d, 1887, and never afterward offered to continue in the service of defendant or perform any further service for it, either way of teaching their school, or in discharge of his duties as an organist at their church during their religious exercises, and which was one of his duties of employment, as aforesaid, and as to which duties he was to have no vacation. And plaintiff was therefore not entitled to any remuneration after said 3^d day of July 1887.

IV Third Ground of Defense: Defendant says, that the contract of employment entered into between it and the plaintiff was an entire contract, and was not divisible, that is to say; the defendant was to pay plaintiff "at least \$500." as yearly salary, give him free house rent, and the use of several acres of land belonging to said house. And the plaintiff was to teach the school of defendant, and discharge the duties of an organist at their church as aforesaid. The defendant, however, not desiring to deprive plaintiff of the house and said lands until it would want the premises for another teacher, suffered plaintiff to remain in the house from said third day of July 1887, until they wanted said house and lands for another teacher.

Thereupon about the 15th day of August 1887, defendant then wanting possession of said premises a notice was served by defendant upon plaintiff, according to law, to vacate and leave said premises within three days from the date of the service of said notice.

But plaintiff disregarded said notice to vacate, and remained in said premises. And defendant was compelled to bring, and did bring, an action against plaintiff of forcible detainer, to obtain possession of said premises, said action being brought in the name of the Trustees of said Congregation, and which action defendant brought on the 20th day of August 1887, before George Harris, then a Justice of the Peace, within and for said Darby Township, in said County of Union, defendant alleging in its complaint, in substance, that the plaintiff unlawfully retained said premises from defendant, and had so unlawfully detained the same

from the 15th day of August 1887, and that defendant was entitled to the immediate possession of said premises etc.

And said action was tried before said Justice, and a Jury on the 30th day of August 1887. And such proceedings were had in said action, that on said last named day, said Jury returned to said Justice their verdict, which was, in substance, that the plaintiff was guilty as charged in the complaint of defendant, and that defendant was entitled to the possession of said premises, on which verdict the Justice immediately entered a judgment of restitution against plaintiff and adjudged that the said plaintiff pay the costs of said action, which is assessed at \$24.85 and increase costs \$1.⁵⁰ amounting in all to \$26.35.

That on the 31st day of August 1887 said Justice issued a writ of restitution to a Constable of said Township, who, on the 2nd day of September 1887, by virtue of said writ ousted plaintiff from said premises, and delivered possession of the same to this defendant.

Which verdict of said Jury and which judgment of said Justice of the Peace, was not appealed from, is unreversed, and is still in full force and effect.

The defense made by said Gartner to said action was, that he was the school teacher in the employ of defendant, that his year had not expired, and he consequently had a right to possession of said premises until his year would expire with defendant, but these issues were found, decided and adjudged against him as aforesaid.

Defendant therefore avers that said contract between plaintiff and defendant, being entire, and not divisible, the issues in this case have all been tried, before a Court of competent jurisdiction, and have been decided and adjudged against plaintiff, and ended, and cannot be again tried in this action.

IV. Fourth Ground of Defense: The defendant says that after the plaintiff voluntarily quit the service of defendant, as heretofore stated, he continued to occupy the said dwelling house, and the said land belonging thereto, for two months to wit: from July 3rd, 1887 to September 2nd, 1887, for which period plaintiff paid no rent, and defendant says that the rent of said house for said two months is worth six dollars per month, to wit: twelve dollars.

That the use and rent of said land, to wit: about ten acres, is worth \$2.⁵⁰ per month, to wit: five dollars, amounting in all to seventeen dollars, with interest from September 2nd, 1887. For which amount with the interest, defendant asks judgment against plaintiff.

V. Fifth Ground of Defense: Defendant says that the said costs adjudged against the plaintiff, in said case of forcible detainer before said Justice, and Jury, set forth

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Summary

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Reply

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in the third ground of defense herein, to wit the said sum of \$26.²⁵ defendant was compelled to pay, and did pay thereon, the sum of \$16.⁵⁰

Defendant therefore asks judgment against plaintiff, for said sum of \$16.⁵⁰ with interest from the sixth day of October 1887.

The defendant therefore asks such relief as in justice and equity it is entitled to by reason of the premises

Porter & Porter,

Attorneys for Defendant.

Casper G. Scheiderer being sworn makes oath that the defendant is a corporation organized under the laws of Ohio, and affiant is an officer thereof, to wit; a Trustee of the same.

Affiant further makes oath that he believes the facts stated in the foregoing answer to be true.

Casper G. Scheiderer.

Sworn to by Casper G. Scheiderer before me, and signed by him in my presence this 17th day of March A.D. 1894.

(Seal)

R. M. Crony, Clerk of Court.

Afterward, on the 5th day of April A.D. 1894, a Demurrer was filed with the Clerk of said Court, to wit:

C. B. Gartner

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

Demurrer

The German Lutheran
St. John Church
Congregation

6579

The plaintiff demurs to the third ground of defense set up in the defendants answer and for grounds of demurrer says: facts sufficient to constitute a ground of defense to the petition are not in said third defense stated.

N. T. Hoopes & J. L. Cameron,
Attorneys for Plaintiff.

Afterward, on the 5th day of April A.D. 1894, a Reply was filed with the Clerk of said Court, to wit:

C. B. Gartner, Plaintiff

In the Court of Common Pleas
Union County, Ohio.

Reply

The German Lutheran
St. John Church
Congregation Defendant.

6579

For reply to the second defense set up in the defendants answer the plaintiff says: He denies each and every allegation to said second defense contained except that plaintiff was asked to resign and refused to do it.

For reply to the fourth defense in the answer the plaintiff says: He denies all the allegations in said fourth defense except that plaintiff was in the possession of said premises until the 2nd day of September 1887.

For reply to the fifth defense the

plaintiff says he denies that the defendant was compelled to pay any costs for him, or that any costs were legally assessed against him or that any thing is due defendant therefor.

Wherefore the plaintiff prays as he has already prayed in his petition.

W. F. Hoopes & J. L. Cameron,
Attorneys for Plaintiff.

The State of Ohio,
Union County, ss:

J. L. Cameron being sworn says he is one of the Attorneys for the plaintiff duly authorized. The plaintiff is a non resident of Union County. Affiant believes the allegations in the foregoing reply to be true,
J. L. Cameron.

Sworn to before me and signed in my presence this 4th day of April 1894. (Seal) R. M. Liberty, Clerk of Court.

Afterward, on the 18th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of said Court, C. B. Hartner

Entry
6579

The German Lutheran
St. John Church and
Congregation
vs.
Journal 17, Page 12.

This day this cause come on to be heard upon the demurrer of the plaintiff to the third (3) ground of defense set up in the answer of the defendant to the amended petition of the plaintiff, and the Court after hearing the argument of counsel, sustains said demurrer. To which ruling, decision and judgment of the Court the defendant then and there excepted.

Afterward, on the 28th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of Court: C. B. Hartner

The German Lutheran
St. John Church
Congregation
vs.
Journal 17, Page 32.

This day come the parties, and waived calling and empanelling a Jury and by agreement submitted this cause to the Court upon the pleadings and the evidence. On consideration thereof the Court being fully advised in the premises finds in favor of the plaintiff upon the issues joined and that there is due the plaintiff from the defendant as a balance on his second years salary from September 27th, 1886 to September 27th, 1887 the sum of two hundred and fifteen dollars and twenty-five cents. It is therefore considered

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and adjudged by the Court that the plaintiff recover from the defendant the said sum of two hundred and fifteen $\frac{3}{4}$ $\frac{2}{3}$ D. dollars together with his costs herein expended taxed at \$--.

Afterward, on the 28th day of April A. D. 1894, a motion was filed with the Clerk of said Court, to wit: C. B. Gartner, Plaintiff

motion

vs.

The German Lutheran St. John Church & Congregation

Court of Common Pleas, Union County, Ohio. Motion for New Trial.

6579

Now comes the defendant, "The German Lutheran St. John Church and Congregation", and moves the Court to set aside its findings and judgment and grant to defendant a new trial in this action for the following reasons, to wit:

- 1st The Court erred in sustaining the demurrer of plaintiff to the third (3) ground of defense set up in defendant's answer filed March 17th 1894 to the amended petition of plaintiff.
- 2nd The Court erred in rejecting the testimony offered by defendant to prove that this cause had already been adjudicated in an action brought by defendant against plaintiff before George Harris, a Justice of the Peace of Darby Township in said County of Union.
- 3rd The finding and judgment of the Court is against and contrary to the weight of the evidence and the law of the case.
- 4th The finding and judgment of the Court are excessive.
- 5th The judgment is given for the plaintiff when by the law of the land, it should have been given for the defendant.

The defendant ask that said finding and judgment be set aside, and a new trial awarded defendant. Porter & Porter, Attorneys for Defendant.

Afterward, on the 28th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of Court: C. B. Gartner

Entry

vs.

6579

The German Lutheran St. John Church & Congregation

Journal 17, Page 28.

This day this cause come on to be heard upon the motion of defendant for a new trial in this cause and was argued by counsel; on consideration whereof it is ordered that said motion be, and the same is hereby overruled. To which ruling and decision the defendant then and there excepted.

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 16th day of December A.D. 1893, Philip Vanderan filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Lewis Strong et al. to-wit:

Petition
Philip Vanderan, Plaintiff

Court of Common Pleas,
Union County, Ohio.

vs.
Lewis Strong Jr. & Lizzie Strong
Defendants

The plaintiff Philip Vanderan says that the defendant Lewis Strong Jr. on the 29th day of March 1890 executed and delivered to the plaintiff Conrad Weidman jointly his promissory note for the sum of one thousand dollars, to draw eight per cent. interest per annum.

Interest payable annually, for value received, said note being due and payable in one year from date thereof.

That on March 29th, 1890, the defendant Lewis Strong Jr. and his wife Lizzie Strong executed and delivered to the plaintiff herein and Conrad Weidman jointly their mortgage deed, to secure the payment of said note above mentioned, upon the following described property, to-wit: Situate in the County of Union, in the State of Ohio and in the Township of Paris, Survey N^o 120.20 in name of J. Salloway.

Beginning at a sugar tree S. N. corner to Elizabeth Rickman Survey N^o 4069; thence S. 50° N. 44 poles to 3 dogwoods S. E. corner to W^m Witters Survey N^o 12314; thence with the line of said Survey N. 10° N. 170 poles to 2 ironwoods and an elm in the line of the Survey made for Robert Means N^o 5992; thence with said line N. 52° E. 50 poles to a sugar tree in line of said Rickman Survey; thence with said line S. 10° E. 170 poles to the beginning containing 44 acres of land, more or less.

Being same land conveyed by P. Vanderan to Woods March 31/79.

That said mortgage deed was upon the condition that if said Lewis Strong Jr. failed to pay his said note and interest as agreed said mortgage deed should become absolute.

That in said mortgage deed the said defendant Elizabeth Strong under her signature of Lizzie Strong released her right to dower in said premises described.

That on the 29th day of March 1890 at 2⁵⁵ P. M. said mortgage deed was duly filed for record with the Recorder of Union County Ohio

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and on the 9th day of April duly entered upon the records of said office in Vol. 26, Page 28, Record of Mortgages of Union County, Ohio.

That there is a credit upon said note of date of April 1st, 1891 of \$80.⁰⁰ indorsed as being the interest due thereon March 29th, 1891.

That on the 21st day of November 1891 and for value received said Conrad Weidman assigned to the plaintiff herein all his interest in said note and mortgage which assignment was duly entered on said mortgage and record November 21st, 1891.

That on March 29th, 1892, in consideration of the plaintiff herein forbearing to enforce his rights under said mortgage and note the defendant agreed and promised to pay 5 per cent. interest per annum payable annually upon the interest due and unpaid.

That said mortgage has become absolute the conditions thereof being broken.

The plaintiff therefore prays for a decree of foreclosure of said mortgage and sale of said premises and that the proceeds be applied upon the taxes due and unpaid, upon the costs herein and upon the note herein and interest thereon (\$1144.⁰⁰) and for such other and further relief as he may be entitled.

J. H. Kinkade,

State of Ohio,
Union County, ss: |

Attorney for Plaintiff.

Philip Vanderan being duly sworn says that he is the plaintiff herein and the facts stated and allegations herein are as he believes true.

Philip Vanderan,

Sworn to and subscribed before me this 16th day of December 1893.

(Seal)

J. C. Griffith,

Notary Public

Procipe To the Clerk.

Issue Summons herein returnable according to law, indorsed Equitable Relief, Foreclosure of mortgage. Amount claimed \$1144.⁰⁰

J. H. Kinkade,

Filed December 16th, 1893.

Attorney for Plaintiff.

Afterward, on the 16th day of December A. D. 1893, 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 Lewis Streng, Jr. and Lizzie Streng that they have been sued by Philip Vanderan in the Court of Common Pleas of Union County, and must answer by the 13th day of January A. D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on

The 25th day of December A. D. 1893.
Witness my hand and the Seal of said Court,
(Seal) This 16th day of December A. D. 1893.
R. M. Leroy, Clerk.

Endorsed: "In action for Equitable Relief. Foreclosure of
Mortgage. Amount claimed \$1144.⁵⁰"

Sheriff's
Return

And on the 23rd day of December A. D. 1893, the Sheriff
of said County returned said writ to the Clerks Office
in said County, which return is as follows, to wit:

Ser. Return	40
Mileage	64
Copy	30
Total	\$ 134

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

Received this writ December 18th, A. D. 1893,
at 10 o'clock A. M. and served same by delivering
a true copy of this writ with the endorsements thereon to
the within named defendants Lewis Strong Jr. and Lizzie
Strong personally on the 23rd day of December 1893.

William G. Snodgrass, Sheriff.

Afterward, on the 30th day of January A. D. 1894, an
Entry was made on the Journal by the Clerk of Court,
Philip Vanderan

Entry

Lewis Strong Jr. et al.

Journal 16, Page 518.

6631

This cause now coming on for hearing on the
petition and the evidence, the Court find that the
defendants Lewis Strong Jr. and Lizzie Strong his wife
have been duly served with Summons in this case,
and that said defendants are in default for answer
and demurrer, and that the allegations of the petition
are thereby confessed by them to be true, and that there
is due the plaintiff Philip Vanderan from the defend-
ant Lewis Strong Jr. on the promissory note set forth
in the petition, with interest to date of this decree
the sum of \$1244.¹⁶

The Court further find that in order to secure
the payment of said note the defendants Lewis Strong
Jr. and Lizzie Strong his wife executed and delivered to
said Philip Vanderan the plaintiff and to Conrad
Weidman their certain mortgage as in the petition
described, and on the premises therein described that
said mortgage was duly recorded in Vol. 26, Page 25
Record of Mortgages, Union County, Ohio, and that
said Conrad Weidman assigned his interest in
said note and mortgage to the plaintiff herein as
set forth in said petition, and that said mortgage
is a good and valid lien on the premises described
in the petition, and that the conditions in said
mortgage have been broken.

It is therefore adjudged and decreed that
unless the defendant Lewis Strong Jr. shall within 10

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days from the entry of this decree, pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due as aforesaid, with interest from the 29th day of January 1894, the defendant's equity of redemption be foreclosed and said premises be sold, and that an order of sale issue therefore to the Sheriff of Union County Ohio, directing him to appraise, advertise, and sell said premises as upon execution, and report his proceedings to this Court for further order.

Afterward, on the 15th day of February, A.D. 1894, an Order of Sale was issued by the Clerk of said Court.

Order of Sale
The State of Ohio,
Union County, ss:

6631

To the Sheriff of said County, Greeting
Whereas, at a Court of Common Pleas, holden at the Court House in Marysville in said County of Union, on the 30th day of January 1894, Philip Vanderan obtained a Judgment and Decree against Lewis Streng Jr. and Lizzie Streng his wife for the sum of twelve hundred and forty-four ³/₄ ¹/₁₀₀ dollars and eight and ³/₁₀ dollars, costs of suit.

And Whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Lewis Streng Jr. within 10 days from the 30th day of January A.D. 1894, pay unto the said Philip Vanderan the said sum of twelve hundred and forty-four ³/₄ ¹/₁₀₀ dollars, with interest from the 29th day of January 1894, and costs aforesaid; and, on default to pay the same, that an Order of Sale issue to the Sheriff of said County, commanding him to proceed, according to the Statute regulating Judgments and Executions at law, to sell the real estate described in the plaintiff's petition &c. And Whereas, the 10 days aforesaid have fully expired, and the said sum of twelve hundred and forty-four ³/₄ ¹/₁₀₀ dollars and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed without delay to appraise advertise and sell according to the Statute regulating Judgments and Executions at law, the following lands and tenements, situate in Union County, Ohio, and in Survey N^o 120.20 in the name of J. Galloway.

Beginning at a sugar tree S. N. corner to Elizabeth Rickman's Survey N^o 4069; thence S. 8^o - N. 44 poles to three dogwoods S. E. corner to W^o Witters Survey N^o 12314; thence with the line of said Survey N. 10^o - N. 170 poles to two ironwoods and an elm in the line of the Survey made for Robert Means N^o 3992; thence with

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said line N. 52° E. 50 poles to a sugar tree in the line of said Rickmans Survey - thence with said line S. 10° E. 170 poles to the beginning containing 44 acres of land more or less. Being the same land conveyed by P. Vanderan to Woods, March 31/79.

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 15th day of February A. D. 1894.
R. W. Leroy, Clerk.

Sheriff's Return

And on the 24th 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:

6631

Service	25	The State of Ohio,
Levy	25	Union County Sheriff's Return.
Sum. Aprs.	1.00	Received this writ the 16 th day of February
Swear	25	A. D. 1894 and on the 16 th day of February A. D. 1894
Convey	1.00	I called on inquest of J. S. Beagle, A. S. Gargl
Writing April	25	M. Hopkins three disinterested freeholders
Copy of	25	and residents of the County, and caused the
Notice to Ptr.	25	within described real estate to be duly ap-
Affidavit to	25	praised on their oaths; they on the same
Writing Notice	25	day returned to me an estimate of the value
Mileage	50	thereof (to wit: \$1320. ⁰⁰) under their hands
Return	25	and seals, a copy of which I forthwith de-
Total	5.25	posited with the Clerk of the within named
Appraisers fee	3.00	Court. Thereupon I caused public
Printer's fee	13.65	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 24th day of March 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, 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 Philip Vanderan, for the sum of eleven hundred dollars (\$1100.⁰⁰) he being the highest bidder therefor, and the sum bid being more

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Wm G Snodgrass, Sheriff.

Proof of Publication

Afterward, on the 24th day of March A. D. 1894, a Proof of Publication was filed with the Clerk of said Court, Philip Vanderan

Sheriff's Sale.

On Order of Sale.

Lewis Strong Jr. et al | Court of Common Pleas, Union County, Ohio.

By virtue of the above 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 said County of Union, Ohio, on Saturday March 24th, 1894, at or about the hour of one o'clock P. M. the following described real estate, to-wit: Situated in the Township of Paris, County of Union and State of Ohio, and bounded and described as follows: In Survey N^o. 12020 in the name of J. Galloway. Beginning at a sugar tree south-west corner to Elizabeth Rickman's Survey N^o. 4069; thence south 8^o west 44 poles to three dogwoods south-east corner to W^o. Hillers Survey N^o. 12314; thence with the line of said Survey north 10^o west 170 poles to two ironwoods and an elm in the line of the Survey made for Robert Means N^o. 5992; thence with said line north 52^o east 50 poles to a sugar tree in the line of Rickman Survey; thence with said line south 10^o east 170 poles to the beginning, containing forty-four (44) acres of land, more or less. Being the same land conveyed by P. Vanderan to Woods March 31/79.

Appraised at \$30.⁰⁰ per acre.

Terms of Sale, Cash.

Wm 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 five consecutive weeks in the "Marysville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with February 21st, 1894.

Sworn to and subscribed before me, this 24th day of March 1894. (Seal) R. M. Croy, Clerk.

Afterward, on the 28th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of said Court Philip Vanderan

Entry

Journal 17, Page 27.

Lewis Strong Jr. 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

6631

careful examination of the proceedings of the said Sheriff, the defendant withdrawing all contrary motions and consenting to said confirmation the Court being satisfied that the proceedings 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 Philip Vanderan (the plaintiff herein) by deed, according to law, the property so sold and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the record thereof in the office of the Recorder of Union County, Ohio. And the balance of said claim cancelled by agreement, and that the plaintiff being purchaser pay the taxes on said premises and costs herein.

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 April, to wit, on the 9th day of April in the year of our Lord one thousand 800 and ninety four.

Be it remembered that, heretofore, to wit, on the 3rd day of February A.D. 1894, Robert Samler et al filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Sarah A. Heale et al.

Robert Samler
Lawrence Martin. Plaintiff

Court of Common Pleas,
Union County, Ohio.

Sarah A. Heale, Olford Heale
William Moodie. Defendants

Petition
6662.

The said plaintiffs respectfully represent to the Court that the plaintiffs on the 15th day of January 1894 at the January term 1894, of the Court of Common Pleas of said County of Union in the State of Ohio, recovered against said Sarah A. Heale and Olford Heale, a judgment in said Court for the sum of three thousand

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ten dollars debt with interest at six per cent. from Decem-
ber 16, 1893 and for \$7⁰⁰/₁₀₀ costs by the judgment of said
Court which judgment remains in full force and unpaid.

That on the 30th day of January 1894 said plain-
tiff caused a writ of execution to be issued upon said
judgment directed to the Sheriff of said County of Union
commanding him of the goods and lands of said de-
fendants Sarah A. Hale and Olford Hale he makes said
judgment and costs and increase costs.

That said Sheriff failed to find any goods or
chattels to satisfy said execution and for want thereof
on the 30th day of January 1894 levied upon the following
real estate as the property of said Sarah A. Hale
and Olford Hale to satisfy said execution, viz:

Situated in said County of Union and being
part of Military Survey N^o: 5292 and described as
follows: Beginning at a stake in the center of the
Milford and Marysville road in the west line of said
Survey; thence N. 53 E. 100 poles to a stake and three
sugars; thence S. 37 E. 129 poles to a stake in the center
of said road; thence with said road 40 west 10 poles
to the beginning containing 88 ³/₄ acres more or less.

Also another parcel in said Survey.
Beginning at 2 iron woods, 2 sugars and 2 buckeye
S. E. corner of the Michael Davis 100 acre lot; thence with
his line N. 53 east 100 poles to three sugars N. E. corner
of the John F. Michael farm and in the line of the
H. Grace Andrews farm; thence with the said Andrews
line N. 37 N. 52 poles to two ashes and red oak S. west
corner of said Andrews farm; thence S. 52 N. with the
line of land owned by Edward Keller as the fence
now is placed about 100 poles to the Survey line; thence
to the beginning containing 30 acres more or less,
and all it being the John F. Michael farm as now
occupied by Sarah A. Hale and Olford Hale and
being the same land conveyed to said Michael by
W. C. Fralm Sheriff by deed dated April 22, 1857 and
afterwards conveyed to said Martin and Samler
and by them conveyed to said Sarah A. Hale on
the first day of February A. D. 1887 and by said
Hales to W^m Moodie July 5/88.

That said Sarah A. Hale and Olford Hale
have no goods or chattels or lands or tenements men-
tioned out of which said judgment can be satis-
fied or any part thereof.

That said judgment was obtained for breach
of covenants of warranty in a deed executed by them
to the plaintiffs on the 1st day of February 1887 for
land which was traded to said plaintiffs by said
Sarah A. Hale and Olford Hale in consideration in

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part of the conveyance to said Sarah A. Hale by the plaintiffs of the land above described.

That after plaintiffs had conveyed the said land to the said defendants as aforesaid and placed them in possession thereof they on the 5th day of July 1888 conveyed the said land to W^m Moodie one of the defendants by their Warranty Deed.

The said Sarah A. Hale and Olford Hale are now and ever since said conveyance to them have been in possession of said lands.

That the deed aforesaid to said W^m Moodie recites therein that the same was made in consideration of six thousand dollars paid therefor but plaintiffs say that said W^m Moodie is the father of said Sarah A. Hale and neither paid any consideration for said land or agreed to pay any sum therefor but the same was conveyed to said Moodie without any consideration and was done to enable said Sarah A. Hale and Olford Hale to avoid payment of their debts and it was the agreement and understanding by and between them that said Sarah A. Hale and Olford Hale should own, use and control the same just as they had done before said deed was executed and as against the said judgment of the plaintiffs they say it is void and of no effect but remains liable to the payment of the said judgment.

Therefore the plaintiffs pray that said defendants be duly served with process in this case and on final hearing that the said deed of conveyance to said Moodie for said land be set aside and held for naught so far as it regards the said judgment of the plaintiffs and that an order and decree of the Court may be rendered herein requiring the sale of said land to satisfy said judgment and costs and interest and that such other relief may be granted plaintiffs in the premises as law and equity require.

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

Lawrence Martin being duly sworn deposes and says he believes the allegations of the foregoing petition are true.

Lawrence Martin,
Sworn to before me and signed in my presence
this 3rd day of February 1894.
(Seal) R. Mileroy, Clerk of Court.

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To the Clerk of Court:

Issue Summons for the above named defendants and endorse "Petition in Equity to set aside conveyance to: Robinson & Woodburn Attorneys for Plaintiffs Filed February 3rd, 1894.

Summons

Afterward, on the 3rd day of February A.D. 1894, 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 Sarah A. Hale and Olford Hale & William Moodie that they have been sued by Robert Samler and Lawrence Martin in the Court of Common Pleas of Union County, and must answer by the 3rd day of March A.D. 1894, 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 February A.D. 1894.

Witness my hand and the Seal of said Court (Seal) this 3rd day of February A.D. 1894. R. M. Heron, Clerk.

Endorsed: "Petition in Equity to set aside conveyance."

Sheriff's Return

And on the 8th day of February A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Ser. ^y Return	55
Mileage	1 76
Copy	45
Total	2 76

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

Received this writ February 5th, A.D. 1894, at 9 o'clock A.M. and served same by handing a true copy of this writ with the endorsements thereon to the within named defendants on the 6th day of February 1894. Wm. G. Snodgrass, Sheriff

Afterward, on the 26th day of February, A.D. 1894, an Answer was filed with the Clerk of said Court,

Robert Samler & Lawrence Martin, Plaintiff

Court of Common Pleas, Union County, Ohio.

Sarah A. Hale et al. Defendants Answer of William Moodie.

Now comes the defendant William Moodie and for answer to the plaintiffs petition denies that when he purchased the lands described in the plaintiffs petition, of the said Sarah A. Hale and Olford Hale in the year 1888 that he neither paid any consideration for said land or agreed to pay any sum therefor, as the plaintiffs allege but on the contrary this answering defendant avers that he paid the full price and value of said land in money to the said

Sarah A. Hale and Olford Hale, to wit: he paid the sum of \$--- therefor, and the said Moodie denies that said land was conveyed to him without consideration as alleged and denies that said conveyance was made to enable the said Sarah A. Hale or Olford Hale to avoid payment of their debts or any of the debts of either of them and denies that it was the agreement or understanding between himself and the said Hales or either of them that the said Sarah A. Hale and Olford Hale or either of them should own, use or control the same as they had done before said deed was executed but on the contrary, this answering defendant says that said Hales were to pay him for the use of said land and this defendant denies that as against the said judgment of the plaintiffs said conveyance is void and of no effect and denies that said land is liable to the payment of said judgment of the plaintiffs and this answering defendant avers that he is the legal and sole owner of said lands and neither of the said Hales has any interest in the same. And this answering defendant asks to be dismissed with his costs.

W. W. Merchant,
 by Porter & Porter, Attorneys for Defendant.

State of Ohio,
 Union County, ss:

William Moodie being first duly sworn says the facts stated and allegations made in this his answer are true as he believes.

William ^{his} Moodie

Sworn to before me and by the said William Moodie subscribed in my presence this 26th day of February A. D. 1894.

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

Afterward, on the 24th day of April A. D. 1894, a Reply was filed with the Clerk of said Court, to wit:

Robert Samler
 Lawrence Martin, Plaintiff

Court of Common Pleas,
 Union County, Ohio

vs.
 Sarah A. Hale et al. Defendants.

The plaintiffs for reply to the answer of William Moodie say that they deny that said Moodie "paid the full price and value of said land to said Sarah A. Hale and Olford Hale or to any one for them.

Also deny that said Hales were to pay him (said Moodie) for the use of said land and deny that said Moodie is the legal owner of said lands and pray decree as they do in their petition.

Robinson & Woodburn,
 Attorneys for Plaintiff

Reply

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The State of Ohio,
Union County, ss.:

Lawrence Martin being duly sworn deposes and says the allegations of the foregoing Reply are true as he believes.

Sworn to before me and signed in my presence
This 24th of April 1894. (Seal) R. Mileroy,
Clerk of Court.

Afterward, on the 28th day of April A.D. 1894, an Entry was made on the Journal by the clerk of court.

Robert Samler vs.
Lawrence Martin

Journal 17, Page 30.

Entry

Sarah A. Hale, Olford
Hale & W^m Moodie

6662

This day came on this cause to be heard to the Court; whereupon the Court being fully advised in the premises find from the evidence that the allegations of the petition are true and said deed to William Moodie ought to be set aside as against the judgment in said petition described but that said Moodie having paid the \$1900.⁰⁰ mortgage which was a lien on said land when said deed was executed, ought in equity to be subrogated in place of the said mortgage.

It is therefore considered, ordered and decreed that the deed mentioned in said petition made by Sarah A. Hale and Olford Hale to William Moodie be set aside and held for nought as against the judgment in said petition described but that William Moodie hold the first lien on said land for the amount of said mortgage on said land at the time said deed was executed.

It is therefore ordered and decreed that if said defendants fail for ten days to pay the said judgment and costs mentioned in said petition, to wit \$3070 debt and \$7.⁰⁰ costs and interest thereon from December 16th 1893 then that an order of sale issue to the Sheriff of this County commanding him to appraise, advertise and sell said premises in the petition described and bring the proceeds thereof into Court to first pay the amount of said mortgage and interest to William Moodie and the balance to apply on the said claim due the plaintiffs on said judgment.

Thereupon the defendant William Moodie gave notice of his intention to appeal this case to the Circuit Court, and the Court fix the amount of the Appeal Bond at \$300.⁰⁰

Pleas continued and held at the Court House in
Marysville, within and for the County of Union in the
South Judicial District of the Court of Common Pleas
of the State of Ohio, before the Honorable John S. Price,
Judge of said Court, of the term of April, to wit, on the 9th
day of April 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 March A. D. 1894, B. J. Barbee, 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
Jonathan Grandstaff to wit:

B. J. Barbee, Plaintiff
Jonathan Grandstaff Defendant. | motion for Conditional Order
of Dormant Judgment.
Court of Common Pleas,
Union County.

B. J. Barbee the above named plaintiff, moves
herein for the allowance of a conditional order of revivor
of the judgment rendered in this action in his favor
against the said defendant by Joseph Corner, a Justice of
the Peace in and for Claiborne Township, Union County,
Ohio, on the eighth day of July A. 1887, for the sum of
Sixty-one $\frac{2}{4}$ $\frac{50}{100}$ dollars and eight $\frac{7}{4}$ $\frac{72}{100}$ dollars, costs with
interest at the rate of six per cent. per annum from the said
8th day of July A. D. 1887 a transcript of which judgment was
duly filed for execution in the office of the Clerk of this Court,
which judgment is wholly unsatisfied and upon which no
execution has been sued out since the 19th day of June 1888.

Said order to be for the sum of Sixty-three $\frac{95}{100}$
dollars with interest from the 8th day of July A. D. 1887.
J. F. Millar,
Attorney for Plaintiff.

B. J. Barbee, Plaintiff
Jonathan Grandstaff Defendant | Conditional Order of Revivor of
Dormant Judgment.
Court of Common Pleas,
Union County. March 20th, 1894.

In this cause, on the motion of said plaintiff, and
the showing of his counsel, it being made to appear to the
Court that the said judgment herein has become and is
dormant, and that there is still due thereon the sum of
Sixty-one $\frac{2}{4}$ $\frac{50}{100}$ dollars, and $\frac{8}{4}$ $\frac{72}{100}$ costs, with interest from
the 8th day of July A. D. 1887.

It is therefore ordered that said defendant,
Jonathan Grandstaff be, and he is hereby ordered to
show cause why the said judgment for said sums of
money should not be revived on or before the 21st day of
April A. D. 1894, and in default of such showing, that
said judgment to stand revived for said sum of money.

Conditional Order of Revivor issued to Judge's Dept. 6692
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Conditional Order of Revivor issued to Judge's Deft. 6692.

The State of Ohio, Union County, ss. Conditional Order of Revivor issued: To the Sheriff of Union County, Greeting; Whereas, In the case of B. J. Barbee against Jonathan Grandstaff 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 B. J. Barbee and it being made to appear to the Court that the said judgment herein has become and is dormant, and that there is still due thereon the sum of Sixty-one ²⁵/₁₀₀ dollars and eight ⁷²/₁₀₀ costs, with interest from the 8th day of July A.D. 1887.

It is therefore ordered that said defendant Jonathan Grandstaff be and he is hereby ordered to show cause why the said judgment for said sums of money should not be revived on or before the 21st day of April A.D. 1894, 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 Jonathan Grandstaff who is required to answer unto the same by the 21st day of April A.D. 1894, and make return of the same on the 2nd day of April A.D. 1894.

Witness my hand and the Seal of said Court (Seal) This 20th day of March A.D. 1894. R. M. Leroy, Clerk.

Sheriff's Return

And on the 24th day of March A.D. 1894, the Sheriff of said County returned said writ to the Clerks Office in said County, which return is as follows:

Service	25
Mileage	240
Copy	15
Return	25
Total	305

The State of Ohio, Union County, ss. Sheriff's Return. Received this writ March 20th, A.D. 1894, at 11 o'clock A.M. and pursuant to its command on the 24th day of March 1894, served the same by delivering a true copy of this writ with the indorsements thereon to the within named Jonathan Grandstaff personally. Wm. S. Snodgrass, Sheriff.

Entry 6692

Afterward, on the 23rd day of April A.D. 1894, an Entry was made on the Journal by the Clerk of Court. B. J. Barbee vs. Jonathan Grandstaff Journal 17, Page 15.

This day this cause came on to be heard by the Court, and the Court, finding that said defendants (each and every of them) have 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 Sixty-one ²⁴/₁₀₀ dollars and eight ⁷²/₁₀₀ dollars, costs, with interest at the rate of six per cent. per annum from July 8th, 1887, be and the same doth stand revived against the said Jonathan Grandstaff and every of them; and that the plaintiff recover against them, jointly and severally, his costs in and about this proceeding of revival, incurred and expended, taxed at \$---

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 7th day of April in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that, heretofore, to wit, on the 28th day of April A. D. 1894, the following Petition, Answer, and Entry upon Cognovit Note was filed with the Clerk of said Court, to wit:

The State of Ohio,
 Union County, ss: In the Court of Common Pleas,
 N. H. Ferguson, Plaintiff

Petition

S. Taylor, Defendant

6722

Plaintiff states that the defendant on or about the 21st day of April A. D. 1893, executed and delivered to the said plaintiff, his promissory note, of that date, together with a Warrant of Attorney, which promissory note and Warrant of Attorney are hereto attached, marked "Exhibit A" and made a part of this petition.

Said plaintiff further says that said promissory note is due and unpaid; that he is the legal owner and holder thereof, and that there is still due him thereon from said defendant, the sum of two hundred and seventy one dollars with interest at the rate of eight per centum per annum, from the 21st day of April A. D. 1893.

Wherefore, the said plaintiff asks judgment against the said defendant for the sum of two hundred and ninety-three dollars and twelve cents, with interest thereon at the rate of eight per centum per annum, from this 28th day of April A. D. 1894, and for costs of suit

J. F. Miller, Attorney for Plaintiff.

Exhibit, \$271.00
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Exhibit, \$271. " Six months after date, for value received, I, or we,
 " or either of us promise to pay N. H. Ferguson, or order,
 " Two hundred and seventy-one dollars, with interest at
 " the rate of 8 per cent. per annum, on all unpaid principal
 " and interest; interest to be computed annually.
 " And I, or we, or either of us, do hereby authorize
 " and empower any Attorney of any Court of Record in the
 " State of Ohio, or elsewhere, to waive the issuing and service
 " of process, and appear for us, or either of us, in any of said
 " Courts, at anytime after the above note becomes due, and
 " confess judgment thereon, against us, or either of us, in
 " favor of the payee or legal holder hereof, for the sum due
 " on said note, with all interests and costs of suit; said
 " judgment to draw the rate of interest specified in note,
 " after rendition, until paid. We do also hereby waive
 " all right of appeal, the stay of execution the power and
 " privilege to hold exempt from execution any personal or
 " real property belonging to us, and release all errors
 " that may accrue in the rendition of said judgment
 " and all right to sue out any writ of error; and our
 " said Attorney is hereby authorized to enter such release
 " in said judgment.

Witness our hands and Seals this 21st day of
 April 1893. S. Taylor. Seal

P. O. Address: Bokes Creek, O.
 The State of Ohio,
 Union County, ss:

J. F. Millar being duly sworn, says that he is
 the Attorney of Record of said plaintiff; that this action
 is brought upon an instrument in writing for the pay-
 ment of money only; that said instrument in writing
 is in his possession, and that he verily believes the
 statements contained in the foregoing petition are true
 in substance and in fact.

J. F. Millar.

Sworn to by said J. F. Millar before me, and by
 him subscribed in my presence, this 28th day of April
 A. D. 1894. Seal R. M. Leroy, Clerk.

The State of Ohio
 Union County ss:

N. H. Ferguson, Plaintiff

In the Court of Common Pleas.

S. Taylor Defendant

Answer

6722

By virtue of the Warrant of Attorney attached
 to the foregoing Petition, I, John M. Brodrick an Attorney
 at Law in the several Courts of Record in the State of
 Ohio, hereby enter an appearance for the said defendant
 at the suit of N. H. Ferguson, Plaintiff against said
 S. Taylor Defendant, and waive the issuing and service
 of process therein, and confess a judgment in favor of

the said N. H. Ferguson against said S. Taylor for the sum of two hundred and ninety-three dollars and twelve cents, damages, being the amount appearing due for principal and interest on said promissory note, and also for costs of suit, and I do hereby release all errors, and waive all right of appeal.

John M. Brodrick,
Defendant's Attorney.

N. H. Ferguson
vs.
Sylvanus Taylor.

Journal 17, Page 27.

Entry
6722

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendant, John M. Brodrick an Attorney-at-Law, of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for two hundred and ninety-three $\frac{3}{4}$ $\frac{12}{100}$ dollars being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises. It is therefore considered that said plaintiff recover of said defendant the sum of two hundred and ninety-three dollars and twelve cents, being the amount of said note with interest computed at 8 per cent. per annum, from the 21st day of April A. D. 1893; and also costs herein expended taxed at \$4.⁰⁰.

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, nowit, on the 15th day of January in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that, heretofore, nowit, on the 17th day of January A. D. 1894, Emily C. Cheney filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Catharine Brown et al. nowit:

Petition Emily C.
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Petition Emily C. Cheney, Plaintiff

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vs.
Catharine A. Brown
Wilson Brown
Daniel T. Lee, Defendants.

In Court of Common Pleas,
Union County, Ohio.

First Cause of Action:

Defendants, Catharine A. Brown and Wilson Brown are indebted to plaintiff in the sum of two thousand six hundred and twenty-two ³/₄ ¹²/₁₀₀ dollars, (\$2622. ¹²/₁₀₀) with interest on twenty-five hundred dollars (\$2500. ⁰⁰/₁₀₀) thereof at eight (8) per cent. per annum payable annually from March 21st, 1891, and on \$122. ¹²/₁₀₀ thereof at six (6) per cent. per annum from April 30th, 1892, which plaintiff claims is due her on a promissory note of which the following is a copy with all credits and endorsements.

Copy of note

\$2500. ⁰⁰/₁₀₀ Marysville, Ohio, Mch. 27th, 1883.

Five years after date I promise to pay to the order of E. C. Lamb Twenty five hundred dollars at 8 per cent. from date. Interest and principal payable at Coshocton, Ohio, interest payable annually.

Value Received.

Catharine A. Brown
Wilson ^{mark} Brown

Signed

Attest: A. T. Carpenter.

Credits:

- Interest paid on this note in full to March 27th, 1884.
- Received on within note \$196. ⁰⁰/₁₀₀ Oct. 16th, 1885.
- Received \$106. ⁰⁰/₁₀₀ Jan'y. 4th, 1887.
- Received \$111. ²⁵/₁₀₀ August 26th, 1887.
- Received \$100. ⁰⁰/₁₀₀ May 29th, 1888.
- Received \$75. ⁰⁰/₁₀₀ Oct. 2nd, 1888.
- Received \$200. ⁰⁰/₁₀₀ April 15th, 1889.
- Received \$200. ⁰⁰/₁₀₀ April 30th, 1890 by Drift. -- No letter.
- Received \$100. ⁰⁰/₁₀₀ March 21st, 1891 - by letter.
- Received on within note \$100. ⁰⁰/₁₀₀ Dec. 26th, 1891.
- Received on within note \$200. ⁰⁰/₁₀₀ April 30th, 1892.

Second Cause of Action:

At the time of delivering said note, and to secure the payment of the same, the Defendants duly executed and delivered to plaintiff their mortgage deed, conveying the following premises, situate in the County of Union in the State of Ohio and in the Township of Union and bounded and described as follows, viz: Beginning at a stake in the center of the Milford and Iron Gravel road (a stone bears S. 59° E. 25 feet) southwest corner to lands formerly owned by Lydia Whitmore; thence with the south line of said lands S. 59° E. 89 ¹/₂ poles to a stone corner to lands formerly owned by George Reed; thence with the lines of said land S. 23° N. 66. ⁰⁰/₁₀₀ poles to a stone in the center of a gravel

road: thence with the center of said road S. 82° 1/2 - E. 16 poles to a stone; thence S. 32° - N. 83 poles to a stone on the bank of the old channel of Treaders Creek; thence continuing the same course S. 32° - N. 13 7/10 poles to a stake in the new channel of said Treaders Creek; thence with the new channel N. 12 3/4 - N. 18 7/10 poles N. 48° - N. 4 poles N. 72° 1/2 - N. 82 poles to a stake in the old channel of said Creek; thence S. 4° - E. 4 6/10 poles to a stake (a small elm bears N. 4° - N. 9 links) corner to J. C. Culbertsons lands; thence with the lines of his land N. 76° - N. 10 1/10 poles to a burr oak on the south bank of Treaders Creek; thence coursing the creek N. 24° - E. 4 poles to a stake on the north bank of said Creek; thence N. 55° 1/2 - N. 10 poles to a stake on the banks of the creek below the bridge over the creek on the Milford and Irwin gravel road corner to J. C. Culbertsons land and the center of said road N. 31° 1/2 - E. 167 7/10 poles to the beginning containing 99 1/2 acres more or less (being 2 1/2 acres in Survey N°: 5708 7/10 25 1/2 acres in Survey N°: 9798 and 17 acres in Survey N°: 8152 and 48 1/2 acres in Survey N°: 5265 north of the old channel of Treaders Creek and 6 acres in Survey N°: 5265 south of the old channel of said Treaders Creek).

Said mortgage was conditioned that if the said Catharine A. Brown and Wilson Brown shall pay or cause to be paid unto the said E. E. Lamb their two promissory notes of even date with said mortgage as follows: One for \$2500.00 due in five years from date at 8 per cent. interest from date, interest and principal payable at Coshocton, Ohio. Interest payable annually.

One for \$1740.00 due in five years from date at 8 per cent. interest from date. Interest and principal payable at Coshocton, Ohio. Interest payable annually, then these presents shall be void; otherwise to be void remain in full force and virtue.

On the 29th day of March 1883, at 3^o o'clock P.M. said mortgage was duly left for record at the Recorders Office of Union County, Ohio, and was duly recorded in Book 20, Page 126 of his records.

At the time of the execution and delivery of said notes and mortgages the plaintiff was unmarried, and her name was then Emily E. Lamb; said Emily E. Cheney, plaintiff herein is the same person mentioned and described in said notes and mortgage as E. E. Lamb.

On or about the first day of November A. D. 1885, the plaintiff for a valuable consideration assigned and transferred by indorsement, the second described note in said mortgage, to wit: Note bearing date March 27th, 1883 for \$1740.00 due in five years from date thereof to William Batchelor, an Executor of the last Will and Testament of Daniel L. Triplett, deceased, who afterwards, to wit, on or about said first day of November assigned and transferred by indorsement

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(Seal)

ment said note to the defendant Daniel T. Lee who is still the owner and holder thereof.

Plaintiff therefore asks judgment against defendants Catharine A. Brown and Wilson Brown in the sum of \$2622.¹² with interest on \$2500.⁰⁰ thereof being principal of said note from March 21st. 1891. at 8 per cent. per annum payable annually, and on \$122.¹² thereof from the 30th day of April A.D. 1892 at 6 per cent. per annum.

Voorhees & Voorhees,

Attorneys for Plaintiff.

State of Ohio,
Coshocton County, ss:

Franklin E. Barney, being sworn says, that he is the Agent of the said Emily E. Cheney duly authorized in the premises. That said Emily E. Cheney is not a resident of said County of Union, and is now absent from said County, and that the facts stated and allegations contained in the foregoing pleading of the said Emily E. Cheney, are as affiant believes true.

Franklin E. Barney.

Sworn to by said Franklin E. Barney, before me and signed by him in my presence this 15th day of January A.D. 1894.

A. J. Hill, Clerk, Common Pleas Court
Coshocton County, Ohio.

(Seal)

Præcipe Emily E. Cheney, Plaintiff

6656 Catharine A. Brown, Wilson Brown & Daniel T. Lee Defendants

Court of Common Pleas,
Union County, Ohio.
Filed January 17th. 1894.

To Clerk: Issue Summons upon the petition in the above case for Catharine A. Brown and Wilson Brown returnable according to law; amount claimed \$2622.¹² with interest on \$2500.⁰⁰ at eight per cent. per annum, payable annually from March 21st. 1891, and on \$122.¹² at six per cent. per annum from April 30th. 1892, and for foreclosure and sale of mortgaged premises.

Voorhees & Voorhees,

Attorneys for Plaintiff

Afterward, on the 17th day of January A.D. 1894, a Summons was issued by the Clerk of said Court, to wit:

6656 The State of Ohio
Union County

To the Sheriff of Union County:
You are hereby commanded to notify Catharine A. Brown and Wilson Brown et al. that they have been sued by Emily E. Cheney in the Court of Common Pleas, of Union County, and must answer by the 17th day of February A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 29th day of January A.D. 1894.

Witness my hand and the Seal of said Court, this 17th day of January A.D. 1894. R. M. Leroy, Clerk

(Seal)

Endorsed: In action for \$2622.¹² with interest on \$2500.⁰⁰ at 8 percent payable annually from March 21st, 1891 and on \$122.¹² with 6 percent interest from April 30th, 1892, ³/₄ foreclosure of ³/₄ sale of premises."

Sheriff's Return

And on the 20th 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:

The State of Ohio,
Union County,

Sheriff's Return:

Sheriff's Return	15
Mileage	128
Copy	30
Total	273

Received this writ January 17th, A. D. 1894, at 10 o'clock A. M. and served same by handing a true copy of this writ with the endorsements thereon to each one of the defendants mentioned in this writ personally on the 20th day of January 1894.

W^m G. Suddgrass, Sheriff.

Answer & Cross Petition of Daniel T. Lee

Afterward, on the 17th day of January, A. D. 1894 an Answer & Cross-Petition was filed with the Clerk of Court by Emily C. Cheney, Plaintiff

vs.
Catharine A. Brown, Wilson Brown & Daniel T. Lee,

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

Defendants

The defendant, Daniel T. Lee, comes and enters his voluntary appearance in this action and waives the issuing and service of summons upon him, and for answer and cross petition therein says: For a first cause of action against his co-defendants Catharine A. Brown and Wilson Brown, that they are indebted to him in the sum of seventeen hundred and ninety-six ³/₄ ³/₁₀₀ dollars (\$1796.³⁶) with interest on seventeen hundred and forty dollars (1740.⁰⁰) thereof at eight per cent. per annum, payable annually from August 20th, 1892 and on fifty-six ³/₄ ³/₁₀₀ dollars (\$56.³⁶) thereof at six per cent. per annum from August 20th, 1892; which he claims is due him on a promissory note of which the following is a copy with all credits and indorsements:

" \$1740.⁰⁰ Marysville, March 27th, 1883.

Five years after date I promise to pay to the order of E. C. Lamb Seventeen hundred and forty dollars at 8 per cent. interest from date, Interest and principal payable at Coshocton, Ohio, and interest payable.

Value Received.

(Signed) Catharine A. Brown

(Signed) Wilson ^{his} Brown

Attest: A. J. Carpenter.

Following are the assignments and indorsements thereon: " Pay to the order of W^m Batchelor, Executor of the Will of Daniel L. Triplett, deceased.

(Signed) E. C. Lamb.

Pay to Daniel T. Lee, or Order.

W^m Batchelor, Executor of the Will of Daniel L. Triplett, Deceased.

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- Interest paid on this note in full to March 27th, 1884.
- Received on within note Nov. 28th, 1885. Interest in full up to March 27th, 1885.
- Paid Aug. 16th, 1886 \$145.⁰⁰
- Paid on the within Jan. 24th, 1888, \$150.⁰⁰
- Paid April 2nd, 1888 \$140.⁰⁰
- Interest paid to March 27th, 1889 with the above endorsements of \$145.⁰⁰; \$150.⁰⁰; \$140.⁰⁰. Interest paid to March 27th, 1890, on Sept. 20th, 1890.
- Paid November 21st, 1891 \$145.⁰⁰
- Paid Aug. 20th, 1892, \$140.⁰⁰.

Second Cause of Action:

At the time of the making and delivery of said note, and to secure the payment thereof, the defendants Catharine A. Brown and Wilson Brown duly executed and delivered to the plaintiff the mortgage deed, mentioned and described in the petition of said plaintiff, conveying to her and her heirs and assigns the premises described in said petition.

For the facts of the execution and delivery of said notes described in said mortgage, and of the execution and delivery of said mortgage, and for the description of said premises, reference is here made to the allegations of the plaintiff in her second cause of action for said facts, and the same are repeated and reiterated by reference to said cause of action by this defendant and made part of this his second cause of action as if repeated herein.

Said mortgage was conditioned that if the said Catharine A. Brown and Wilson Brown shall pay or cause to be paid unto the said C. C. Lamb her heirs or assigns their two promissory notes described therein, one of said notes being the note hereinbefore described by this defendant in his first cause of action, to wit: for the sum of seventeen hundred and forty dollars (\$1740.⁰⁰) due in five years from the date thereof with interest at eight per cent. from date. Interest and principal payable at Coshocton, Ohio, and interest payable annually, then said mortgage shall be void; otherwise to be and remain in full force and virtue.

Said mortgage was on the 29th day of March A. D. 1883, at 3.¹² o'clock P. M. duly left for record at the Recorder's Office of said Union County and was duly recorded in Book 20, Page 126 of his records.

The plaintiff at the time, in the manner and for a valuable consideration, assigned and transferred the said second described note in said mortgage mentioned, being the said note referred to in first cause of action in the defendants cross petition, to said William Batchelor, as Executor of the last Will and

Testament of Daniel L. Triplett, deceased, who in turn and for a like valuable consideration assigned and transferred said note to this defendant, who is now the owner and holder thereof. For the facts of said transfer of said note to the said William Patchelor as such Executor and by him to this defendant, reference is hereby made to the plaintiff's said second cause of action for said facts and by reference are repeated and made a part hereof.

The defendant Daniel T. Lee, therefore asks judgment against said defendants Catharine A. Brown and Wilson Brown in the sum of Seventeen hundred and ninety-six $\frac{3}{4}$ $\frac{36}{100}$ dollars (1796. $\frac{36}{100}$) with interest on Seventeen hundred and forty dollars (\$1740. $\frac{00}{100}$) thereof, being principal of said note from August 20th A. D. 1892, at eight per cent. per annum payable annually and on Fifty-six $\frac{3}{4}$ $\frac{36}{100}$ dollars (\$56. $\frac{36}{100}$) thereof from the 20th day of August A. D. 1892 at six per cent. per annum.

Voorhees & Voorhees,
Attorneys for Defendant
Daniel T. Lee

State of Ohio,
Coshocton County, ss: |

Franklin E. Barney, being sworn says, that he is the Agent of the said Daniel T. Lee duly authorized in the premises. That said Daniel T. Lee is not a resident of said County of Union and is now absent from said County, and that the facts stated and allegations contained in the foregoing pleading of the said Daniel T. Lee are as affiant believes true.

Franklin E. Barney

Sworn to by said Franklin E. Barney before me and signed by him in my presence this 15th day of January A. D. 1894.

A. J. Hill, Clerk Common Pleas Court
Coshocton County, Ohio.

(Seal)
Emily E. Cheney, Plaintiff,

vs.
Catharine A. Brown,
Wilson Brown
Daniel T. Lee. Defendants
To Clerk;

Court of Common Pleas,
Union County, State of Ohio.

Filed January 17th, 1894.

Issue Summons upon the Answer ^{and} Cross Petition of Daniel T. Lee in the above case for Catharine A. Brown and Wilson Brown, returnable according to law; amount claimed \$1796. $\frac{36}{100}$ with interest on \$1740. $\frac{00}{100}$ at eight per cent. per annum payable annually from August 20th, A. D. 1892, and on \$56. $\frac{36}{100}$ at six per cent. per annum from the 20th day of August A. D. 1892, and for foreclosure and sale of mortgaged premises.

Voorhees & Voorhees, Attorneys for
Defendant Daniel T. Lee.

Summons
in Cross
Petition.

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Summons
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Afterward, on the 8th day of February A. D. 1894, a Summons
in Cross Petition was issued by the Clerk of said Court.

The State of Ohio,
Union County To the Sheriff of the County of Union
You are commanded to notify Catharine A. Brown
and Wilson Brown that Daniel T. Lee has filed an answer
and cross petition in the case of Emily C. Cheney against
Catharine A. Brown and Wilson Brown and Daniel T.
Lee in the Common Pleas Court of Union County, and
that unless they answer by the 10th day of March
A. D. 1894 the cross petition of the said Daniel T. Lee
against them filed in the Clerk's Office of said Court,
such petition will be taken as true, and judgment
rendered accordingly.

You will make due return of this summons
on the 19th day of February A. D. 1894.

Witness my hand and Seal of the said Court
at Mansville this 8th day of February A. D. 1894
(Seal) R. M. Leroy, Clerk Common Pleas Court
Union County, Ohio.

Endorsed: Summons in Action in Cross Petition. Amount
claimed \$1796.³² with interest on \$1740.⁰⁰ at 8 per cent. paya-
ble annually from August 20th 1892 and on \$56.³² at six
per cent. per annum from the 20th day of August 1892
and for foreclosure and sale of mortgaged premises.

And on the 14th day of February A. D. 1894, the
Sheriff of said County returned said writ to the Clerk's
Office in said County which return is as follows:

Service	40
Mileage	1 28
Copy	30
Return	25
Total	2 23

Received this writ on the 9th day of February
1894 and served the same on the 14th day of
February by delivering a true copy of this
writ with the endorsements thereon to the
within named defendants Catharine A. Brown
and Wilson Brown personally.

Wm. G. Snodgrass, Sheriff.

Afterward, on the 20th day of March A. D. 1894, an
Entry was made on the Journal by the Clerk of Court:
Emily C. Cheney, Plaintiff
vs.
Catharine A. Brown, Wilson
Brown & Daniel T. Lee
Defendants

Journal 16, Pages 40.

Entry

6656

This cause now coming on for hearing on the
petition of the plaintiff, the cross-petition of Daniel T.
Lee and the evidence, the Court find that the defend-
ants Catharine A. Brown and Wilson Brown have been
duly served with summons in this case and that they
and each of them are in default for answer and demurrer
and that the allegations of the petition of plaintiff and

the cross petition of said Daniel T. Lee are thereby confessed by them to be true, and that all the allegations of the petition and cross-petition are true in manner and form as therein respectively set forth; and that there is due the plaintiff Emily E. Cheney from the defendants Catharine A. Brown and Wilson Brown on the promissory note set forth in the petition, with interest to the 20th day of March 1894 the sum of \$ 326.6.³⁵ and that there is due the defendant Daniel T. Lee from the defendants Catharine A. Brown and Wilson Brown, on the promissory note set forth in the cross petition of said Daniel T. Lee with interest to the 20th day of March 1894 \$ 202.6.²⁵

The Court further find that in order to secure the payment of said notes the defendants Catharine A. Brown and Wilson Brown, husband of said Catharine A. Brown executed and delivered to the said plaintiff Emily E. Cheney, then Emily E. Lamb their certain mortgage as in the petition described, and on the premises therein described, that said mortgage was duly recorded in Book 20 Page 126 of the Records of Mortgages of Union County and is a good and valid lien on the premises described in the petition and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff recover from the said defendants Catharine A. Brown and Wilson Brown the said sum of \$ 326.6.³⁵ and her costs herein expended, and that the defendant Daniel T. Lee recover from the defendants Catharine A. Brown and Wilson Brown the said sum of \$ 202.6.²⁵ and his costs herein expended, and that it is further adjudged and decreed that unless the defendants Catharine A. Brown and Wilson Brown shall within five days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff herein the sum so found due her as aforesaid with interest from the 20th day of March 1894, at the rate of 8 per cent. and to the defendant Daniel T. Lee the sum so found due him as aforesaid with interest from said 20th day of March 1894 at the rate of eight per cent. the defendants Catharine A. Brown and Wilson Brown's 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.

O.K. Jno. A. Price, Judge.

Afterward, on the 27th day of March A. D. 1894, an Order of Sale was issued by the Clerk of said Court, to wit:

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Order of
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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 Mansville in said County of Union on the 20th day of March 1894 Emily B. Cheney, plaintiff, and Daniel P. Lee, cross-petitioner, obtained a judgment and decree against Catharine A. Brown and Wilson Brown for the sum of thirty-two hundred and sixty-six $\frac{3}{4}$ $\frac{3}{100}$ dollars and twenty hundred and twenty-six $\frac{2}{5}$ $\frac{2}{100}$ dollars, and sixteen and $\frac{2}{100}$ dollars, costs of suit.

And Whereas, it was then and there by said Court ordered, adjudged, and decreed, that the said Catharine A. Brown and Wilson Brown within five days from the 20th day of March A. D. 1894, pay unto the said Emily B. Cheney and Daniel P. Lee the said sum of thirty-two hundred and sixty-six $\frac{3}{4}$ $\frac{3}{100}$ dollars and twenty hundred and twenty-six and $\frac{2}{5}$ $\frac{2}{100}$ dollars with interest from the 20th day of March 1894, 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 5 days aforesaid have fully expired, and the said sum of thirty-two hundred and sixty-six $\frac{3}{4}$ $\frac{3}{100}$ dollars and twenty hundred and twenty-six $\frac{2}{5}$ $\frac{2}{100}$ dollars and costs aforesaid, have not been paid, or any part thereof, as appears to us of record.

We therefore command you, that you proceed, without delay, to appraise, advertise and sell according to the statute regulating Judgments and Executions at Law, the following lands and tenements, situate in Union County, Ohio, bounded and described as follows:

Beginning at a stake in the center of the Milford and Irwin gravel road (a stone bears south 59° E. 25 feet) southwest corner to lands formerly owned by Lydia Whitmore: thence with the south line of said lands S. 59° E. 89 $\frac{1}{2}$ poles to a stone, corner to lands formerly owned by George Reed: thence with the line of said lands south 23° N. 66 $\frac{7}{100}$ poles to a stone in the center of the gravel road: thence with the center of said road S. 82° E. 16 poles to a stone: thence S. 32° N. 13 poles to a stone on the bank of the old channel of Treacles Creek: thence continuing the same course S. 32° N. 13 $\frac{7}{100}$ poles to a stake in the new channel of said Treacles Creek: thence with the new channel N. 12° $\frac{3}{4}$ - N. 18 poles: N. 48° - N. 4 poles N. 72° - N. 52 poles to a stake in the old channel of said Treacles Creek: thence S. 4° E. 4 $\frac{6}{100}$ poles to a stake (a small elm bears N. 4° - N. 9 links) corner to J. C. Culbertson's land: thence with the lines of his land

N. 76° - N. 10⁰⁰ poles to a bur oak on the south bank of Treacles Creek; thence coursing the creek N. 24° - E. 4 poles to a stake on the north bank of said creek: thence N. 55⁰⁰ - N. 10 poles to a stake on the bank of the creek below the bridge over the creek on the Milford and Irwin gravel road corner to J. C. Culbertson's lands, and the center of said road N. 31⁰⁰ E. 76⁰⁰ poles to the beginning containing 99¹/₂ acres more or less (being 2¹/₂ acres in Survey N^o 5705 and 25¹/₂ acres in Survey N^o 5798 and 17 acres in Survey N^o 8152 and 48 acres in Survey N^o 5265 north of the old channel of Treacles Creek and 6 acres in Survey N^o 5265 south of the old channel of Treacles Creek)

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 (Seal) Marysville, this 27th day of March A.D. 1894.
R. Mileroy, Clerk.

And on the 28th day of April A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Service	\$ 25	The State of Ohio.	Sheriff's Return.
Levy	25	Union County, ss;	
Sun. Aprs.	1 20	Received this writ the 27 th day of	March A.D. 1894 and on the 28 th day of March A.D. 1894 I called an inquest of W. A. Williams John Harris and Warren Harris 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: \$ 5472. ⁵⁰) under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court.
Swear.	25	March A.D. 1894 and on the 28 th day of March	
Convey.	1 00	A.D. 1894 I called an inquest of W. A. Williams	
Writing Apr.	25	John Harris and Warren Harris three disinter-	
Copy of	25	ested freeholders and residents of the	
notice to Str.	25	County, and caused the within described	
Affidavit to.	25	real estate to be duly appraised on their	
Writing Notice	25	oaths; they on the same day returned	
Mileage	1 28	to me an estimate of the value thereof	
Comdage	37 52	(to wit: \$ 5472. ⁵⁰) under their hands and	
Appraisers' fee	43 00	seals, a copy of which I forthwith deposited	
Printer's fee	21 43	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 28th day

Sheriff's Return

Proof of Publication

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Proof of Publication

of April 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, 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
 F. E. Barney for the sum of five thousand three hundred
 and seventy-three dollars (\$5373.00) he being the high-
 est bidder therefor, and the sum bid being more
 than two-thirds of the appraised value.

Emily C. Cheney, Plaintiff
 vs.
 Catharine A. Brown et al. Defendants

Wm. G. Snodgrass, Sheriff,
 Sheriff's Sale,
 Order of Sale
 In the Union County
 Common Pleas Court.

By virtue of the above mentioned writ from said
 Court, and to me directed, I shall offer at public sale at
 the door of the Court House in Marysville, Union County
 Ohio, on Saturday April 28th, 1894, at or about the hour
 of two o'clock P.M. of said day the following premises
 situated in the County of Union, State of Ohio, and in
 the Township of Union, bounded and described as follows:

Beginning at a stake in the center of the
 Milford and Irwin gravel road (a stone bears south
 59° east 25 feet) south-west corner to lands formerly
 owned by Lydia Whitmore: thence with the south line
 of said land south 59° east 89 1/2 poles to a stone corner
 to lands formerly owned by George Reed: thence with the
 line of said lands south 23° west 66 7/10 poles to a stone
 in the center of the gravel road: thence with the center
 of said road south 52° east 16 poles to a stone: thence south
 32° west 83 poles to a stone on the bank of the old channel
 of Treacles creek: thence continuing the same course
 south 32° west 13 7/10 poles to a stake in the new channel
 of said Treacles Creek: thence with the new channel north
 2 3/4° west 18 7/10 poles north 48° west 4 poles north 72 1/2 west
 82 poles to a stake in the old channel of said Treacles
 Creek: thence south 4° east 4 1/2 poles to a stake (a small
 elm bears north 4° west 9 links) corner to J. C. Culbertson's
 land: thence with the lines of his land north 76° west 10 7/10
 poles to a burr oak on the south bank of Treacles Creek:
 thence coursing the creek north 24° east 4 poles to a
 stake on the north bank of said creek: thence north 55 1/2
 west 10 poles to a stake on the bank of the creek below
 the bridge over the creek on the Milford and Irwin
 gravel road corner to J. C. Culbertson's lands and the
 center of said road north 31 1/2 east 167 7/10 poles to the begin-
 ning containing 99 1/2 acres, more or less. (Being 2 1/2 acres
 in Survey N^o 5708 and 25 1/2 acres in Survey N^o 7798 and
 17 acres in Survey N^o 8152 and 45 1/2 acres in Survey N^o 5265
 north of the old channel of Treacles Creek and 6 acres

in Survey N: 5265 south of the old channel of Treacles Creek
Appraised at \$55⁰⁰ per acre.

Terms of Sale, Cash.

March 28th, 1894.

W^m L. Snodgrass, Sheriff

Union County, Ohio.

Filed April 28th, 1894.

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 "Mansville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with March 28th, 1894.

H. O. Shearer.

Sworn to and subscribed before me, this 28th day of April 1894. (Seal) A. M^r Leroy, Clerk.

Afterward, on the 28th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of Court:

Emily C. Cheney

Entry

Catharine A. Brown.

Journal 17, Page 28.

6656

Wilson Brown

Daniel T. Lee

On motion of the plaintiff, and on her producing the return of the Sheriff of the sale made under the former order of this Court; and the Court, on careful examination of the 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 Franklin C. Barney as Trustee in trust for Emily C. Cheney and Daniel T. Lee as purchasers by deed according to law, the property so sold; and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises, so far as they may be paid herein, for the protection of his title; and a writ of possession is awarded to put said purchaser in possession of said premises.

It is further ordered that the Clerk cause satisfaction of the mortgage herein sued on to be entered on the 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 fifty-three hundred and seventy-three dollars, it is ordered that the Sheriff out of the money in his hands pay -
First: To the Treasurer of this County the taxes, penalty and interest against said property, to wit: the sum of

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twenty one dollars and nine cents (\$ 21.⁰⁹)

Second: The costs of this action taxed at \$ 90.⁰⁰

Third: To the plaintiff Emily C. Cheney, the amount heretofore found due her with interest, to wit: the sum of \$ 3295.³⁷

Fourthly: To the defendant Daniel G. Lee the amount heretofore found due him with interest to wit: the sum of \$ 2049.⁵³

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. Puce, Judge of said Court, of the Term of April to wit, on the 9th day of April in the year of our Lord one thousand eight hundred and ninety four.

Best remembered that, heretofore, to wit, on the 15th day of August A. D. 1893, Frederick Kurt filed in the Clerk's Office of the said Court of Common Pleas the following Petition against John L. Thompson to wit: Frederick Kurt, Plaintiff

Petition

John L. Thompson, Defendant | Court of Common Pleas
Union County, Ohio.

6582

Plaintiff for his cause of action herein says: That on the 30th day of March, 1888, defendant in consideration of \$ 7400. conveyed to plaintiff by deed in fee simple 103 1/2 acres of land situated in Thompson Township, Delaware County, Ohio, - a copy of which deed of conveyance is hereto attached and made a part hereof and in said deed covenanted that the title so conveyed was clear, free and unincumbered, and that he would warrant and defend the same against all claim, or claims of all persons whomsoever.

At the time of the executions and delivery of said deed said premises were subject to the lien of an assessment for the grading and graveling of Thompson Gravel Road under proceedings according to the two mile assessment plan had by the Commissioners of said Delaware County during the Spring and Summer of 1886, and said assessment was duly levied on said land on or about June 9th, 1886, and was made payable in ten semi annual installments,

The first coming due in December, 1886.

At the date of said deed six installments of said assessment, amounting to \$143.²² remained unpaid.

By reason of which to extinguish the lien thereof plaintiff was obliged to, and did, pay said amount of \$143.²² in installments of amounts and at dates as follows:

to wit: Dec. 27th, 1887, \$25.²²; June 18th, 1889, \$25.²²;

Dec. 21st, 1889, \$23.⁷²; June 20th, 1890, \$23.⁹²;

Dec. 27th, 1890, \$22.⁶²; June 22nd, 1891, \$22.⁶²; No part of

said sums so paid by plaintiff has ever been repaid to him.

Therefore plaintiff prays judgment against the defendant for \$143.²² with interest on the amounts of each and every of aforesaid installments from the respective dates of payment thereof.

J. F. Millar, Attorney for Plaintiff.

State of Ohio,
Union County, ss: |

Friedrich Kurt, being first duly sworn, says that he is plaintiff in the above entitled action and that the facts stated and allegations made in the foregoing petition are true as he verily believes.

(Signed) Friedrich Kurt.

Sworn to before me and subscribed in my presence this 15th day of August 1893.

(Seal)

R. G. Cook, Notary Public.

Know all men by these Presents: That we, John L. Thompson and his wife Emma J. Thompson of Delaware County, Ohio, in consideration of Seventy-four hundred dollars to them paid by Frederick Kurt of Brooklyn, Cuyahoga County, Ohio, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said Frederick Kurt, his heirs and assigns forever, the following described real estate, situate in the Township of Thompson in the County of Delaware and State of Ohio, and in Clark Survey N^o 5750.

Beginning at the southeast corner of said lot at a stake witnessed by two beech and an ash tree; thence running north 3° 54' N. one hundred and two (102) perches to a stake witnessed by two sugar and a hickory trees; thence S. 73° 30' N. (78²⁵ + 80 P.) one hundred and fifty-eight ³/₄ ¹⁰/₁₀₀ perches or poles to a stake witnessed by a beech and sugar tree; thence S. 3° 54' E. one hundred four (104) perches or poles to a stake witnessed by three water-ash trees; thence N. 72° 47' E. (78²⁵ + 80 P.) one hundred and fifty-eight and ²⁵/₁₀₀ (158²⁵) perches or poles to the place of beginning containing (50 A. + 36 P. + 57 A. + 120 P.) one hundred and one acres and one hundred and fifty-six perches of land (101 ³/₄ A.)

Excepting one-half acre in the southeast corner

Copy of Warranty Deed.

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of said described land upon which there is a Church situated thereon, and said one half acre is not conveyed in this deed.

Also another tract of land to be conveyed by this deed situated in said Thompson Township and Delaware County, Ohio, and in Clark's Survey n^o 5750 Virginia Military land.

Beginning at a stone on a post and brickbats at the N. E. corner of said J. L. Thompson's land: thence N. 3° 45' W. nine poles and twelve and a half links (9 P. + 12 1/2 L.) to a stone on a post in the County road: thence S. 73° 30' W. thirty seven poles and twenty three links (37 P. 3/4 23 L.) to a stone on a post: thence S. 3° 54' E. nine poles and twelve and a half links (9 P. 3/4 12 1/2 L.) to a stone on a post in said J. L. Thompson's north line: thence north 73° 30' E. thirty seven poles and twenty three links (37 P. 3/4 23 L.) to the place of beginning containing two acres and forty poles of land (2 A. 40 P.)

The sum and amount of land to be conveyed in this deed is one hundred and three and one half acres (103 1/2 A.) and all the estate, title, and interest of the said J. L. Thompson, either in law or in equity, of in and to said premises together with all the privileges and appurtenances to the same belonging, and all rents, issues and profits thereof; To have and to hold the same to the only proper use of the said Frederick Kurt, his heirs and assigns forever. And the said John L. Thompson, for himself and for his heirs, executors and administrators, does hereby covenant with the said Frederick Kurt his heirs and assigns, that he is the true and lawful owner of said premises and has full power to convey the same; that the title so conveyed is clear, free and unincumbered, and that he will warrant and defend the same against all claim or claims of all persons whomsoever.

In Witness Whereof, the said John L. Thompson and Emma J. Thompson, his wife, who hereby releases her right and expectancy of dower in said premises, have hereunto set their hands and seals this thirtieth day of March, in the year A. D. eighteen hundred and eighty-eight.

John L. Thompson
Emma J. Thompson

Seal
Seal

Signed and acknowledged in presence of us:

Witnessed by A. A. Allen.
J. M. Sanders.

State of Ohio,
Union County, ss:

On this 30th day of March A. D. 1888, before me, a

Notary Public in and for said County, personally came to the said John L. Thompson and his wife Emma J. Thompson the grantors in the foregoing deed, and acknowledged the signing and reading thereof to be their voluntary act and deed for the uses and purposes therein mentioned. And the said Emma J. Thompson, wife of the said John L. Thompson being examined by me separate and apart from her said husband, and the contents of said deed being by me made known and explained to her as the Statute directs, 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 herewith subscribed my name and affixed my Notarial Seal on the day and year last aforesaid.

A. A. Allen, Notary Public in and for Union County

Warranty Deed from John L. Thompson & Wife to Frederick Kourt.

Transferred April 19th, 1888. J. J. Ramage, County Auditor
 Presented for Record on the 19th day of April 1888 at 3⁴⁵ o'clock P.M.
 Recorded May 2nd, 1888 in Deed Book No: 71, Page 600.
 F. P. Sprague, County Recorder.

Præcipe To the Clerk:

6582 Issue Summons to Sheriff of Union County for defendant. Amount claimed \$143.¹² with interest on \$25.²² from December 27th, 1888; on \$25.²² from June 18th, 1889; on \$23.²² from December 21st, 1889; on \$23.²² from June 20th, 1890; on \$22.⁶² from December 29th, 1890, and on \$22.⁶² from June 22nd, 1891.
 Filed August 15th, 1893. J. P. Millar, Attorney for Plaintiff

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 | To the Sheriff of Union County:
 Union County

You are hereby commanded to notify John L. Thompson that he has been sued by Frederick Kourt in the Court of Common Pleas of Union County, and must answer by the 16th 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 28th day of August A.D. 1893.

Witness my hand and the Seal of said Court, this 15th day of August A.D. 1893.

R. M. Brony, Clerk.

Endorsed: In action for money. Amount claimed \$143.¹² with interest on \$25.²² from Dec. 27th, 1888; on \$25.²² from June 18th, 1889, on \$23.²² from Dec. 21st, 1889; on \$23.²² from June 20th, 1890, on \$22.⁶²

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from Dec. 29th 1890, and on § 22. ⁶² from June 22nd 1891.

And on the 17th 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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Copy	15
Total	3 21

The State of Ohio, Union County Sheriffs Return.

Received this writ August 17th A.D. 1893. at 11 o'clock A.M. and served same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of the within named John L. Thompson on the 18th day of August 1893.

Wth G. Snodgrass, Sheriff.

Afterward, on the 16th day of September, A.D. 1893, an Answer was filed with the Clerk of said Court, to wit: Frederick Kurt, Plaintiff

Answer
65-82

John L. Thompson Defendant | Court of Common Pleas, Union County, Ohio

The defendant for his answer to the plaintiffs petition says that he admits that he on the 30th day of March 1888 conveyed by deed to the plaintiff 103 1/2 acres of land situated in Thompson Township in Delaware County, Ohio, and that the copy thereof filed and attached to said petition is correct and admits that the plaintiff paid the taxes and assessment on said land after June 1888 and says further that prior to the execution of said deed to the plaintiff, but the exact date the defendant is unable to state, the plaintiff and defendant entered into a written agreement respecting said land by which in consideration of a price agreed upon the defendant bound himself and his heirs to convey to plaintiff said land on payment of the consideration so agreed upon and by said writing it was agreed and stipulated that said plaintiff would pay all taxes and assessments to become due after June 1888 and afterwards on the 30th of March 1888 in pursuance to said agreement in writing said conveyance was made with full covenants of warranty and by the mutual mistake of the plaintiff and defendant the deed so made did not provide as did said written contract that plaintiff should pay all taxes and assessment that would become due on said land after June 1888.

The said written agreement is in the plaintiffs possession and not in defendants possession and for that reason defendant is unable to attach a copy thereof and therefore asks that the plaintiff file a copy with his reply and therefore defendant denies that defendant is indebted to plaintiff in the sum of \$ 143⁵² or in any part thereof as alleged against him. Therefore defendant prays that said

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deed be corrected so as to provide that plaintiff agreed to pay the taxes and assessments becoming due on said land after June 1888 and reform the same so as to correct said mistake and make it conform to the said written agreement as aforesaid.

Second Defense:

For a second defense by way of cross petition this defendant says that on the 30th of March 1888 the plaintiff agreed to pay defendant for said land the sum of Seventy one hundred dollars and has paid thereon the sum of Seven thousand and twenty three dollars and no more of the principal, and there remains unpaid and due from defendant from plaintiff as part of the consideration for said land the sum of seventy seven dollars with interest thereon from March 30 1888 for which sum and interest the defendant prays judgment against plaintiff.

James B. Robinson

Robinson & Woodburn, Attorneys for Defendant

J. L. Thompson being first duly sworn deposes and says that the facts stated and allegations made in the foregoing answer and cross petition are true as he verily believes.

J. L. Thompson.

Sworn to before me and signed in my presence this 15th day of September 1893.

(Seal)

Wm A. Phelps, Notary Public

Afterward, on the 5th day of December A. D. 1893 an Entry was made on the Journal by the Clerk of Court: Frederick Kurt

vs. John L. Thompson | Journal 16, Page 473.

Now comes the plaintiff and asks leave of the Court to file his reply to defendant's answer herein within ten days, and such leave is granted by the Court this fifth day of December 1893.

Afterward, on the 13th day of December A. D. 1893, a Reply was filed with the Clerk of said Court, to wit: Frederick Kurt, Plaintiff

vs. John L. Thompson Defendant | Court of Common Pleas, Union County, Ohio.

Plaintiff replies to the first defense in the defendant's answer herein as follows: He admits that there was such a written agreement as defendant claims, but denies that the deed of conveyance from defendant to him was made and delivered in pursuance of said agreement, and denies that there was any mistake whatever on the part of the parties

Entry 6582.

Reply 6582.

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thereto, or either of them, in delivering and receiving said deed with full covenants of warranty.

Plaintiff states that his signature to said written agreement was procured by false and fraudulent representations made by defendant, and for that reason plaintiff refused to fulfill said contract, and defendant went to Cleveland where plaintiff then resided, and there sued plaintiff for breach of said contract, and said action was settled by agreement of parties thereto without trial and dismissed without record, and by the terms of said agreement in settlement of said action it was agreed that said contract on which said action was based be thereby completely rescinded and be delivered up to plaintiff, and it was then and there so rescinded and delivered up by defendant to plaintiff.

Plaintiff further states that after the settlement of aforesaid action he entered into a new and verbal agreement with the defendant for the purchase of the land described in the deed herein sued upon, and said deed was executed and delivered by defendant and received by plaintiff in pursuance of said new and verbal agreement, and fully conforms thereto.

Replying to defendant's second defense by way of cross petition plaintiff says that, though the consideration mentioned in the deed is seventy-four hundred dollars and the same consideration was contained in the written agreement so rescinded as aforesaid by the terms of the said new agreement it was to be but seventy-one hundred dollars, as defendant states.

Plaintiff denies that any of said consideration of \$7100. remains unpaid, but asserts that he has paid the entire amount of said consideration money in full.

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

J. F. Millar,
Attorney for Plaintiff.

State of Ohio,
Union County ss: |

Frederick Kurt, being first duly sworn, says that the facts stated and allegations made in the foregoing pleading are as he verily believes true.
Fred. Kurt.

Sworn to before me and subscribed in my presence
this 6th day of December 1893.
N. S. Winters, Notary Public.

(Seal)
Notary fee (.40) paid by Plt's Atty.

notice Frederick Kurt, Plaintiff

Court of Common Pleas, Union County, Ohio.

6582

vs. John L. Thompson Defendant

Filed January 12th, 1894.

The said Frederick Kurt is hereby notified that on the 15th day of January 1894, or as soon thereafter as he can be heard, the said John L. Thompson will move the said Court for security for costs on the following grounds to wit: That the said plaintiff was a non resident of this County at the commencement of this action and still is

John L. Thompson,
By James E. Robinson his Attorney.

January 10th, 1894, Service of the above notice is acknowledged.
J. F. Miller, Attorney for Plaintiff.

Frederick Kurt, Plaintiff

Court of Common Pleas, Union County, Ohio.

motion

6582

vs. John L. Thompson, Defendant.

Filed January 12th, 1894.

And now comes the said John L. Thompson by James E. Robinson his Attorney and moves the Court here for an order on the said plaintiff to give security for costs for the following reason, to wit: That the said plaintiff was a non resident of the County at the commencement of this action and still is.

John L. Thompson,
By James E. Robinson, his Attorney.

Afterward, on the 28th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of Court.

Frederick Kurt

Journal 17, Page 29.

Entry

6582

vs. John L. Thompson

This day this cause came on to be heard and each party waiving his right of trial by Jury by agreement submitted the same to the Court upon the pleadings of the parties the evidence and arguments of counsel and thereupon the Court being fully advised in the premises do find for the defendant on his first cause of defense and it is hereby ordered and decreed by the Court that the deed of conveyance by defendant to the land described in plaintiff's petition be corrected as prayed for in defendant's answer.

And it is further ordered and considered and adjudged by the Court that defendants go hence and that each party pay his own costs herein expended taxed at \$ - -

And thereupon plaintiff moved for a new trial which motion was overruled by the Court and plaintiff then excepted to said ruling and aforesaid finding and order; and also gave notice of appeal and the Court fixed the appeal bond at two hundred dollars.

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Petition
6630

Pleas continued and held at the Court House in Marysville, within and for the County of Union in the Fifth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred & ninety four.

Be it remembered that, heretofore, to wit, on the 16th day of December A. D. 1893, Lawrence Martin et al. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William Moodie, to wit:

Lawrence Martin &
Robert Samler, Plaintiff

vs.

Court of Common Pleas,
Union County, Ohio.

William Moodie Defendant

The said plaintiffs say that on the 15th day of April 1876 John R. M^r Dowell was the owner in fee simple of the following real estate situate in the County of Union, to wit: lot n^o 5 of the subdivision of the Glasco M^r Dowell farm and that prior thereto and while he was the owner thereof had executed to one Nancy H. Bland his mortgage deed for the security to said Bland the sum of twenty-one hundred dollars with interest thereon from the 20th day of February 1875.

That on the 15th day of April 1876 said M^r Dowell conveyed said land to the defendant in fee simple and on the 30th day of April 1878 said defendant in consideration of the sum of one forty-one hundred dollars conveyed said lot n^o 5 containing 46 acres and another lot n^o 6 of same subdivision of 46 acres and of equal value with said n^o 5 to Sarah A. Heale and her heirs and assigns and in his said deed he covenanted that said lot n^o 5 was not encumbered and that he and his heirs and assigns would warrant to said Sarah A. Heale her heirs and assigns that said land was unencumbered and he would warrant and defend said lands to her and her heirs and assigns forever against all claims whatsoever.

That said land was not unencumbered at the time defendant made said deed but was encumbered by said mortgage of said M^r Dowell to said Bland.

That said Bland died and Ray G. Morse was duly appointed by the Probate Court of said County the Administrator of her estate and he afterward filed his petition against Matthias Loschky to foreclose said mortgage of which said Moodie was duly notified.

That said Sarah A. Heale afterwards on the 1st of February 1887 conveyed said land to the plaintiffs

their heirs and assigns by deed of general warranty in consideration of \$7400. for said two lots and for \$3700. for said lot n^o 5 and afterwards plaintiff conveyed said lot n^o 5 to said Matthias Loschky with similar covenants of warranty.

That afterwards said Administrator obtained a decree of foreclosure in said Court for the sum of \$4368. from which decree said Loschky appealed to the Circuit Court of said County of which defendant had full notice.

That afterwards at the October Term 1893, 10th day of October 1893 of said Circuit Court said Administrator obtained a decree of foreclosure and order of sale for said lot n^o 5 for the sum of \$4441. and costs of suit.

That such proceedings were had under said order that said lot n^o 5 was sold by the Sheriff of said County to Anna Lula Lowe for the sum of thirty four hundred and fifty dollars, said sale was duly confirmed by the Court and a deed made to said purchaser in fee simple to her and heirs and assigns and thereby said Loschky lost said land and was evicted therefrom and he then demanded of plaintiff that they pay to him his damages by reason thereof and thereupon the plaintiffs in order to make good their said covenants of warranty to said Loschky at an expense of three thousand and ten dollars bought said land from said Anna Lula Lowe and procured said land to be conveyed to said Loschky and his heirs and assigns and said mortgage to be cancelled and thereby made good to him their said covenants of warranty and on the 16th day of December 1893 plaintiffs demanded of defendant that he pay to them the said sum of three thousand and ten dollars so paid by plaintiffs to make good said covenants of warranty in his said deed to said Sarah A. Heale but defendant neglected to pay plaintiffs said sum or any part thereof and therefore the plaintiffs say there is due to them from said defendant's said sum of \$3010. and interest from December 16th 1893 by reason of the premises and for which sum and interest the plaintiffs pray judgment against defendant.

The State of Ohio,
Union County, ss:

Robinson & Woodburn,
Attorneys for Plaintiff.

Lawrence Martin one of the plaintiffs being duly sworn deposes and says he believes the allegations of the foregoing petition are true.

Sworn to before me and signed in my presence this 16th of December 1893.
Lawrence Martin.
A. M. Leroy, Clerk.

(Seal)

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I hereby waive the issuing and service of summons and voluntarily enter my appearance in the within case of Martin & Samler vs. William Moodie.

William Moodie

Per W. N. Merchant his Attorney,

Afterward, on the 13th day of January A. D. 1894, an Answer was filed with the Clerk of said Court, to wit: Lawrence Martin

Robert Samler, Plaintiff

Court of Common Pleas, Union County, Ohio.

Answer

vs. William Moodie Defendant

6630

The defendant, William Moodie for answer to the petition of the plaintiff says: That he admits that the said John R. M^r: Dowell was the owner of said lot n^o: 5 and that he mortgaged the same to Nancy H. Bland as alleged by plaintiff and that said M^r: Dowell conveyed said land to the defendant as alleged.

2^d. The defendant admits that he conveyed lot n^o: 5 to said Sarah Heale and by a deed which in form and upon its face was a general warranty and purporting and stating on its face to be for a consideration of \$4100.

3^d. Defendant admits that said M^r: Dowell had mortgaged said lands to said Bland as alleged, but the defendant avers that he had no knowledge of a valid mortgage standing against said lands until the decree of the Court of Common Pleas was rendered on the petition of said Ray G. Morse as Administrator of said Nancy H. Bland in 1893 and up to that time this defendant was advised and believed that said mortgage had been paid off and cancelled.

4th. This defendant admits that Sarah A. Heale about February 1st, 1857 conveyed land to the said plaintiffs by deed of general warranty as alleged.

5th. That said Nancy H. Bland died in May 1875 and admits that said Ray G. Morse was security recently to wit: about the day of - - 1892 appointed Administrator upon the estate of the said Nancy H. Bland and that said Administrator filed his petition to foreclose the M^r: Dowell mortgage and did foreclose the same, and that said land was sold under said proceedings to Anna Lula Dove as alleged by said plaintiffs.

6th. Defendant admits that plaintiffs conveyed said lot n^o: 5 to one Matthias Loschky with covenants of general warranty as alleged and that he was ousted as stated and that plaintiffs made said warranty good to the said Loschky as alleged. And the defendant admits that the plaintiffs made a demand

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upon him that he pay to plaintiffs the amount for which plaintiffs brought suit against said defendant.
 7. But defendant denies that when he deeded said lands to said Sarah A. Heale he received any pecuniary valuable or money consideration whatever and no consideration was ever intended to be received by him from said Sarah A. Heale or other person for said land or to be paid by her but defendant avers that said Sarah A. Heale was his daughter and said deed to her was purely a gift of said lands to said Sarah and because of her relationship to him and only because of the natural love and affection which he bore for his said daughter.

8. And defendant denies that said lot N^o 5 was of equal value with said lot N^o 6 and said defendant avers that said lot N^o 6 was worth \$10.00 per acre more than lot N^o 5.

9. And the defendant denies each and every allegation of said petition not herein specifically admitted to be true and defendant asks to be dismissed with his costs.

H. N. Merchant ^{and} Porter ^{and} Porter
 Attorneys for Defendant.

State of Ohio,
 Union County, ss: |

William Moodie being first duly sworn says that the facts stated and allegations made in his foregoing answer are as he verily believes true.

William ^{his} Moodie.

Sworn to before me and by the said affiant in my presence this 12th day of January A. D. 1894.

(Seal)

J. H. Kinkade, Notary Public.

Afterward, on the 14th day of January A. D. 1894, a Demurrer was filed with the clerk of said Court, to wit:

Demurrer
 6630
 Lawrence Martin, ^{and}
 Robert Samler, Plaintiff
 vs.
 William Moodie, Defendant

Court of Common Pleas,
 Union County, Ohio.
 Demurrer to 3rd, 4th & 7th clauses of
 Defendant's Answer.

Now the said plaintiffs come and demur to the causes of defense contained in defendant's answer numbered in said answer as number three (3) & number seven (7) for the reason that the statements made in each and both of said causes of defense are insufficient in law to constitute a cause of defense.

Robinson ^{and} Woodburn,
 Attorney for Plaintiff.

Afterward, on the 21st day of March A. D. 1894, a Reply was filed with the clerk of said Court, to wit:

Reply
 6630
 Lawrence Martin, ^{and} Robert Samler
 vs. Plaintiff
 William Moodie, Defendant

Court of Common Pleas,
 Union County, Ohio.

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The said plaintiff for reply to said defendants answer say that in a deed of conveyance by said defendant to Sarah A. Heale mentioned in their petition and dated April 30th 1878, it is recited that "in consideration of the sum of forty one hundred dollars paid by said Sarah A. Heale to said William Moodie, the said Moodie sell and convey to said Sarah A. Heale and her heirs and assigns said land in the petition mentioned which deed containing said recitals was duly recorded before the said plaintiff purchased from said Sarah A. Heale said land and the plaintiffs purchased from her said land with knowledge of said deed so recorded containing said covenant of warranty and said recitals as to the consideration paid said defendant by said Sarah A. Heale and plaintiffs had no knowledge of the consideration so paid by said Sarah A. Heale to defendant other than as recital in said deed and further plaintiffs deny that said lot n^o 5 in said petition mentioned was of less value than said lot n^o 6 therein mentioned and say that said \$4100.⁰⁰ is the consideration recited to have been paid for said two lots and \$2050.⁰⁰ thereof was so recited to have been paid for said lot n^o 5 and the warranty in said deed in effect was for \$2050.⁰⁰"

Therefore plaintiffs pray for judgment as they did in their petition.

Robinson & Woodburn
Attorneys for Plaintiff.

The State of Ohio
Union County, ss: |

Lawrence Martin being duly sworn deposes and says that the allegations of the foregoing reply are true as he believes.
Lawrence Martin.

Sworn to before me and signed by said Martin in my presence this 21st of March 1894.
(Seal) R. M. Leroy, Clerk.

Afterward, on the 7th day of April A. D. 1894, a motion was filed with the clerk of said court, to wit:

Lawrence Martin Robert Samler, Plaintiff	Court of Common Pleas, Union County, Ohio.
vs.	
William Moodie Defendant.	

Defendant moves the Court to strike from the reply of the plaintiffs to the answer of this defendant all that part of said reply commencing with the word "saying" in the 6th line of said reply and continuing down to the word "plaintiffs" in the 26th line in said reply because all of said matter is not a reply or answer to any matter set up in defendants answer and because

motion
6630

plaintiff.
1894, a Reply
on Pleas,
Ohio.

it is not in answer to any new matter set up in said answer.

W. H. Merchant, ^{3/4} Porter ^{3/4} Porter,
Attorneys for Defendant

Afterward, on the 16th day of April A. D. 1894, an Entry was made on the Journal by the clerk of said Court
Lawrence Martin ^{3/4}
Robert Samler

Entry

vs.

William Moodie

Journal 17, Page 8

6630

This day came this cause to be heard on the motion of defendant to strike from plaintiffs reply alleged surplus matter, whereupon the court being fully advised on the premises do overrule said motion to which ruling of the court defendant excepts.

Afterward, on the 28th day of April A. D. 1894, an Entry was made on the Journal by the clerk of said Court
Lawrence Martin ^{3/4}
Robert Samler

Entry

vs.

William Moodie

Journal 17, Page 31.

6630

This day came the parties and waived the right of trial by jury and submitted this cause to the court. Whereupon the court having heard the evidence and the arguments of counsel and on full consideration find for the plaintiffs on the issues joined between the parties and that the defendant is liable to the plaintiffs on his warranty in petition mentioned for the sum of two thousand and fifty dollars with interest thereon from the 16th day of December 1893 amounting to \$45.¹⁰ making a total to April 28th 1894 \$2095.¹⁰

It is therefore considered and adjudged by the court that the plaintiffs recover of the defendant said sum of two thousand and ninety-five ^{3/4} ^{10/100} dollars and their costs herein expended taxed to \$- - . To which ruling, decision and judgment the defendant then and there, and at the time excepts.

Thereupon the defendant moved the court to set aside said finding and judgment and grant a new trial in said cause which the court overruled

To which ruling and decision the defendant then and there excepts.

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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 9th day of April in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to wit, on the 16th day of May A. D. 1893, Arthur D. Holman filed in the Clerk's Office of the said Court of Common Pleas the following Petition against N. Y. L. E. & Western Railroad, to wit:

Petition

Arthur D. Holman, Plaintiff

vs.

The New York, Lake Erie & Western Railroad Company Defendant

Court of Common Pleas Union County, Ohio.

6545-

The plaintiff says: That the defendant is a railroad corporation, and is the lessee of the New York Pennsylvania & Ohio Railroad Company, which said last named company is a railroad corporation, organized under the laws of Ohio, Pennsylvania & New York.

That on the 11th day of June 1892 the said New York, Lake Erie & Western Railroad Company had the control and management of and was operating a railroad as lessee of said New York, Pennsylvania & Ohio Railroad Company, which railroad passes through said County of Union and did so pass through said County at said last named date.

And said defendant, so having the control and management of said railroad, and operating the same as aforesaid, was on the date last named running its locomotives and cars over said railroad for the transportation of passengers and freight.

That on said 11th day of June 1892, the plaintiff was the owner and in the possession of one sore mare between two and three years of age, and of the value of one hundred and thirty five dollars, and on said day said mare without any negligence or fault on the part of the plaintiff got out, and strayed upon the railroad track in said County of Union so run and operated by defendant, and plaintiff avers that defendant did not construct and maintain, or maintain or keep in good repair along the line of the lands of defendant occupied by said railroad - and especially at the place where plaintiff's said mare got upon the track aforesaid - a fence sufficient to turn stock; and plaintiff says it was by reason of the want and insufficiency of such fence that plaintiff's said mare got upon the

track of said railroad so operated by defendant.
 And plaintiff says that the defendant, not regarding its duty in that regard so negligently and carelessly operated and ran its locomotives and cars on said railway on said 11th day of June 1892, that the same run against and upon said mare of plaintiff whereby she was killed, to the damage of plaintiff in the sum of one hundred and thirty-five dollars, for which sum with interest from the 11th day of June 1892 the plaintiff prays judgment against the defendant.

Porter & Porter.

The plaintiff, Arthur D. Holman, being sworn, makes oath that the facts stated in the foregoing petition are true, as he believes.

Arthur D. Holman.

Sworn to by Arthur D. Holman before me, and signed by him in my presence this 16th day of May A.D. 1893. (Seal) R. M. Leroy, Clerk.

Procipe To the Clerk:

Issue a Summons against the defendant returnable according to law. Indorse "Amount claimed \$135.⁰⁰ with interest from June 11th, 1892." May 16th, 1893. Porter & Porter.

Afterward, on the 16th 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 The New York, Lake Erie & Western Railroad Company that it has been sued by Arthur D. Holman in the Court of Common Pleas of Union County, and must answer by the 17th day of June 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 24th day of May A.D. 1893.

(Seal) Witness my hand and the Seal of said Court, this 16th day of May A.D. 1893.

R. M. Leroy, Clerk.

Andorsed: "In action for money. Amount claimed \$135.⁰⁰ with interest from June 11th, 1892."

And on the 20th 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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Copy	13
Total	223

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

Received this writ May 17th A.D. 1893 at 10 o'clock

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A. W. and served same on the 19th day of May 1893 by delivering a certified copy of this writ with the endorsements thereon personally to J. J. Andrews of the within named defendant's Railroad Company who has charge of the Docket Office situated in said County the President of said Company having no residence or place of business in said County the principal business office of said Company not being kept in said County.

Wm. S. Snodgrass, Sheriff.

Afterward, on the 20th day of September A. D. 1893 an Entry was made on the Journal by the Clerk of Court.

Arthur D. Holman

Entry

vs.
New York Lake Erie & Western Railroad Company

Journal 16, Page 440.

This day on motion of defendant leave was granted to it to file answer to plaintiff's petition in 30 days from September 20th, 1893. The cause continued by agreement.

Answer

Afterward, on the 13th day of January A. D. 1894, an Answer was filed with the Clerk of said Court, to wit,

6.5-4.5-

Arthur D. Holman Plaintiff

Court of Common Pleas, Union County, Ohio.

vs.
The New York Lake Erie & Western Railroad Company Defendant

The defendant now comes and for answer herein says: It admits it is a corporation as alleged in plaintiff's petition and that on the 11th day of June 1892 it operated said railroad as alleged in said petition. And the defendant denies each and every other allegation contained in said petition and avers that the death of said sorrel mare was caused by the carelessness of the said plaintiff.

Wherefore the defendant asks to recover its costs herein.

D. N. Ayers, Attorney for Defendant.

State of Ohio.

Union County, ss: |

D. N. Ayers being first duly sworn says he is the Attorney for the above named defendant, duly authorized in the premises. That the President of said corporation is not a resident of said County and is now absent therefrom. That the facts stated and allegations in the foregoing answer are as affiant believes true.

D. N. Ayers.

Sworn to before me and signed in my presence by D. N. Ayers this 13th day of January 1894.

(Seal)

R. M. Leroy, Clerk.

Entry
6545

Afterward, on the 18th day of January, A. D. 1894, an entry was made on the Journal by the clerk of court, Arthur D. Holman

Journal 16, Page 499.

vs.
The New York, Lake Erie & Western Railroad Company

This day this cause is continued upon the motion and showing of defendant, and at its costs. It is therefore considered that the plaintiff recover of the defendant the costs of the term taxed at \$...

Afterward, on the 24th day of April A. D. 1894, an entry was made on the Journal by the clerk of said court: Arthur D. Holman

Journal 17, Page 17.

Entry
6545

vs.
The New York, Lake Erie & Western Railroad Company

This day came the parties herein by their Attorneys, also came the following named persons as Jurors, to wit:
1st. William Elliott, 5th. Samuel Westlake, 9th. S. D. Hawley
2nd. Henry Poling, 6th. Ara Smart, 10th. Matthew Stamatis
3rd. John E. Hardman, 7th. Thomas Palen, 11th. James Shirk
4th. Chris Stultz, 8th. John Baughman Jr. 12th. Frank Horton
who were duly impaneled and sworn according to law; and thereupon this cause came on for hearing on the pleadings and evidence.

Afterward, on the 25th day of April A. D. 1894, an entry was made on the Journal by the clerk of said court: Arthur D. Holman

Journal 17, Page 20.

Entry
6545

vs.
The New York, Lake Erie & Western Railroad Company

This day again came the parties by their Attorneys and also came the Jury heretofore impaneled and sworn and the trial proceeded. And the said Jury having heard the remaining testimony the argument 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:

That the Jury, being duly impaneled and sworn find the issues in the case in favor of the plaintiff, and assess the amount due to the plaintiff from the defendant at the sum of \$135.

M. E. Stamatis, Foreman.

Dated April 25th, 1894.

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Afterward, on the 25th day of April A. D. 1894, a motion was filed with the clerk of said court, to wit:

6545-

Arthur D. Holman, Plaintiff

Court of Common Pleas
Union County, Ohio.
motion for New Trial.

vs.
The New York, Lake Erie & Western
Railway Company
Defendant

The defendant, The New York, Lake Erie & Western Railway Company now come and move the court to set aside the verdict heretofore rendered herein and grant and new trial in the above entitled case and for cause says:

- 1st. There was irregularity in the proceedings of the court and jury by which the defendant was prevented from having a fair trial.
- 2nd. Accident and surprise which ordinary prudence could not have guarded against.
- 3rd. That the verdict is not sustained by sufficient evidence and is contrary to law.
- 4th. Error of law occurring at the trial and excepted to at the time by the said defendant.

D. W. Ayers,

Attorney for Defendant.

Afterward, on the 28th day of April A. D. 1894, an entry was made on the Journal by the clerk of court Arthur D. Holman

Entry

Journal 17, Page 34.

6545-

vs.
The New York, Lake Erie & Western
Railroad Company

This day this cause again come on to be heard upon the motion of defendant for a new trial in said cause and was argued by counsel in consideration whereof the court overrule said motion to which ruling and decision of the court the defendant then and there excepted. And said cause further coming on to be heard upon the verdict of the jury it is considered and adjudged that the plaintiff recover of said defendant the said sum of one hundred and thirty five ⁷⁵/₁₀₀ dollars (\$135. ⁷⁵/₁₀₀) so found plaintiffs due by the verdict of the jury and that the plaintiff recover of the defendant his costs herein taxed at \$10.

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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 9th day of April in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to wit, on the 6th day of May A. D. 1893, Eli O. Rogers filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W. S. Rogers, Administrator.

Eli O. Rogers, Plaintiff

Petition

vs.
Winfield S. Rogers, as
Administrator with the
Will annexed of Nancy
Rogers, Deceased, Defendant

6543

Court of Common Pleas,
Union County, Ohio.

The plaintiff says: That the defendant is the duly appointed and qualified Administrator with the Will annexed of the estate of Nancy Rogers, deceased, late of said County of Union. That the said Nancy Rogers prior to her death, to wit: on the 9th day of October 1889, being possessed of, and owning considerable property, both real and personal, executed her last Will and Testament, and afterwards died, to wit: on the 22nd day of April 1891, said Will was duly admitted to probate before the Probate Court of said County of Union, and duly recorded. The fourth clause or item of said Will is as follows:

Item IV. If it shall become necessary during the life of my said husband, John C. Rogers, to sell all or any part of my property, real or personal, then I authorize and empower my said Executor to sell the same, or any part thereof, either at private sale or public vendue, and use all the proceeds that may be necessary for the support and maintenance of said John C. Rogers; and in case of such sale as provided for in this item, then I desire the remainder of the proceeds, after the death of said John C. Rogers, to be distributed as provided in Items III ^{3/4} and VIII hereof.

Item III is as follows: "Item III. I desire that my Executor, immediately after the death of said John C. Rogers or if I should outlive him, then at my death, erect a suitable monument at our graves. Said monument to cost not less than five hundred dollars, nor more than one thousand dollars.

Item VIII is as follows: "Item VIII. 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,

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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 grandchildren, share and share alike.

Item VII of said Will is as follows: "Item VIII. I hereby nominate and appoint John M. Brodrick as Executor of this my last Will and Testament, hereby authorizing and empowering him, if it becomes necessary under the provisions of this Will, to sell any or all of my real estate, to execute and deliver deeds therefor, in as full and complete a manner, as I might or could do if living. I hereby revoke all former Wills by me made.

A copy of said Will is herewith filed.

Plaintiff says that said John M. Brodrick declined to serve as such executor, or to qualify as such, and the defendant was thereupon appointed and qualified in his stead as Administrator with the Will annexed of said estate.

The plaintiff says that the said John C. Rogers, who was the husband of said Nancy Rogers, and the father of the plaintiff and the defendant, was a man in feeble health, and without means to support himself.

And the plaintiff says from the first day of May 1891, up to his death, which occurred on September 17th, 1892, he, the plaintiff at the request of the said John C. Rogers boarded and lodged him, and did his washing, mending, making and purchasing clothes for him, and nursed and cared for him in sickness.

That from said first day of May 1891, and up to December 1st, 1891, a period of thirty weeks, the boarding, lodging, washing, and caring for said John C. Rogers as aforesaid, was worth five dollars per week, amounting to \$150.⁰⁰

That from December 1st, 1891 and up to his death on said September 17th, 1892, the said John C. Rogers required great and unusual care in nursing and attention, and was a great charge, being helpless for many weeks, having frequently to be lifted from his bed and washed, becoming physically very troublesome and offensive, so that the nursing, care and attention, necessary to be, and was bestowed by plaintiff and his wife to said Rogers was worth the sum of \$3.⁰⁰ per day, for three hundred days, amounting to \$900.⁰⁰ making in all the sum of one thousand and fifty dollars.

A copy of plaintiff's account is hereto attached, marked "A" and made a part hereof.

The said John C. Rogers had no property or money of his own, and did not pay, and was not able to pay for the boarding, lodging, nursing, care and attention bestowed upon him by the plaintiff as aforesaid.

Plaintiff says that it then became necessary during the life of said John B. Rogers for said Administrator to sell and dispose of sufficient property to pay to plaintiff for such support, care, and nursing of said John B. Rogers as provided for in said Will. This was not done by said Administrator nor has he otherwise paid any amount to plaintiff for the keeping, nursing, and care bestowed to and for said John B. Rogers.

Plaintiff says that on the 8th day of February 1893, he made out his account for said services (which is the account hereto attached marked "A.") and presented said account and claim to defendant as such Administrator and requested him to allow the same as a valid claim against the estate of said Nancy Rogers deceased under said Will. But said defendant refused to allow said claim against said estate, and rejected the same, and every part thereof, and still refuses to allow or pay said account or any part thereof. Plaintiff avers that the estate of said Nancy Rogers is liable and bound by her said Will to pay said account.

The defendant has sold the real property of said Nancy Rogers, deceased.

The plaintiff therefore asks judgment against defendant, as such Administrator for said sum of \$1050.⁰⁰ with interest from the 17th day of September 1892 to be collected according to law, and plaintiff asks all other and further relief to which he may be entitled, either in law or equity from the facts above stated.

Porter & Porter

Attorneys for Plaintiff.

The plaintiff, Eli O. Rogers, being sworn makes oath that the facts stated in the foregoing petition are true as he believes.

Eli O. Rogers.

Sworn to by Eli O. Rogers before me, and signed by him in my presence this 6th day of May A. D. 1893.

R. M. Leroy,

Clerk of Court.

"A." " N. S. Rogers as Administrator with the Will annexed of Nancy Rogers deceased,

"	In Account with Eli O. Rogers, Dr.	
" 1891.	To boarding, lodging, washing, mending, making	
"	and purchasing clothes for John B. Rogers, now deceased,	
"	from May 1 st , 1891 to December 1 st , 1891 -- 30 weeks at \$5 ⁰⁰ per week	\$1500 ⁰⁰
" 1891.	To boarding, lodging, washing, mending, nursing	
"	and taking care of said John B. Rogers during his	
"	illness and death-bed sickness from December 1 st , 1891 to	
"	his death September 17 th 1892 - 300 days at \$3 ⁵⁰ per day	\$1050 ⁰⁰
	Total	\$2550 ⁰⁰

The payment of the above account is provided for in the Will of said Nancy Rogers deceased, who was the

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wife of said John C. Rogers now deceased.
I, Eli P. Rogers the owner of the above claim against
the estate of Nancy Rogers, decd, do make oath that
the same is justly due affiant; that no payments
have been made thereon; and that there are no off-
sets against the same to the knowledge and belief of
affiant.
E. P. Rogers.

Sworn to before me and subscribed by the said
Eli P. Rogers in my presence this 8th day of February
1893.

(Seal)

John M. Brodrick,
Notary Public, Union County, Ohio.

This account was presented to me this eighth
day of February 1893. And I refuse to allow the same
H. S. Rogers, Administrator of
Feb. 8th, 1893. Nancy Rogers, Deceased

I hereby waive the issuing and service of
summons upon me in the above case, and I enter
hereby my appearance in and to the same this 6th
day of April 1893.
Winfield S. Rogers.

Undertaking

Know all men by these presents: That whereas Eli P.
Rogers has commenced an action in the Court of Common
Pleas of Union County, Ohio, on a claim for board and
care of John C. Rogers decd, against H. S. Rogers Admin-
istrator with the Will annexed of Nancy Rogers, decd,
and which claim Mary Oppihle, James Oppihle,
Orval S. Oppihle, John R. Oppihle, Oie Oppihle, and
Nancy Oppihle a part of the heirs and devisees of
said Nancy Rogers have requested said Administra-
tor with Will annexed to reject and which he did
at said request reject with the understanding now
that he refuses to defend and is willing that said
heirs and devisees shall defend if they indemnify
said estate against all costs and expenses of contest-
ing said claim.

Therefore, we the said heirs and devisees and
John Oppihle as their surety do hereby undertake to
pay all costs and expenses of contesting said claim
in the Courts and will under the Statute of Ohio,
Revised Statutes Section 70698 defend said claim
as provided by law.

Witness our hands and seals this 18th day of
September 1893.

O. S. Oppihle

Mary Oppihle

John Oppihle

Seal

Seal

Seal

Approved by the Probate Court September 18th, 1893.
Leonidas Piper, Probate Judge

(Seal)

Motion
6543

Afterward, on the 18th day of September A.D. 1893, a motion was filed with the Clerk of said Court, to wit, Eli P. Rogers, Plaintiff
vs.
N. S. Rogers, Administrator with Will annexed of Nancy Rogers, Decd. Defendant.

Court of Common Pleas
Union County, Ohio.

Mary Oppihle, James Oppihle, Orval G. Oppihle, John R. Oppihle, Okie Oppihle and Nancy Oppihle the undersigned represent that they are heirs and devisees of Nancy Rogers, deceased and that they have given an undertaking as provided by Section N^o 6098 of the Ohio Revised Statutes to pay the expenses and costs of contesting the claim described in the plaintiffs petition as requested by the defendant and on the conditions of said section and that said defendant is satisfied that said heirs and devisees may be made party defendants with him in said case for the purpose of making said defense as provided by said section and they now ask that they may be allowed to become defendants herein and file their answer herein and make defense to said claim.

Robinson & Woodburn, Attorneys for
Mary Oppihle, John Oppihle & others
of heirs and devisees of Nancy Rogers
Deceased.

Entry
6543

Afterward, on the 18th day of September A.D. 1893 an Entry was made on the Journal by the Clerk of Court: Eli P. Rogers
vs.
N. S. Rogers Admr.

Journal 16, Page 434.

On motion it is ordered by the Court that James Oppihle, Orval G. Oppihle, John R. Oppihle, Okie Oppihle, Nancy Oppihle, Mary Oppihle devisees and heirs of Nancy Rogers, deceased, be made defendants in this case and allowed to make defense in said cause as provided by Section N^o 6098 of Ohio Revised Statutes and therefore said heirs and devisees enter their appearance and have leave to file their answer instantler.

Answer
6543

Afterward, on the 18th day of September A.D. 1893, an Answer was filed with the Clerk of said Court, to wit, Eli P. Rogers
vs.
N. S. Rogers Admr.

Court of Common Pleas,
Union County, Ohio.

Now come James Oppihle, Orval Oppihle, John R. Oppihle, Okie Oppihle, Nancy Oppihle, and Mary Oppihle who have been made defendants under Section N^o 6098 of Ohio Revised Statutes and for defense to plaintiffs petition say that they deny that said John Rogers was without means of support as in said

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petition alleged and say that he had an estate of his own and upon his decease Walter Beecher was duly appointed and qualified as the Administrator of his estate and he is now the Administrator of his estate and said plaintiffs claim if of any validity should be presented to said Walter Beecher as said Administrator for his allowance and payment and therefore plaintiff hath no claim in law or equity as alleged in said petition.

2. For a second defense they say they deny that plaintiffs services for boarding and lodging said John C. Rogers and for washing and mending &c. as alleged in said petition were of the value stated in said petition and deny that the nursing care and attention given to said John C. Rogers was of the value stated in said petition and deny that plaintiff did nurse and care for and board said John C. Rogers the length of time alleged in said petition and they deny that the estate of Nancy Rogers deceased is indebted to said plaintiff in any sum whatever for the boarding, care, nursing, care &c. of said John C. Rogers and deny that the said John C. Rogers was indebted to said plaintiff in any sum for said board, nursing, care &c. as alleged in said petition.

3. For a third defense said defendants say that soon after the death of said Nancy Rogers, deceased said John C. Rogers and said plaintiff with the consent of all of the heirs and devisees of said Nancy Rogers deceased, made an agreement whereby said John C. Rogers was to live with said plaintiff in the old homestead in which he by the will of said Nancy Rogers had a life estate and said plaintiff was to occupy said homestead by himself and family and that for the first year of such occupancy said use should pay for board and lodging and care of the said John C. Rogers and leave twenty-five dollars which plaintiff agreed to pay said John C. Rogers and for the second year a similar arrangement and agreement was made by them and said plaintiff was to pay fifty dollars besides boarding and lodging the said John C. Rogers but neither said \$25. nor said \$50. were ever paid by plaintiff, and afterwards the said John C. Rogers being importuned by plaintiff gave to plaintiff a further sum of one hundred and seventy-five dollars through Walter Beecher who was indebted to him but these defendants are unable to give the date thereof and they say said John C. Rogers sold to Alice Rogers the wife of plaintiff, personal property

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and took her note for \$60. therefor and before his death as a reward for care and nursing directed said Walter Beecher to surrender to her said note which defendants believe and allege was surrendered to her by him in pursuance with said request for said purpose.

And at other times which defendants are unable to state money and property was given by said John C. Rogers to plaintiff to satisfy him for said board and lodging and nursing and defendants say the said John C. Rogers in the manner aforesaid paid in full to the plaintiff and his wife for all their claim for boarding, lodging, care, attention, nursing, mending, washing &c of which he in his petition makes mention and that the plaintiff hath no claim or right therefor against the estate of John C. Rogers or the estate of Nancy Rogers and therefore they pray that the same be not allowed.

Robinson & Woodburn,
Attorneys for Defendants

The State of Ohio
Union County, ss.:

O. G. Oppihle, one of defendants being duly sworn deposes and says he believes the allegations of the foregoing answer are true.

O. G. Oppihle.

Sworn to before me and signed in my presence
this 18th day of September 1893.

(Seal)

A. Wileroy, Clerk of Courts

Afterward, on the 25th day of September A. D. 1893, a Reply was filed with the Clerk of said Court, to wit:

Eli P. Rogers, Plaintiff
vs.
N. S. Rogers Admr. Defendant

Court of Common Pleas,
Union County Ohio.

The plaintiff replies to the answer of James Oppihle and others filed herein on the 18th day of September 1893 and denies each and every allegation set up by said defendants in their third ground of defense in said answer.

And plaintiff denies that said John C. Rogers had at his death any estate of his own to be administered upon by an Administrator.

And plaintiff prays judgment as he has in his petition.

Porter & Porter,

Attorneys for Plaintiff.

The plaintiff Eli P. Rogers being sworn makes oath that the facts stated in the foregoing pleading are true as he believes.

Eli P. Rogers.

Sworn to by Eli P. Rogers before me and signed by him this 25th day of September 1893.

(Seal)

A. Wileroy, Clerk

Reply

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Afterward, on the 18th day of April A.D. 1894, an Entry was made on the Journal by the Clerk of said Court, Eli P. Rogers

Entry

65-43

vs.
N. S. Rogers Admr.

Journal 17, Page 12.

This day again came the said parties, by their Attorneys, and also came the Jury heretofore impaneled and sworn herein. And the said Jury having heard the remaining testimony, the arguments and charge of the Court, retired to their room in charge of the Sheriff for deliberation. And now comes the said Jury in 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 \$164.²⁵

Dated April 18th, 1894.

W. E. Stamates, Foreman

Afterward, on the 28th day of April A.D. 1894, an Entry was made on the Journal by the Clerk of Court, Eli P. Rogers

Entry

65-43

vs.
N. S. Rogers Admr.

Journal 17, Page 33

This day this cause again come on to be further heard, and the defendants failing to file a motion for a new trial, and the cause being ready for judgment upon the verdict. It is therefore considered and adjudged that the plaintiff recover of the said N. S. Rogers as Administrator on the estate of Nancy Rogers deceased, the sum of one hundred and sixty-four ²⁵/₁₀₀ dollars. (\$164.²⁵)



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 9th day of April in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that, heretofore, to-wit, on the 24th day of February A. D. 1894, Clara P. Maloy filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Nettie Collett et al.

Clara P. Maloy, Plaintiff

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

Petition

6671

Nettie Collett, Rose Congrove, Jennie Gordon, Emery Hammond, George Hammond, Jonathan Hammond & John Maloy, Defendants.

The plaintiff says that on the 10th day of August 1892 Mary A. Hammond departed this life intestate leaving Jonathan Hammond her husband, and the following children her only heirs at law and legal representatives, to-wit: 1st - Your petitioner, who is a daughter of said Mary A. Hammond, deceased.

- 2nd. Nettie Collett, a daughter of said deceased
- 3rd. Jennie Gordon, a daughter of said deceased
- 4th. George Hammond, a son of said deceased
- 5th. Emery Hammond, a son of said deceased
- 6th. Rose Congrove, a daughter of said deceased.

The said Mary A. Hammond at the time of her death was seized in fee simple as tenant in common with her husband in the premises hereinafter described each owning the undivided one half thereof.

The said Jonathan Hammond in his own right owned the undivided one-half of said premises, and upon the death of his said wife became entitled to dower in the remaining half of the same.

Subject to said dower the interest of said Mary A. Hammond in said lands descended to the above named children in equal parts. Said lands are described as follows: Situate in the County of Union and State of Ohio, part of Survey N^o 4807 and being subdivisions N^o 3^{3/4} & 4 of a division made in partition a plat of which is recorded in Law Record N^o 12 on Page 290 of the Common Pleas Records of said County and contains in all 22 acres of land more fully described as follows: "Beginning at the N. E. corner of Survey N^o 4807; thence with the Survey line N. 82^{1/2} W. 57^{1/2} poles to a stake; thence S. 15^{1/2} E. 17 poles to a stake; thence S. 82^{1/2} E. 20^{3/4} poles to a stake in the Survey line; thence N. 7^{1/2}

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The said Jonathan Hammond is entitled to one half of said premises and has dower in the other half. Subject to said dower the said children of said Mary A. Hammond are each entitled to the undivided one twelfth of said premises. The plaintiff desires to hold her interest in said premises in severalty.

The plaintiff and her husband are in possession of all said premises, holding a lease from the said Jonathan Hammond for his interest in the same, which lease will not expire until the 1st day of April 1896.

The said George Hammond is a minor over 14 years of age, and all the other parties are of full age.

The name of plaintiff's husband is John Maloy and he is made defendant hereto so that his rights under his said lease may be adjusted and protected.

The plaintiff prays that dower may be assigned said Jonathan Hammond and that subject thereto partition of said lands may be made, and if partition by metes and bounds cannot be made without manifest injury to the value thereof then that the same may be sold, and for all such relief as the nature of the case may require.

J. L. Cameron,
Attorney for Plaintiff.

The State of Ohio,
Union County, ss.:

Clara P. Maloy being sworn says she believes the facts stated in the foregoing petition to be true.
Clara P. Maloy.

Sworn to before me and signed in my presence
this 24th day of February 1894.
(Seal) R. M. Leroy, Clerk of Court.

Warner

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I waive summons and enter my appearance hereto
this 24th day of February 1894.
John Maloy.

Præcipe

To the Clerk:
Issue summons to the Sheriff of Union County for the defendants returnable according to law.
Filed February 24th, 1894.
J. L. Cameron, Attorney

Afterward, on the 24th day of February A. D. 1894, 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 Nettie Collette, Rose Congrove, Jennie Gordon, Emery Hammond, George Hammond a minor over 14 years of age and Jonathan Hammond that they have been sued by

Clara P. Maloy in the Court of Common Pleas of Union County, and must answer by the 24th day of March A. D. 1894 for the petition of the said plaintiff, will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 5th day of March A. D. 1894. Witness my hand and the Seal of said Court, this 24th day of February A. D. 1894.

(Seal)

R. M. Leroy, Clerk

Sheriff's Return

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:

Div. Return	1.00
Mileage	2.00
Copy	.90
Total	3.90

The State of Ohio, Union County | Sheriff's Return
Received this writ February 24th A. D. 1894 at 5 o'clock P. M. and served same by delivering a true copy of this writ with the indorsements thereon to each of the defendants named in this writ personally on the 27th day of February 1894.

Wm. S. Snodgrass, Sheriff

Entry

Afterward, on the 20th day of March A. D. 1894, an Entry was made on the Journal by the Clerk of Court Clara P. Maloy vs. Nettie Collett et al. | Journal 16 Page 542.

6671

In motion to the Court it is ordered that O. H. Evans be and he is made a party defendant hereto with leave to file answer instant.

Answer

Afterward, on the 29th day of March A. D. 1894, an Answer & Cross Petition was filed with the Clerk of said Court: Clara P. Maloy, Plaintiff vs. Nettie Collett et al. Defendants

Petition of O. H. Evans

6671

In the Court of Common Pleas Union County, Ohio. Now comes O. H. Evans, who on the 20th day of March 1894, was made a defendant herein with leave to file answer, and says he admits the allegations in the petition, but alleges that the interest of plaintiff and defendants are subject to his claim. And by way of cross-petition this defendant says that on the 15th day of December 1891 said Jonathan Hammond and Mary A. Hammond his wife, now deceased, executed and delivered to this defendant their certain promissory note, a copy of which note is as follows: and is made a part of this cross-petition:

"\$500." Marysville, Ohio, December 15th 1891.

Five years after date, I promise to pay to the order of O. H. Evans, Five hundred dollars, at Peoples Bank, Marysville, Ohio. Value received, without any relief whatever from valuation & Appraisement Laws. With interest at the rate of eight per cent. per annum after maturity,

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payable semi-annually. The Drawers and Endorsers severally waive presentment for payment, protest, and notice of protest and non-payment of this note. It is expressly agreed that if default be made in the payment of any one of the coupons hereto attached representing the semi-annual interest on this note, or any part thereof, as they severally become due, then the whole principal sum represented by this note, shall, at the option of the holder thereof, immediately become due, and together with all arrearages of interest thereon, may be collected. It is further expressly agreed, that if at any time, until this note is fully paid, the premises made security for this note, or any portion thereof, shall be sold for any tax or assessment whatever, then, and in that event, this note, and all accrued interest thereon shall immediately become due, and may be collected.

(Signed) Jonathan Hammond
Mary A. Hammond.

There are no credits or indorsements on said note. Upon the same date, said Jonathan Hammond and Mary A. Hammond executed and delivered to this defendant ten coupon notes, representing the semi-annual interest thereon, calling for \$17.⁰⁰ each with interest at 8% payable semi-annually, after maturity, due as follows: June 15th and December 15th, 1892, 1893, 1894, 1895-⁹⁶ 1896 respectively.

In order to secure the payment of said principal note and interest coupon notes and interest thereon, the said Jonathan Hammond and Mary A. Hammond his wife, executed and delivered to this defendant a mortgage, dated December 15th 1891, upon the premises described in the petition herein, That on the 16th day of December 1891, at 2³⁰ o'clock P. M. said mortgage was delivered to the Recorder of Union County, Ohio, and was duly recorded December 19th, 1891, in Book 31, Pages 145th & 146, of the Mortgage Records of said County. Said mortgage was conditioned upon the payment of said principal note and interest coupon notes, according to the tenor thereof.

This defendant says that no part of said principal note of \$500.⁰⁰ has been paid, and no part of the last six coupon notes above mentioned has been paid. Therefore this defendant prays that in the event of said premises being sold - his rights may be protected, that his said claim be first satisfied out of the proceeds arising from such sale, and that he may have all other proper relief.

J. E. Griffith,
Attorney for O. H. Evans.

State of Ohio,
Union County, ss:
O. H. Evans, being duly sworn, says that he

believes that the facts alleged in the foregoing pleading are true.

O. H. Evans.
Sworn to and subscribed before me this 29th day of March A. D. 1894.

F. T. Arthur, Notary Public,
Union County, Ohio.

(Seals)

Entry

6671

Afterward, on the 18th day of April A. D. 1894, an entry was made on the Journal by the Clerk of Court.

Clara P. Maloy

vs.

Journal 17, Page 10.

Nettie Collett et al

It appearing to the Court that the defendant George Hammond is a minor over 14 years of age and has neglected for twenty days from return of the summons served upon him to apply for a guardian. On motion of the plaintiff J. N. Robinson is hereby appointed guardian for the suit for said minor defendant.

And now comes said J. N. Robinson in open Court and accepts said appointment and files his answer herein.

Afterward, on the 18th day of April A. D. 1894, an Answer was filed with the Clerk of said Court, to wit:

Clara P. Maloy, Plaintiff

vs.

Court of Common Pleas,
Union County, Ohio.

Answer

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Nettie Collett, et al. Defendants

Now comes George Hammond a minor by his Guardian Ad Litem, J. N. Robinson and says said George Hammond is a minor and entitled to one twelfth of said estate and asks the Court that his interest be protected.

J. N. Robinson, Guardian Ad Litem
Afterward, on the 18th day of April A. D. 1894, an entry was made on the Journal by the Clerk of said Court.

Clara P. Maloy

vs.

Journal 17, Page 10.

Entry

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And now this cause coming on to be heard on the petition, answers and evidence. The Court find all parties have had due and legal notice, and that the plaintiff and the defendants hereinafter named are tenants in common in the estate described in the petition.

That Jonathan Hammond is entitled to dower in the undivided one-half of said premises and that subject thereto the plaintiff Clara P. Maloy has a legal right to the one-twelfth of said premises.

The said Jonathan Hammond is entitled to the one-half of said premises, and Nettie Collett, Jennie Gordon, George Hammond, Emery Hammond, and Rose Congrove are each entitled to the one twelfth part of said premises subject to said dower.

The plaintiff is entitled to have partition of said lands as prayed for in her petition.

It is therefore ordered, adjudged and decreed that

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partition of said estate be made, and that dower therein be assigned to said Jonathan Hammond in the undivided one-half of said premises. And J. M. Bramman, Marion Hopkins and A. S. Mowry, three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make and set off the same.

And it is ordered that if in the opinion of said Commissioners it would be for the interest of the parties to do so they appraise said lands free of said dower so that said Jonathan Hammond may have money in lieu thereof. 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 parties the parts and proportion of said estate to which they are hereinbefore severally found entitled, or if this cannot be done without manifest injury then that they return their appraisement of said property.

And of his proceedings the said Sheriff is ordered to make due and true return.

Orders of Partition

Afterward, on the 15th day of April A. D. 1894, an Order of Partition was issued by the Clerk of said Court, to wit: The State of Ohio,

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Union County, ss. To the Sheriff of said County, Greeting: We command you, that without delay, by the oaths of J. M. Bramman, Marion Hopkins and A. S. Mowry you cause to be set off and assigned to Jonathan Hammond husband of Mary A. Hammond, late of said County, deceased, of full equal third part of the undivided one half of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following real estate, situate in the County of Union State of Ohio, part of Survey N^o. 4807 and being subdivision N^o. 3 ²/₄ of a division made in partition a Plat of which is recorded in Law Record N^o. 12 on Page 290 of the Common Pleas Records of said County and contains in all 22 acres of land more fully described as follows: Beginning at the N. E. corner of Survey N^o. 4807: thence with the Survey line N. 82¹/₂ - W. 57 ²/₁₀₀ poles to a stake: thence S. 15¹/₂ - E. 97 poles to a stake: thence S. 82¹/₂ - E. 20 ²/₁₀₀ poles to a stake in the Survey line: thence N. 7¹/₂ - E. 89 ²/₁₀₀ poles to the beginning.

Subject to said Dower estate, among the persons named herein, and in the following proportions, to wit: To Clara P. Maloy, ¹/₂ part: to Nettie Collett ¹/₂ part: to Jennie Gordon ¹/₂ part: to George Hammond ¹/₂ part: to Emery Hammond ¹/₂ part: to Rose Congrove ¹/₂ part: to Jonathan Hammond ¹/₂ part. And if, in the

opinion of the said Commissioners, said premises cannot be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same free from the dower of the said Jonathan Hammond 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 Clara P. Maloy is plaintiff and Nettie Collett, Rose Congrove, Jennie Gordon, Emory Hammond, George Hammond, Jonathan Hammond, and John Maloy are defendants; and that your proceedings on the premises you distinctly certify, under your hand, to our said Court forthwith.

Witness my name and the Seal of the Court of Common Pleas, at the Court House in Marysville, this 18th day of April A. D. 1894.
 (Seal) R. M. Leroy, Clerk.

And on the 21st day of April A. D. 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

Service	25
Mileage	2 25
Ex. Writ	1 00
Swear Com.	25
Report	25
Convey	2 50
Return	25
Total	\$6 70
Comm. fee	3 00
Surveyor (report)	1 00

As commanded by the foregoing writ of Partition and Dower, I have executed the same by the oaths of J. M. Brannan, Marion Hopkins and A. S. Mowry; and the said Commissioners being of the opinion that dower cannot be assigned and said premises cannot be divided without manifest injury, I have caused the same to be appraised; all of which will more fully appear by reference to the report of the said Commissioners herewith returned.

Given under my hand this 20th day of April A. D. 1894.
 Wm. G. Snodgrass, Sheriff.

Comm. Report

Clara P. Maloy vs. Nettie Collett et al. | Union County, ss: Court of Common Pleas, In Partition & Dower.

According to the command of the writ of Partition and Dower in this case issued, and on call of the Sheriff of said County, we, the undersigned Commissioners, after being first duly sworn, and upon actual view of the premises, we are of opinion that dower cannot be assigned and divided without manifest injury, and we do estimate the value of the same, free of the said dower estate of Jonathan Hammond at fifty dollars (\$50⁰⁰) per acre or a total value of \$1100⁰⁰.

Given under our hands this 19th day of April A. D. 1894.
 Commissioners: { J. M. Brannan, M. Hopkins, A. S. Mowry.

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Afterward, on the 24th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of Court.

Clara P. Maloy vs. Nettie Collett et al Journal 17, Page 17.

Entry 6671

This came on for hearing upon the petition return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing that said estate cannot be divided or dower assigned by metes and bounds without manifest injury to the value thereof, and that it is in the interest of all parties that dower be not assigned by metes and bounds. And that said Commissioners have made and returned their appraisement thereof free from the dower of the said Jonathan Hammond in the sum of \$50⁰⁰ per acre or a total value of \$1100⁰⁰ and the Court finds the said return and proceedings in all respect correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take the said estate at its appraised value on motion of the plaintiff it is ordered that said premises be sold at private auction free of the dower of said Jonathan Hammond, and that an order issue therefor to the Sheriff of Union County and on motion and for good cause shown it is ordered that the sale be made for cash.

Afterward, on the 25th day of April A. D. 1894, an Order of Sale in Partition was issued by the Clerk of Court.

Order of Sale in Partition 6671

The State of Ohio vs. 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 April Term A. D. 1894 in a certain Petition, now pending in said Court, wherein Clara P. Maloy is plaintiff and Nettie Collett, Jennie Gordon, George Hammond, Emery Hammond, Rose Congrove, and Jonathan Hammond are defendants, we command you that without delay you proceed to sell at public auction for cash the lands and tenements in said petition described, to wit: Situate in the State of Ohio, County of Union and Township of Union, part of Survey n^o 4807, being subdivision 3, 2nd 1/4 of a division made in partition, a Plat of which is recorded in Law Record n^o 12 on Page 290 of the Common Pleas Records of said County, and contains in all 22 acres of land more fully described as follows: Beginning at the N. E. corner of Survey n^o 4807; thence with the Survey line N. 82 1/2 - N. 57 7/10 poles to a stake; thence S. 15 - E. 97 poles to a stake; thence S. 82 1/2

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to 20 ⁷⁷/₁₀₀ poles to a stake in Survey line: thence N. 7 1/2 - E. 89 ⁷⁵/₁₀₀ poles to the beginning.

Appraised at \$500.00. Free of the Dower Estate of Jonathan Hammond; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term and have you then and there this writ.

Witness my hand and the Seal of the said Court, at Marysville this 25th day of April A.D. 1894.
 R. M. Crony, Clerk.

And on the 9th day of June A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Sheriff's Service	25
Return Mileage	14.0
Copy to Otr.	20
Poundage	8.25
Return	25
Deed	2.00
Total	126.0

The State of Ohio, Union County, ss: Sheriff's Return.
 I received this Order of Sale on the 25th day of April 1894 and in obedience to the command of the same, I did, on the 25th day of April 1894, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 9th day of June 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: five consecutive weeks; and in pursuance to said notice, I did, on said 9th day of June A.D. 1894, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and then and there came Jonathan Hammond who bid for the same the sum of Eleven hundred (\$1100.00) and said sum being more than two-thirds of the appraised value thereof, and said Jonathan Hammond being the highest and best bidder therefor, I then and there publicly sold and struck off said lands and tenements to him for the said sum of Eleven hundred (\$1100.00) dollars.

W^m G. Snodgrass, Sheriff.
 Union County, Ohio.

Proof of Publication
 Clara P. Maloy vs. Nettie Collett

Sheriff's Sale, In Partition.
 Court of Common Pleas,
 Union County, Ohio.

By virtue of the above stated writ to me directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville, Ohio, on Saturday June 9th, 1894, at or about the hour of 1 o'clock P.M. on said day the following described real estate, to wit: Situated in the State of Ohio, County

Answer
 by Cross
 Petition
 of
 John D. Miller

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of Union and Township of Union, part of Survey n^o 4807 being subdivisions three and four of a division made in partition, a plat of which is recorded in Deed Record n^o 12 on Page 290 of the Common Pleas Records of said County and contains in all twenty-two (22) acres of land, more fully described as follows: Beginning at the north-east corner of Survey n^o 4807: thence with the Survey line north 82 1/2 west 57 7/10 poles to a stake: thence south 15 east 97 poles to a stake: thence S. 82 1/2 east 20 7/10 poles to a stake in Survey line: thence north 7 1/2 east 89 7/10 poles to the beginning. Appraised at \$50.00 per acre.

Terms of Sale, Cash.
 May 9th, 1894. W^m 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 May 9th, 1894.

Sworn to and subscribed before me, this 9th day of June 1894. (Seal)
 R. M. Leroy, Clerk.
 Printers fees \$ 13.

Answer
 ex parte
 Petition
 of
 John F. Miller

Afterward, on the 2nd day of June A. D. 1894, an Answer ex parte Petition was filed with the Clerk of Court of Clara P. Maloy, Plaintiff.
 vs.
 Nettie Collett et al. Defendants

6671

And now comes the said John F. Miller, and by leave of Court, enters his voluntary appearance herein, and for answer by way of cross-petition herein says: That on the first day of February 1892, said John F. Miller recovered a judgment, by virtue of the consideration of A. H. Goodwin, a Justice of the Peace for Union Township, Union County, Ohio, against E. A. Collett, J. Hammond and W. A. Hammond for the sum of one hundred and thirty-four 3/4 100 dollars, debt, with eight per cent. interest thereon from said February 1st, 1892 and three 3/4 100 dollars costs, which were paid by said plaintiff, one 3/4 100 dollars increase costs before said Justice of the Peace, 3/4 100 dollars costs on transcript. On February 27th, 1892, said John F. Miller caused a transcript of said judgment from the docket of said Justice of the Peace to be filed in the office of the Clerk of this Court, and judgment thereupon became a lien on the premises described in plaintiff's petition herein filed.

Said judgment is still in full force unreversed

and unsatisfied, and no part thereof has been paid. Said defendant, John F. Miller therefore asks that he be allowed the said amount of \$134.²³ with 8% interest from February 1st, 1892 and \$5.⁵³ with 6% interest from February 1st, 1892 on \$5.²³ and 6% interest on .50 from February 27th 1894, and for all other and proper relief in the premises.

John M. Brodrick,
Attorney for John F. Miller.

The State of Ohio,
County of Union, ss.

John M. Brodrick, being sworn makes oath that he is the duly authorized Attorney for said John F. Miller. That said John F. Miller is a non-resident of said Union County, Ohio, and that the facts stated in the foregoing answer and cross-petition are, as affiant believes, true.

Sworn to by said John M. Brodrick before me and signed by him in my presence this Second day of June A.D. 1894. (Seal) R. M^{re} Leroy, Clerk.

Answer
of

Jonathan Hammond was filed with the clerk of said Court, to wit:
Clara P. Maloy, Plaintiff

6671.

Nettie Collett et al. Defendants.

In the Court of Common Pleas
Union County, Ohio.

Now comes Jonathan Hammond, one of the defendants in this action, and leave of Court having been first had files this his answer to the petition herein.

This defendant admits all the allegations in the petition and alleges that his age is 59 years.

He therefore asks that his dower interest be computed accordingly and his other rights be protected.

J. E. Griffith, Attorney for
Jonathan Hammond.

Jonathan Hammond, being duly sworn, says he believes the facts stated in the foregoing pleading to be true.

Sworn to and subscribed before me, this 20th of June A.D. 1894. (Seal) J. W. Dilton, Notary Public.

Afterward, on the 2nd day of July A.D. 1894, an Entry was made on the Journal by the Clerk of Court:
Clara P. Maloy

Entry

6671.

Nettie Collett et al. Journal 17, Page 39.

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

Petition

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said proceedings and sale are hereby confirmed and approved. And the said Sheriff is hereby ordered by deed duly executed to convey said premises to Jonathan Hammond the purchaser free of dower.

It is further ordered that the Sheriff out of the proceeds of sale \$1100.⁰⁰ pay:-

First: To the Treasurer of Union County \$4.⁷⁶ being the taxes and penalty due on said premises.

Second: To the Clerk of this Court the costs of this action including an attorney fee of \$40.⁰⁰ to J. L. Cameron for his services herein dated to \$100.⁰⁰

Thirdly: To the defendant O. H. Evans the sum of \$5-19.⁰⁰ being the amount of his mortgage lien on said premises.

Fourth: To John F. Miller the sum of \$166.²² being the amount of his judgment liens.

Fifth: To Jonathan Hammond \$154.⁶⁵ being the one-half of the balance of said purchase money, and also the further sum of \$26.³⁰ being the value of said Jonathan Hammonds dower interest in said premises.

Sixth: To the plaintiff \$21.³⁷; To Nettie Collett \$21.³⁷; To Jennie Gordon \$21.³⁷; To George Hammond \$21.³⁷; To Emery Hammond \$21.³⁷; To Rose Congrove \$21.³⁷

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. O'Neil, Judge of said Court, of the Term of April, to-wit, on the 9th day of April in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to-wit, on the 16th day of March A. D. 1894, Rosetta Beene filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Frank Beene, to-wit:

Petition

Rosetta Beene, Plaintiff
vs.
Frank Beene, Defendant
State of Ohio, Union County,
Court of Common Pleas.

6687

Rosetta Beene the above named plaintiff says that she is an actual resident of said Union County, Ohio, and that she has been a bona resident of the State of Ohio continuously for one year (and more) last past. That she and the said defendant Frank Beene were married to each other, on or about

the 4th day of October 1890. That there are no children from said marriage. That she has always conducted herself as a true and faithful wife to said Frank Beene and that on the 10th day of March 1891 the said defendant Frank Beene left her without any cause and since that time and for more than three years last past has refused to live with her, and has refused for all said time to provide for her or to furnish her with any of the necessaries of life so that she has been compelled to depend upon her own labor and the charity of others for a support.

And the said complainant says that at the time of and prior to her said marriage with said defendant Frank Beene her name was Rosetta Beck.

Wherefore the plaintiff prays that she may be adjudged and decreed a divorce from her said husband Frank Beene and that the bonds of their said marriage may be absolutely dissolved; and that her name be changed to Rosetta Beck her former name before her marriage to the said defendant Frank Beene.

Burnham C. Bales,

Attorney for Plaintiff.

State of Ohio
Union County ss:

Rosetta Beene being sworn says she is the plaintiff in the foregoing petition and that the facts therein stated and averments made are true as she verily believes.

Mrs. Rosetta Beene

Subscribed and sworn to by the said Rosetta Beene before me this 16th day of March 1894.

(Seal)

R. M. Leroy, Clerk.

Afterward, on the 16th day of March A. D. 1894, 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:

Summons

6687

You are commanded to notify Frank Beene that Rosetta Beene 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 neglect, 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 26th day of March A. D. 1894.

Witness my signature as clerk of our said court of common pleas, and the seal of said, at Marysville this 16th day of March A. D. 1894.

(Seal)

R. M. Leroy, Clerk.

Sheriff's Return

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Sheriff's Return

And on the 26th day of March A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which returned is as follows:

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Return	25
Total	5 06

Received 10 o'clock A.M. on the 18th day of March A.D. 1894, and on the 24th day of March A.D. 1894, I served the same by leaving a true copy thereof of this writ with the endorsements thereon with a copy of the petition at the usual place of residence of the defendant Frank Beenev on the 24th day of March 1894.

Wm G. Snodgrass, Sheriff.

Entry

Afterward, on the 2nd day of July A.D. 1894, an Entry was made on the Journal by the Clerk of Court

Rosetta Beenev vs. Frank Beenev

Journal 17, Page 40

6.6.87.

Now comes the plaintiff and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true, and this cause being further heard upon the evidence 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 and for more than a year had been a bona-fide resident of this Union County, 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, in failure to provide for this plaintiff and has been wilfully absent from her for more than three years last past, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the court that the marriage contract theretofore existing between the said Rosetta Beenev and Frank Beenev be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the petitioner be and she hereby is restored to her maiden name of Rosetta Beck.

It is further considered by the court that the said plaintiff recover from the said defendant her costs herein expended.

no children conducted Frank Beenev and defend- and since t past has aid, time the necess depend upon support, at the h said ta Beck. be adjudg and Frank age may changed age to the ntiff. The plain ts therein rily believe eney etta Beenev lerk. Summons ty: ey that rk of the State of , delivered absence om him, d for other hearing and six rit. ions on id Court d, at 94.

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. [unclear] Judge of said Court, of the Term of April, to-wit, on the 19th day of April in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore to-wit, on the 2nd day of April A.D. 1894, George N. Manley filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary Manley to-wit:

Petition

George N. Manley, Plaintiff vs. The State of Ohio Union County To the Court of Common Pleas Mary Manley, Defendant

6705

The plaintiff says: 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 Union County, Ohio,

On or about 22nd day of January 1891, he was married to the defendant. Regardless of her duties as a wife the said defendant has been guilty of extreme cruelty toward the plaintiff in cursing and abusing him without cause.

Defendant has also been guilty of gross neglect of duty in this while she lived with plaintiff she neglected and refused to perform her household duties and spent her time in idleness, and a large portion of the time away from home.

About the first of May 1891 while the plaintiff was away from home she took all the household goods and moved them away to her mother's and has ever since refused to live with the plaintiff or return said goods and refused to perform any of the duties of a wife.

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

J. D. Cameron, Attorney for Plaintiff.

Afterward, on the 2nd day of April A.D. 1894, an Affidavit was filed with the clerk of said Court, to-wit:

Affidavit

George N. Manley, vs. In Union County Court of Common Pleas, Mary Manley

6705

The State of Ohio, Union County, ss:

George N. Manley being first duly sworn says that he has commenced in the Court of Common Pleas of Union County, Ohio, a civil action against the defendant Mary Manley charging her with gross neglect of duty and extreme cruelty and praying for a divorce from her.

Affiant says that he has used due and reasonable diligence to learn the place of residence and Post Office address is unknown to the affiant. Affiant desires to give notice by publication.

G. N. Manley

Cross of of Publication

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Sworn to before me and signed in my presence this 2nd day of April 1893.

R. M. Leroy,

(Seal)

Clerk of Court.

Legal Notice.

Mary Manley, whose place of residence is unknown will take notice that on the 2nd day of April 1894, George W. Manley filed in the Court of Common Pleas of Union County, Ohio, a petition against said Mary Manley charging her with gross neglect of duty and extreme cruelty, and praying that he may be divorced from said Mary Manley. The petition will be for hearing six weeks from the first publication of this notice, or as soon thereafter as a hearing can be had.

April 4th, 1894.

George W. Manley.

Filed May 18th, 1894.

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 April 4th, 1894.

Printers fee \$3.⁰⁰

A. C. Shearer.

Sworn to and subscribed before me, this 19th day of May 1894.

(Seal)

R. M. Leroy, Clerk.

Afterward, on the 2nd day of July A. D. 1894, an Entry was made on the Journal by the Clerk of said Court: George W. Manley

Journal 17, Page 41.

Mary Manley
This day came this cause on to be heard upon the petition and evidence. On consideration whereof the Court being fully advised in the premises find that the defendant has been duly and legally notified of the filing and pendency of the petition. That the plaintiff has been a resident of Ohio for several years last past and was at the time of filing the petition and ever since has been a bona fide resident of said County of Union. The Court further finds that the said defendant has been guilty of gross neglect of duty as charged in the petition and that by reason thereof the plaintiff is entitled to be divorced.

It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between said parties be and the same is set aside and wholly annulled and both parties released from the obligations of the same. The plaintiff is ordered to pay the costs hereof.

Cross of of Publication

6705-

Entry

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Pleas continued and held at the Court House in
Marysville, within and for the County of Union, in
the Fifth Judicial District of the Court of Common
Pleas of the State of Ohio, before the Honorable John A.
Price, Judge of said Court, of the Term of April, to wit, on
the 4th day of April in the year of our Lord one thousand
eight hundred and ninety four.

Be it remembered that, heretofore, to wit, on the 28th
day of March A. D. 1894, Emma Goldsmith filed in the
Clerk's Office of the said Court of Common Pleas the
following Petition against William C. Goldsmith, to wit,
State of Ohio,

Union County, ss:

Emma Goldsmith, Plaintiff

In the Court of
Common Pleas.

Petition

vs.

William C. Goldsmith, Defendant

6691.

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 18th day
of November 1869, in Union County, Ohio, she was married
to the defendant. She has no children living.

The defendant has, in disregard of his marital
duties, for more than three years last past, been will-
fully absent from plaintiff. Defendant has no prop-
erty to plaintiff's knowledge.

Wherefore plaintiff prays that she may be
divorced from the defendant, be restored to her maiden
name, and granted such other relief as is proper.

J. E. Griffith,

Attorney for Plaintiff.

State of Ohio,

Hamilton County, ss:

Emma Goldsmith, plaintiff, being duly sworn,
says that she believes the facts stated in the above
pleading to be true.

Sworn to before me and signed in my presence this 19th
day of March 1894.

(Seal)

Francis M. Biddle,

Notary Public in and for
Hamilton County, Ohio.

Afterward, on the 20th day of March A. D. 1894, an
Affidavit was filed with the Clerk of said Court, to wit:
State of Ohio,

Union County ss:

Emma Goldsmith, Plaintiff

In the Court of Common Pleas

Affidavit

vs.

William C. Goldsmith, Defendant

Affidavit for service by
Publication.

6691.

Emma Goldsmith, plaintiff, being first duly
sworn, says that service of summons can not be made
in this State on the defendant William C. Goldsmith;
that the residence of said defendant is unknown, and
can not with reasonable diligence be ascertained, and

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That the cause is one of those mentioned in Section five thousand and forty eight of the Revised Statutes of Ohio.

Sworn to and subscribed before me this 19th day of March 1894.
(Seal) Francis M. Biddle
Notary Public in and for Hamilton County, Ohio.

Legal Notice

William C. Goldsmith, whose residence is unknown, will take notice that on the 20th day of March 1894, Emma Goldsmith filed her petition in the Court of Common Pleas of Union County, Ohio, in Case No. 6691 against the above named William C. Goldsmith, praying for a divorce from said defendant and restoration of her maiden name, because of the willful absence of said defendant from plaintiff for more than three years last past. Said William C. Goldsmith is required to answer on or before the third day of May 1894, or a decree may be taken as prayed for in said petition.
March 21st 1894. Emma Goldsmith

Filed May 18th 1894.
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 March 21st, 1894.

Printers fee \$3.⁵⁰ N. D. Shearer
Sworn to and subscribed before me this 19th day of May 1894. (Seal) R. M. Leroy, Clerk

Afterward, on the 2nd day of July A. D. 1894, an entry was made on the Journal by the Clerk of said Court.
Emma Goldsmith

Entry 6691.

vs.
William C. Goldsmith
Now come the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, the Court find William C. Goldsmith in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true.

The Court further find, upon the pleading and the evidence 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 filing of the same, and was at that time a bona fide resident of this County of Union, and that the parties thereto were married as set forth in said petition.

The Court further find, upon the evidence adduced,

that the defendant has, in disregard of his marital duties for more than three years last past and prior to the filing of the petition herein, been willfully absent from plaintiff, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for.

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

It is further ordered that the petitioner be, and she hereby is, restored to her maiden name of Emma Colver.

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

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 9th day of April in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to-wit, on the 2nd day of June A.D. 1894, Robert Sellers & Co. filed in the Clerk's Office of the said Court of Common Pleas, the following Petition against Rosa B. Gates Administratrix.

John Roberts, William G. Sellers
William T. Young, & Samuel S.
McConaha partners in business
under firm name & style of
Roberts, Sellers & Co. Plaintiff

Court of Common Pleas
Union County, Ohio.

Petition

6743

Rosa B. Gates, Administratrix
of the estate of Seth Gates
Deceased. Defendant

The said Robert Sellers & Co. plaintiffs herein say that on the 1st day of October 1883, the plaintiffs herein by the consideration of this Court recovered a judgment against the said Seth Gates, then in full life in the sum of one hundred and fifty-eight ²⁵/₁₀₀ dollars (\$158.²⁵) and also for costs of suit which together with costs since made by reason of execution issued upon said judgment amount to the sum of twelve ⁷⁵/₁₀₀ dollars (\$12.⁷⁵)

That said judgment and costs have not been paid

Entry

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nor any part thereof by the said defendant or any person for him. That there is now due and unpaid on said judgment the said sum of one hundred and fifty-eight $\frac{3}{4}$ $\frac{3}{100}$ dollars (\$158. $\frac{3}{4}$ $\frac{3}{100}$) with interest thereon from October 1st 1883 and costs in said suit taxed as hereinbefore stated amounting to the sum of twelve $\frac{3}{4}$ $\frac{7}{100}$ dollars (\$12. $\frac{3}{4}$ $\frac{7}{100}$) with interest thereon from March 25th 1887.

That said Seth Gates died on or about the --- day of --- A.D. 188- That the said Rosa B. Gates has been duly appointed and qualified as the Administratrix of the estate of said Seth Gates, deceased.

Said plaintiffs therefore pray that said judgment may be revived for the said sum of one hundred and fifty-eight $\frac{3}{4}$ $\frac{3}{100}$ dollars (\$158. $\frac{3}{4}$ $\frac{3}{100}$) with interest thereon from the 1st day of October 1883 and also for the sum of twelve dollars $\frac{3}{4}$ ninety-five cents (\$12. $\frac{3}{4}$ $\frac{95}{100}$) costs taxed in said suit as hereinbefore stated with interest thereon from the 25th day of March A.D. 1886.

Robinsons & Piper,
Attorneys for Plaintiff.

State of Ohio,
Union County, ss.

L. Piper being duly sworn says that he is one of the Attorneys of said Roberts, Sellers & Co., duly authorized in the premises, that said plaintiffs are non-residents of the County of Union and are now absent therefrom and that the facts stated and the allegations in the foregoing petition are as affiant believes true.

Leonidas Piper.

Sworn to before me by L. Piper and by him subscribed in my presence this 2nd day of June A.D. 1894.
(Seal) R. Mileroy, Clerk of Court.

I hereby waive the issuing and service of process in this cause and hereby enter my appearance herein.
Rosa B. Gates, Admrx. of
Seth Gates, Decid.

By H. H. Merchant, her Attorney

Afterward, on the 2nd day of July, A.D. 1894, an Entry was made on the Journal by the Clerk of Court.
Robert Sellers & Co.

Journal 17, Page

Entry
6743

vs.
Rosa B. Gates Admrx.
of Estate of Seth Gates Decid.

This day this cause came on to be heard on petition for a revival of the judgment rendered in case n^o 4317 in this Court wherein Robert Sellers & Co. are plaintiffs and Seth Gates was defendant for the sum of one hundred and fifty-eight dollars and thirty-five cents (\$158. $\frac{3}{4}$ $\frac{35}{100}$) and costs of suit taxed to \$12. $\frac{3}{4}$ and was submitted

to the court. Whereupon the court find that said judgment is wholly unsatisfied that said judgment was rendered on the first day of October 1883 for said sum, that said defendant Seth Gates has died since the rendition of said judgment, and that said Rosa B. Gates the defendant in this action is the duly appointed and qualified Administratrix of the estate of said Seth Gates deceased and has voluntarily entered her appearance in this case and no cause being shown to the contrary.

It is by the court ordered that said Rosa B. Gates be made a party defendant to the judgment aforesaid which the court find to amount on this day including interest and costs to the sum of \$281.⁷⁵ That said judgment be revived and execution is awarded against said Rosa B. Gates as said Administratrix for said sum.

It is further by the court ordered that said Administratrix pay the costs of this action taxed to \$---.
Approved: John A. Price, Judge.

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 9th day of April 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 May A.D. 1894, Reuben W. Weiss filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William H. Denox, to wit:
Reuben W. Weiss, Plaintiff

vs.
William H. Denox, Defendant | Court of Common Pleas,
Union County, Ohio.

The plaintiff says that on or about the 1st day of October A.D. 1879, Fiedthimer, Frenkel & Company, a partnership by the consideration of said Court recovered a judgment against plaintiff as surety and the defendant William H. Denox as principal for the sum of five hundred and forty ⁶⁰/₁₀₀ dollars, bearing interest at the rate of six per cent. and that plaintiff was certified as surety in said judgment.

Plaintiff further says that, he as surety as aforesaid, paid the full amount of said judgment to said judgment creditors, and was subrogated to all the rights of said judgment creditors.

He further says that no part of said judgment

Petition

6731

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has been paid to him by defendant, or by any other person for him; that no execution has been issued on said judgment, since the rendition of the same, and the same has become dormant.

Wherefore plaintiff prays that said judgment may be revived against the said William H. Denov in plaintiff's name and for his benefit; and for all relief proper and right in the premises.

F. M. Marriott,

E. M. Wickham, Attys. for Plff.

State of Ohio,
Delaware County, ss.

Reuben H. Weiss being duly sworn according to law, says that the allegations contained and set forth in the foregoing petition are true as he verily believes.

Reuben H. Weiss

Sworn to before me and subscribed in my presence this 10th day of May 1894.
(Seal) R. S. Cook, Notary Public.

Receipt To the Clerk:

Issue Summons in this action, directed to the Sheriff of Union County, returnable according to law, indorsed "Civil Action for the revival of judgment and for equitable relief: amount of judgment five hundred and forty $74 \frac{6}{100}$ dollars with interest thereon at six per cent. from the 8th day of October A.D. 1879."

F. M. Marriott

E. M. Wickham, Attys. for Plaintiff

Summons

Afterward, on the 11th day of May A.D. 1894, a Summons was issued by the Clerk of said Court, to wit:

6731

The State of Ohio,
Union County To the Sheriff of Union County:

You are hereby commanded to notify William H. Denov that he has been sued by Reuben H. Weiss in the Court of Common Pleas of Union County, and must answer by the 9th day of June A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 21st day of May A.D. 1894.

Witness my hand and the Seal of said Court,

This 11th day of May A.D. 1894.

(Seal)

R. M. Leroy, Clerk.

Endorsed: "In action for revival of judgment and for equitable relief. Amount of Judgment \$540.00 with interest thereon at six per cent. from October 8th, 1879."

And on the 18th day of May A.D. 1894, 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	25
Mileage	262
Copy	15
Total	\$302

The State of Ohio,
Union County

Sheriff's Return.

Received this writ May 11th A.D. 1894, at 2 o'clock P.M. and served same by delivering a true copy of this writ with the indorsements thereon to the within named William H. Denov personally on the 15th day of May 1894.
W. G. Snodgrass, Sheriff.

Afterward, on the 2nd day of July A.D. 1894, an Entry was made on the Journal by the Clerk of Court.

Entry
6731.

Reuben N. Weiss
vs.
William H. Denov

Journal 17, Page 41.

This cause now coming on for hearing on the petition for a review of the judgment formerly rendered in case numbered 3417 in this Court wherein Feckheimer Penke & Co. were plaintiffs and H. H. Pingle et al. were defendants, and wherein the said Reuben N. Weiss was certified as surety for the said William H. Denov; and the said defendant William H. Denov having been duly served with summons herein, and no cause being shown why the said judgment should not be reviewed, and the said defendant William H. Denov, being in default for answer and demurrer, the petition of plaintiff filed herein is thereby confessed by him to be true.

It is therefore considered by the Court that the said judgment, to wit, rendered in case No. 3417 in this Court at the September Term 1879 for \$530.⁰⁰ debt and \$10.⁰⁰ costs do stand revived in favor of this plaintiff and against this defendant the said William H. Denov.

And the plaintiff herein is hereby subrogated to all the rights of the original judgment creditors.

It is further considered that the plaintiff recover from the defendant his costs herein expended, for all of which execution is awarded.

Petition
6649

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Cases 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 9th day of April, in the year of our Lord one thousand eight hundred & ninety four.

Be it remembered that, heretofore, to-wit, on the 5th day of January A.D. 1894, The Third National Bank of Cincinnati, Ohio, filed in the Clerk's Office of the said Court of Common Pleas the following Petition against W. G. Vaughan, to-wit:

The Third National Bank of Cincinnati, Ohio, Plaintiff vs. Court of Common Pleas Union County, Ohio.

W. G. Vaughan, Defendant

Petition

6649

The plaintiff, The Third National Bank of Cincinnati Ohio, a corporation, duly incorporated under the laws of the United States, says the defendant W. G. Vaughan is indebted to it in the sum of \$131.²⁵ upon a certain promissory note, of which the following is a copy with the endorsements thereon.

\$ 70.⁰⁰ Richmond, Ohio, October 1st, 1878
Six months after date we or either of us promise to pay to J. T. Warren ^{2/4} cts., or order Seventy dollars.
Value received. W. G. Vaughan
Frank Mealy.

Said note has the following endorsements: "Pay to The Third National Bank of Cin. O. J. T. Warren ^{2/4} cts."

Plaintiff says said note was duly assigned to it by said J. T. Warren ^{2/4} cts., for value and that said Third National Bank is now the legal holder thereof and entitled to the proceeds of the same.

Wherefore plaintiff prays judgment against the defendant W. G. Vaughan for the said sum of \$131.²⁵ with interest thereon from this date.

P. R. Kerr, Attorney for Plaintiff.

State of Ohio, Allen County, ss.:

Before me a Notary Public in said County came P. R. Kerr who being duly sworn says he is the Attorney for Plaintiff in this action and that the note on which this action is founded is in hands for collection, and that he believes the allegations in the foregoing petition are true.

Sworn to before me and subscribed in my presence by said P. R. Kerr this 3rd day of January 1894.
Theo. D. Robb.
Notary Public.

Afterward, on the 5th day of January A.D. 1894, 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:

6.6.49

You are hereby commanded to notify N. G. Vaughan that he has been sued by The Third National Bank of Cincinnati Ohio, in the Court of Common Pleas of Union County, and must answer by the 3rd day of February A. D. 1894, 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 January A. D. 1894.

Witness my hand and the Seal of said Court, this
(Seal) 5th day of January, A. D. 1894.
A. M. Leroy, Clerk.

Endorsed: "In action for money. Amount claimed \$131.²⁵ with interest from January 3rd, 1894

Sheriff's Return

And on the 12th 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:

6.6.49

Ser. Return	25
Mileage	256
Copy	15
Total	\$296

The State of Ohio.

Union County

Sheriff's Return

Received this writ January 5th, A. D. 1894, at 2 o'clock P. M. and served same by handing a true copy of this writ with the endorsements thereon to the within named defendant personally on the 12th day of January 1894.
W. G. Smodgrass, Sheriff.

Afterward on the 20th day of March A. D. 1894, an Entry was made on the Journal by the Clerk of said Court. The Third National Bank Cincinnati, Ohio.

Entry

6.6.49

N. G. Vaughan

This day this came up on motion of defendant for leave to file answer and thereupon the Court granted leave to defendant to file answer in twenty days and this case continued.

Afterward, on the 7th day of April A. D. 1894, an Answer was filed with the Clerk of said Court The Third National Bank of Cincinnati, Ohio. Plaintiff

N. G. Vaughan, Defendant

The defendant in answer to the petition of the plaintiff alleges that after the making, signing, and delivering of the promissory note set forth in plaintiff's petition, the plaintiff without the consent or knowledge of the defendant wilfully altered the same in a material part, as follows: Said note when delivered by the defendant

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to the plaintiff was a joint note and was in the words and figures following:

\$ 70.00 Richmond, O. Oct. 1st 1878.

Six months after date we promise to pay to J. P. Warren & Co. or order Seventy dollars. Value received.

N. G. Vaughan Frank Mealey.

That the note set forth in plaintiff's petition is a joint and several note. The defendant denies that the note set forth in plaintiff's petition is the note of the defendant.

James C. Robinson.

Attorney for Defendant.

State of Ohio,
Union County, ss.

N. G. Vaughan being first duly sworn deposes and says that the facts stated and the allegations made in the foregoing answer are true as he verily believes.

N. G. Vaughan.

Sworn to before me and acknowledged in my presence this -- day of April 1894.

(Seal) J. M. Sanders, Notary Public.

Demurrer

Afterward, on the 26th day of April A.D. 1894, a Demurrer was filed with the Clerk of said Court, to wit: Third National Bank

vs.

Court of Common Pleas,
Union County, Ohio.

N. G. Vaughan

And now comes the plaintiff and demurs to the answer of the defendant filed herein, and for cause for said demurrer says the said answer does not state facts sufficient to constitute a defense to the plaintiff's cause of action.

P. O. Kerr,

Attorney for Plaintiff.

Afterward, on the 26th day of April, 1894, an Entry was made on the Journal by the Clerk of said Court. The Third National Bank of Cincinnati, Ohio.

vs.

Journal 17, Page 22.

N. G. Vaughan

This day the parties and this -- came on to be heard upon the Demurrer of plaintiff to defendant's answer and thereupon the Court being fully advised in the premises found for the defendant and overrule said demurrer to which finding of the Court plaintiff took exceptions and gave notice of appeal and leave was granted plaintiff to the 1st of July 1894 to reply to said answer and this cause was continued.

Afterward, on the 2nd day of July A.D. 1894, an Entry was made on the Journal by the Clerk of said Court, to wit:

The Third National Bank of Cincinnati, Ohio.

Entry

Journal 17, Page 43.

vs.
N. G. Vaughan

6649.

This day this cause came on for hearing on the demurrer of plaintiff to defendant's answer, and was argued by counsel, on consideration whereof the Court overruled said demurrer. And the plaintiff not desiring to further plead this cause is dismissed by the Court without prejudice to a new action at plaintiff's costs, to all of which plaintiff excepts. Judgment against plaintiff for costs.

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 7th day of April in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to-wit, on the 7th day of April A.D. 1894, Levi H. Holt filed in the Clerk's Office of the said Court of Common Pleas the following Petition against William J. Holt et al. to-wit:
Levi H. Holt, Plaintiff

Petition

6706.

vs.
William J. Holt, Margaret S. Holt,
Cassius C. Holt, George H. Holt,
Daniel C. Holt, ^{3/4} Othe M. Holt,
minors, ^{3/4} Edward C. Cole, Guardian
of said minors. Defendant

In Union
Common Pleas

In Partition.

Plaintiff is a son of George N. Holt late of said Union County, Ohio, deceased. And he and the said minor defendants are the only children and heirs at law and devisees of said decedent. And as such he, at law and devisee, plaintiff has a legal and equitable right by election to and is seized in fee simple of the undivided one-seventh part of the following described real estate, situated in said County of Union:

1st Tract: In Virginia Military Survey n^o. 5646.

Beginning at a stake at the intersection of the westerly line of the N. Y. O. & R. Road with the north line of said Survey; thence with said line N. 81° - 30' - W. 152

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poles to a stone N. E. corner to J. A. M. Snyders land: thence with the east line of said land S. 5° 26' N. 177 poles to a stone a corner to said land in the center of the Snyder gravel road: thence with the center of said road S. 81° 30' E. 32 poles to a stake in the westerly line of said N. Y. P. & O. R. Road: thence with said line N. 42° 45' E. 115 poles to the beginning containing 102.2 acres more or less. 2^d Tract: Ind Survey N^o 5646, commencing at a stone in the center of the Kemney gravel road $\frac{3}{4}$ 4⁷⁰⁰ S. 9¹/₂ - N. from the angle in said road near Levi Wells and at the intersection of a mud road: thence N. 80¹/₂ - N. 108 poles to a stake: thence S. 9¹/₂ N. 87¹/₁₀ poles to a stake: thence S. 80¹/₂ E. 158 poles to the center of the said gravel road: thence N. 9¹/₂ - E. 87¹/₂ poles to the place of beginning containing 59 acres, being lot N^o 7 of the division of the Joseph T. Styers estate.

The defendant Grace A. Starkey is the widow of said decedent and has had said second described tract duly set off and assigned to her for her dower as such widow.

The defendants William J. Holt, Margaret A. Holt, Cassius C. Holt, Olie M. Holt, George H. Holt, Daniel C. Holt all tenants in common with plaintiff in said premises subject to said dower in the following proportions: one-seventh thereof belongs to each of said minor defendants. Said Edward B. Cole has been duly appointed guardian of said minors by the Probate Court of Union County, Ohio, and is their guardian under said appointment.

Said George H. Holt died seized in fee simple of all said above described real estate. All of said parties desire to retain said lands and not have them sold under the Will of said George H. Holt and have the same partitioned among them.

Plaintiff desires to hold his part thereof in severalty. Said George H. Holt left a sufficient amount of personal estate and property to pay all of his debts and funeral expenses, excepting the allowance to the widow for her years support. And all of the debts of the estate have been paid with the said exception.

And the said estate has been finally settled by the widow consenting to look to the land and the heirs for the balance due her on her said allowance.

Plaintiff therefore prays for partition of said lands and that he have his share thereof set off to him in severalty.

J. B. Cole, Plaintiff's Attorney.

State of Ohio,
Union County, ss:

Levi H. Holt, being sworn says that the facts

stated and allegations in his foregoing pleading are true.

Sworn to and subscribed before me this --- day of
1894. J. A. Thompson.

April 11, 1894, I hereby waive the issuing and service of Summons and enter my appearance as Guardian of the within named minor defendants.

Edward C. Cole.

Answer Levi H. Holt, Plaintiff

vs.

Union Common Pleas.

Cross Petition William J. Holt, et al. Defendants.

6706.

Now come the said minor defendants by their Guardian Edward C. Cole and said Guardian. And for their answer herein and by way of cross-petition say that they admit the allegations of the plaintiff's petition to be true and say that the plaintiff and said minors are the only children and heirs at law and devisees of George W. Holt, deceased who died seized of the lands in the petition described in fee simple. And as such heirs and devisees they are seized in fee simple of said lands subject as to the second described tract to the widows dower estate, and subject to the widows lien for amount due her from the estate of said decedent on her years allowance.

They further say that said George W. Holt by his last Will & Testament devised said 1st described tract to them to be sold and divided at the majority of said Levi H. Holt. But they say, that owing to the low price of land and the provision made for them in the Will of their grand-father, since the death of said George W. Holt and other changes in the circumstances surrounding the said matters it has become undesirable and unnecessary to sell said lands and they have elected to retain the same, and now have a legal right to and are seized of all said lands in fee simple under the law said devisees and their said election. That all the debts of decedent are paid as provided for to the satisfaction of his creditors, and that they desire to hold their shares of said lands in severally and ask that the same may be partitioned among them as prayed in the petition of plaintiff, viz: one-seventh part thereof to each of said minors, and to the plaintiff one-seventh thereof and they ask for all such other and further relief as may be proper.

State of Ohio,
Franklin County, ss: ||

James B. Cole,
Attorney for the Defendants.

Edward C. Cole defendant, being sworn says that the facts stated and allegations in the foregoing pleading are as he believes true.

Edward C. Cole.

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(Seal)

Entry
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Sworn to and subscribed before me this 23^d day of April
1894.
(Seal) John H. Chapin, Notary Public,
Franklin County, Ohio.

Afterward, on the 2^d day of July A.D. 1894, an entry
was made on the Journal by the Clerk of said Court.
Levi H. Holt, Plaintiff

vs.
William J. Holt et al. Defendants

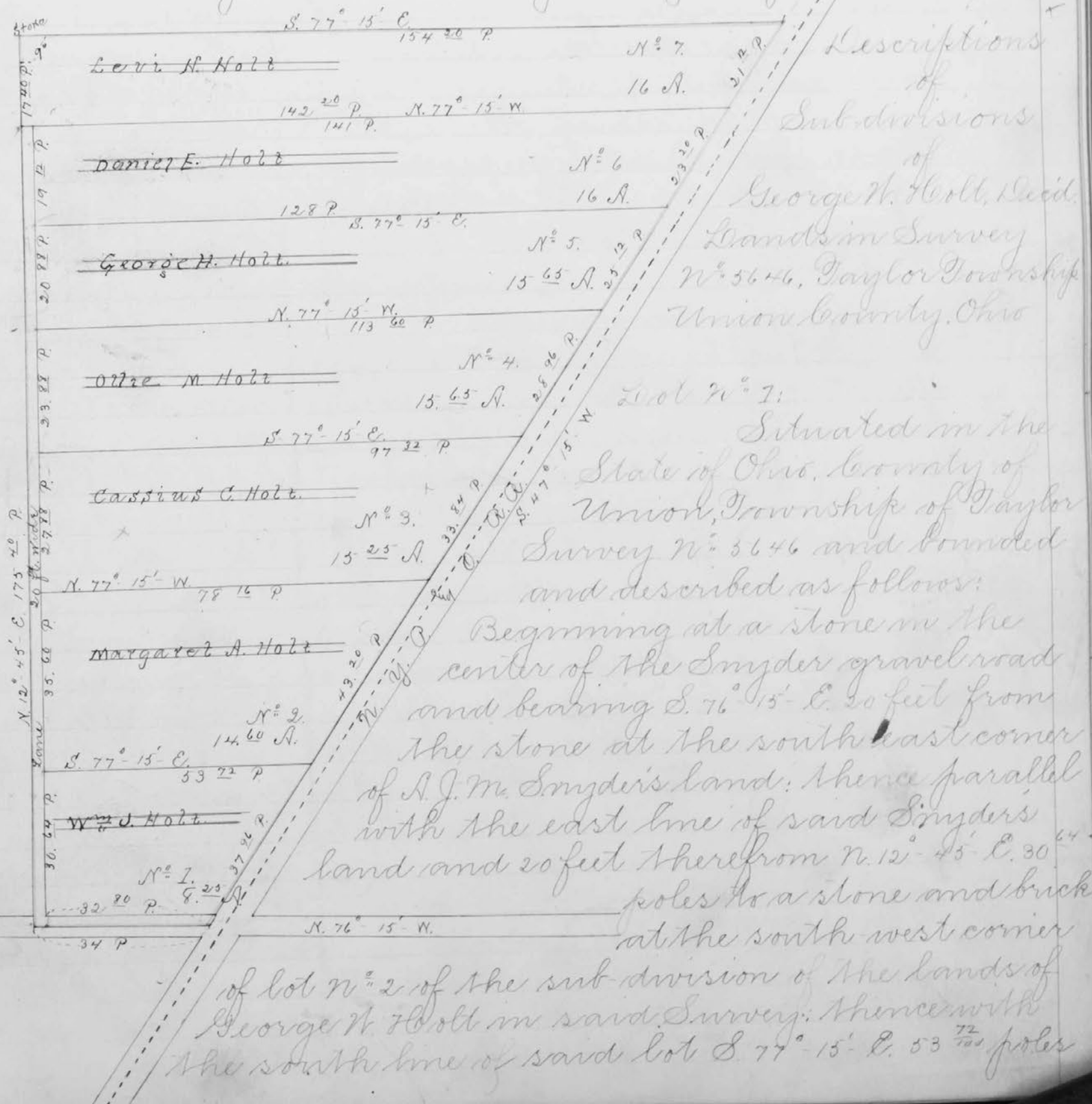
Journal 17, Page 43.

This day came the said defendants William J. Holt
Margaret A. Holt, Cassius C. Holt, George H. Holt, Daniel
E. Holt and Olive M. Holt, minors, by their Guardian
Edward C. Cole and their Attorney, James B. Cole, and
consent to a partition of said real estate agreeably to the
prayer and facts set forth in the petition, which partition
when made shall be recorded here.

Levi H. Holt
vs.
William J. Holt et al.

Union Common Pleas,
In Partition. N^o 6706.

Written Partition made by the parties in the above
cause in pursuance of the entry of their consent thereto
made therein, agreed to and signed by all parties thereto.



to a stone and brick in the west line of the N. Y. P. & O. R. R. Company's right of way: thence with said west line S. 47° 15' N. 37° 00' poles to the center of said gravel road: thence with the center of said road N. 76° 15' N. 32° 00' poles to the place of beginning containing 8²⁵/₁₀₀ acres more or less.

Lot N^o 2:

Situated in the State of Ohio, County of Union Township of Taylor and Survey N^o 5646 and bounded and described as follows: Beginning at a stone and brick at the south-west corner of lot N^o 3 of the subdivision of the George N. Holt's lands in said Survey and in the east margin of a lane: thence with the south line of said lot N. 77° 15' E. 78¹⁶/₁₀₀ poles to a stone in the west line of the N. Y. P. & O. R. R. Company's right of way: thence with said west line S. 47° 15' N. 43²⁰/₁₀₀ poles to a stone and brick at the north-east corner of Lot N^o 1: thence with the north line of Lot N^o 1 N. 77° 15' N. 53⁷²/₁₀₀ poles to a stone and brick in the east margin of said lane: thence with said margin N. 12° 45' E. 35⁶⁰/₁₀₀ poles to the place of beginning containing 14⁶⁰/₁₀₀ acres more or less.

Lot N^o 3:

Situate in the State of Ohio, County of Union Township of Taylor and Survey N^o 5646 and bounded and described as follows: Beginning at a stone and brick at the south-west corner of Lot N^o 4 of the subdivision of the George N. Holt land in said Survey and on the east margin of a lane: thence with the south line of said lot S. 77° 15' E. 97³²/₁₀₀ poles to a stone and brick in the west line of the N. Y. P. & O. R. R. Company's right of way: thence with said west line S. 47° 15' N. 33⁸⁴/₁₀₀ poles to a stone and brick at the north-east corner of Lot N^o 2: thence with the north line of said Lot N^o 2 N. 77° 15' N. 78¹⁶/₁₀₀ poles to a stone and brick in the east margin of said lane: thence with the margin of said lane N. 12° 45' E. 27⁵⁵/₁₀₀ poles to the place of beginning containing 15²⁵/₁₀₀ acres more or less.

Lot N^o 4:

Situated in the State of Ohio, County of Union Township of Taylor and Survey N^o 5646 and bounded and described as follows: Beginning at a stone and brick in the east margin of a 20 foot lane and at the south-west corner of Lot N^o 5 of the subdivision of the George N. Holt land in said Survey: thence with the south line of said lot S. 77° 15' E. 113⁶⁰/₁₀₀ poles to a stone and brick in the west margin of the N. Y. P. & O. R. R. Company's right of way: thence with said west line S. 47° 15' N. 28²⁶/₁₀₀ poles to a stone and brick at the north-east corner of Lot N^o 3: thence with the north line of said lot N. 77° 15' N. 97³²/₁₀₀ poles to a stone and brick in the east margin of said lane: thence with said east margin N. 12° 45' E. 23⁵⁵/₁₀₀ poles to

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Lot N^o 5:

Situated in the State of Ohio, County of Union Township of Taylor, Survey N^o 56.46 and bounded and described as follows: Beginning at a stone and brick at the south-west corner of Lot N^o 6 of the subdivision of George H. Holt's land in said Survey; thence with the south line of said Lot N^o 6 S. 77°-15' E. 128 poles to a stone and brick in the west margin of the N. Y. O. & C. R. R. Company's right of way; thence with said west margin S. 47°-15' N. 25⁷ poles to a stone and brick at the north east corner of Lot N^o 4; thence with the north line of said Lot N^o 4 N. 77°-15' N. 113⁰⁰ poles to a stone and brick in the east margin of a 20 foot lane; thence with said lane N. 12°-45' E. 20.⁵⁸ poles to the beginning, containing 15.⁶⁵ acres more or less.

Lot N^o 6:

Situated in the State of Ohio, County of Union Township of Taylor, Survey N^o 56.46 and bounded and described as follows: Beginning at a stone and brick at the north-east corner of a 20 foot lane and in the south line of Lot N^o 7 of the subdivision of George H. Holt's land in said Survey; thence with the south line of said Lot N^o 7 S. 77°-15' E. 141 poles to a stone and brick in the west margin of the N. Y. O. & C. R. R. Company's right of way; thence with said west margin S. 47°-15' N. 23²⁰ poles to a stone and brick at the north-east corner of Lot N^o 5; thence with the north line of said lot N. 77°-15' N. 128 poles to a stone and brick in the east margin of said lane; thence with said lane N. 12°-45' E. 19.¹² poles to the place of beginning, containing 16 acres more or less.

Lot N^o 7:

Situated in the State of Ohio, County of Union, Township of Taylor, Survey N^o 56.46 and bounded and described as follows: Beginning at a stone at the north-east corner of J. A. M. Snyder's land and in the north line of Survey N^o 56.46; thence with said Survey line S. 77°-15' E. 134⁰⁰ poles to a stone and brick in the west line of the N. Y. O. & C. R. R. Company's right of way; thence with said line S. 47°-15' N. 21¹² poles to a stone and brick at the north-east corner of lot N^o 6; thence with the north line of said lot N. 77°-15' N. 142²⁰ poles to a stone and brick in the east line of said Snyder's land; thence with the east line of said Snyder's land N. 12°-45' E. 17⁰⁰ poles to the beginning containing 16 acres more or less.

We the undersigned heirs and devisees of George H. Holt deceased hereby agree to and sign the foregoing partition.
Levi H. Holt,
Edward C. Cole, Guardian.

Afterward, on the 2nd day of July, A. D. 1894, an Entry was made on the Journal by the Clerk of said Court.

Levi H. Holt

Journal 17, Page 43.

Entry

6706

vs. William J. Holt et al.

This day came all the parties to this action by their Attorney and produced the written partition by them made in pursuance of the entry of their consent thereto heretofore made in this cause, and all said parties having agreed to and signed the same it is ordered by the Court that the same be recorded with the Plat accompanying the same, and that such record shall be valid and binding between the parties thereto.

Ordered that the costs taxed to \$ - be paid by the said parties in the following proportion, to wit: 1/7 part thereof by each of said parties, including an Attorney fee of \$ 73.⁰⁰ to J. B. Cole,

Approved: John A. Price, Judge.

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 6th day of June A. D. 1893, John L. Porter et al. filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Daniel Miller et al.

John L. Porter, ^{and}
Frankie S. Sharp, Plaintiff

vs.
Daniel Miller, ^{and} Mary Miller
his wife, Eleanor C. Bowen,
George S. Sharp, ^{and}
William P. Held, Defendants.

Court of Common Pleas,

Union County, Ohio.

Petition

6550

II. For first cause of action, plaintiffs say that the same is founded upon a written instrument for the unconditional payment of money only, of which the following is a copy with the credits, and endorsements thereon, to wit:

" \$225." On or before one year after the decease of Eleanor Porter I promise to pay Jane P. Held, Rosanna Sharp, John B. Porter and Eleanor C. Bowen or bearer two hundred and twenty-five dollars for value received, with interest from date, until paid at eight per cent. The interest to be

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" \$25." has been paid on the principal of this note (to mother). Int. paid to March 1st, 1888. " January 29th, 1891, paid on within \$20." January 16th, paid on within \$20.

The plaintiffs further say that the said Jane O. Weld died intestate about the year 1875 leaving the said William O. Weld her son and only child and heir at law.

That the said Rosanna Sharp died intestate about the year 1877 leaving the plaintiff Fannie S. Sharp, and the defendant George G. Sharp her children and only children and heirs at law. No administrator was appointed for either said Jane or said Rosanna. And neither left any debts to pay, but what were long since fully paid.

That the said John L. Porter purchased all the interest of the said Eleanor C. Bowen in said note, and also the note described in the 2nd cause of action herein, and he is now the owner of said interest as well as his own.

That the plaintiff Fannie S. Sharp purchased all the interest of her brother the said George G. Sharp in said note, and also in the note described in the 2nd cause of action herein, and she is now the sole owner of said interest as well as her own.

The lands hereinafter described descended to the said payees named in said note herein above described, and also in the note described in the 2nd cause of action herein as heirs at law and the only heirs at law of William Porter deceased, who died intestate in March 1868 and the said Jane O. Weld before her death having received more than her share of said estate of said William Porter deceased, plaintiffs aver that the said William O. Weld has no interest in the note described in this cause of action nor in the note described in said 2nd cause of action.

The said Eleanor Porter named in said notes died on the 13th day of June 1886, so that said notes are long since over due.

The plaintiffs say that they are the legal owners and holder of the notes described in the 1st and in the 2nd causes of action herein.

That both of the notes herein sued upon were given for the purchase money on the real estate hereinafter described, so that the said Mary Miller has no dower or other interest in said land as against said purchase money.

There is now due plaintiffs on the above described note the sum of two hundred dollars with eight per cent. interest from March 1st, 1888 from the defendant Daniel Miller, interest payable quarterly, subject to said past payments of interest made on January 29th, 1891 \$20. and on January 16th, 1892, of \$7.⁵⁰

III. For second cause of action plaintiffs say that this

cause of action is founded upon a written instrument for the unconditional payment of money, only of which the following is a copy with all the credits and endorsements thereon, to wit.

"§ 225." On or before two years after the decease of Eleanor Porter, I promise to pay James P. Weld, Rosanna Sharp, John S. Porter and Eleanor C. Bowen, or bearer, two hundred and twenty-five dollars for value received with interest from date and until paid at eight per cent, the interest to be paid quarterly and said Eleanor Porter during her life-time. February 25th, 1884. Signed (D. Miller.

"§ 26." Has been paid on the principal of this note. Paid to mother. Interest paid to March 1st, 1888. 1892 January 16th pd. on within § 27. ⁵⁰

The plaintiffs here adopt as a part of this cause of action, all the statements of fact made in the first cause of action herein, applicable to this cause of --- as fully as if those facts were given here repeated.

Plaintiffs therefore say that they are the sole legal owners, and holders of the note described in this cause of action, and have full right to recover on the same, as well as upon the note described in the first cause of action as aforesaid.

There is therefore due plaintiffs from said defendant Daniel Miller on the last described note herein, the sum of two hundred dollars with interest at eight per cent, payable quarterly from March 1st 1888, subject to a payment on the interest made January 16th, 1892 of \$27. ⁵⁰

III For a third cause of action plaintiffs say that the defendant Daniel Miller on said 25th day of February 1884, in order to secure the payment of both said notes executed and delivered to said payees named in said notes his mortgage deed on the premises sold to him by them and thereby conveyed said payees the following real estate situate in the County of Union and State of Ohio, and in Paris Township being part of Survey N^o. 4069 and bounded and described as follows:--

Beginning at a stake in the center of the State road leading from Marysville to Milford Center in the original north-west line of said Survey; thence S. 77°-35'-N. 117 poles to two elms and a maple; thence South 50°-E. 72 poles to a stake in the center of said road; thence with said road N. 39°-E. 90 poles to the beginning containing in all twenty acres more or less.

Excepting from the above amount and description one ²/₄ ³/₄ acres, conveyed by John Cratty as Executor of William Cratty, deceased, to the Springfield, Mt. Vernon & Pittsburg Railroad Company by deed of date June 7th, 1852, and recorded in Vol. N^o. 5, Pages 300 ²/₄ 301 of the Union County Record of Deeds to which reference is made. Also excepting from the above described twenty acres of land the amount of six acres more or less conveyed by William Porter to Thomas Brown

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by deed dated March 19th 1859 and recorded in Vol. 31, Pages 330
351 of said records. The part hereby conveyed is
twelve $\frac{1}{4}$ $\frac{1}{3}$ acres more or less.

The conditions contained in said mortgage was in
substance that if the said Daniel Miller his heirs and
assigns should pay the said notes according to the tenor
and effect of the same when they respectively become due,
then said mortgage should be void, otherwise to be and
remain in full force and virtue.

On the 26th day of February 1884 at 11 o'clock A. M.
said mortgage was delivered to the Recorder of this County
to be by him recorded, and was recorded on the 27th day of
February 1884 in Union County Record of Mortgages.

The mortgage has become absolute. There is now
due and remaining unpaid upon said indebtedness the
sum of four hundred dollars with interest at 8 per cent. upon
the same from March 1st 1888 payable quarterly, subject to
said sum of \$27.⁵⁰ on the interest on each note so paid
as above set forth.

Plaintiffs ask judgment against said Daniel Miller
for said sum with the said interest, and that said
mortgage may be foreclosed; the said premises ordered
to be sold; and the proceeds applied to the payment of
said debt, and plaintiffs ask all other and further relief
to which they may be entitled under the facts above stated.
Porter & Porter,

Attorneys for Plaintiff.

John L. Porter one of the plaintiffs herein makes oath
that the facts stated in the foregoing petition are true as
he believes.
John L. Porter.

Sworn to by John L. Porter before me, and signed by him
in my presence this 6th day of June 1893.
C. M. Leroy, Clerk of Court.

To Clerk:
Issue a Summons directed to the Sheriff for Daniel
Miller & his wife Mary Miller returnable according to law
and endorse: Amount claimed \$400.00 with interest at 8 per cent.
payable quarterly from March 1st 1888 less \$53.00 of interest paid
and foreclosure of mortgage.
June 6th 1893. Porter & Porter

Attorneys for Plaintiff.

I hereby waive the issuing and service of Summons and
process upon me in the above entitled case, and I enter my
appearance in this action as a party defendant and con-
-sent to the relief prayed for by plaintiffs and I waive all
questions as to time.

June 29th 1893. Eleanor C. Brown.

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Waiver

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We hereby waive the issuing and service of Summons and process against us, and we enter our appearance as defendants in the within entitled and mentioned action and waive all questions as to time and consent that plaintiffs have the order and judgment prayed for by them.

August 9th, 1893.

Geo. L. Sharp
William O. Wald

Afterward on the 16th day of June A. D. 1893, a Summons was issued by the Clerk of said Court, to wit:

Summons

6550

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Daniel Miller^{2nd} & Mary Miller, his wife, that they have been sued by John L. Porter & Fannie Sharp in the Court of Common Pleas of Union County, and must answer by the 8th 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 19th day of June A. D. 1893.

Witness my hand and the Seal of said Court, this 6th day of June A. D. 1893.

R. M. Leroy, Clerk.

Sheriff's Return

And on the 9th 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:

Ser. Return	25
Mileage	16
Copy	30
Total	\$ 71

The State of Ohio,
Union County

Sheriff's Return.

Received this writ June 6th, A. D. 1893, at 1 o'clock P. M. and served same on the 9th day of June 1893 by delivering a certified copy of this writ to the within named defendants with the indorsements thereon personally.

Wm. G. Snodgrass, Sheriff.

Entry

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Afterward, on the 1st day of March A. D. 1894, an Entry was made on the Journal by the Clerk of said Court,

John L. Porter et al
vs.
Daniel Miller et al.

Journal 16, Page 532.

This day this cause come on to be heard upon the petition of plaintiff and the evidence adduced upon the hearing by the plaintiffs the defendants all being in default for answer, demurrer or motion. And the Court being fully advised in the premises do find the allegations of plaintiff's petition to be true; and the Court further find that since the commencement of this action, to wit: on June 29th, 1893 the defendant Daniel Miller paid as part of the interest due on the said notes the sum of \$26.⁵⁰ on each note, and that there is still due the plaintiffs from said Daniel Miller on said notes the sum of four hundred and eighty-five ²⁵/₁₀₀ dollars (\$485.²⁵) with interest at 8 per cent. from March 1st, 1894, and that plaintiff ought to have judgment on the same.

It is therefore considered that the plaintiffs recover of said Daniel Miller said sum of \$485.⁰⁰ with 8 per cent. interest from the 1st day of March 1894, and also their costs herein expended taxed to \$---

The Court upon evidence further find and adjudge that the defendant William O. Weld has no interest or claim in the notes and mortgage herein sued upon, and that the allegations of the petition in regard thereto are true.

And the Court further find upon the evidence that the said Eleanor C. Bowen had heretofore sold her interest and claim in and to said notes and mortgages to the said plaintiff John L. Porter, and that he is the lawful owner and holder of the same, and that the said George G. Sharp had heretofore sold his interest and claim in and to said notes and mortgage to the plaintiff Fannie S. Sharp, and that she is the lawful owner and holder of said interest and claim.

And the Court find that the defendants Eleanor C. Bowen, William O. Weld, and George G. Sharp together with the plaintiffs are the heirs, and only heirs at law of William Porter, deceased, and that the plaintiffs are the rightful and legal owners of said notes and mortgages as alleged by plaintiffs in their petition.

And it is further ordered and adjudged that in case the said Daniel Miller fails for five days from the date of this entry to pay to plaintiffs said sum of \$485.⁰⁰ with 8 per cent. from March 1st 1894 with costs of suit, an order issue to the Sheriff of this County commanding him to cause the lands and tenements in said petition described to be appraised, advertised and sold according to law, and apply the proceeds of said sale in satisfaction of the said sum so found due plaintiffs with the interest thereon and costs of suit. And that the residue of the purchase money, if any, be brought into Court subject to its future order.

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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 April, to wit, on the 7th day of April in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that, heretofore, to wit, on the 28th day of October A. D. 1893, P. E. Barnes filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Jason S. Chapman, to wit:

P. E. Barnes, Plaintiff

Petition

6.6.17

Jason S. Chapman Defendant

Court of Common Pleas,
Union County, Ohio.

The plaintiff says that the defendant Jason S. Chapman executed to the plaintiff P. E. Barnes his promissory note for (\$ 170.⁶³) one hundred and seventy dollars ²⁴/₁₀₀ sixty five cents, on the 14th day of February 1885, said note being in words and figures following, to wit:

" \$ 170.⁶³ Feb. 14th 1885. On the first day of Aug. 1886 I promise to pay to P. E. Barnes or order the sum of one hundred and seventy ²⁴/₁₀₀ dollars with 8 per cent. interest from date. Value received Jason S. Chapman.

That on same day the said Jason S. Chapman and his wife executed to said P. E. Barnes to secure the payment of said note a mortgage deed upon the following described real estate, to wit: the undivided ²/₅ part of the premises described as follows: Part of Survey N^o 14637 in Washington Township, Union County, Ohio. Beginning at a white ash at N. N. corner of said Survey; thence S. 10^o - N. 86^o poles to a stake; thence S. 79^o - N. 184 poles to two small black ashes; thence N. 10^o - N. 86^o poles to a stake; thence N. 79^o - N. 184 poles to place of beginning containing 100 acres.

That said mortgage was duly recorded in Record of mortgages in said County February 20th 1885. That on the 15th day of November 1886, the plaintiff P. E. Barnes by leave of Court was made a party defendant in an action in partition then pending in said Court wherein Julia S. Chapman was plaintiff and Sarah Whitley et al. were defendants and as such defendant on said day filed in said case his answer and cross-petition in which he set out his said note and mortgage and such proceedings were had in said action whereby the Court found that the said Jason S. Chapman was seized of said ²/₅ part of said above described real estate and in the partition proceedings the undivided ¹/₃ part of the 33.⁶⁷ acres tract set off in said partition proceedings to William Whitley and said Jason S. Chapman, and also the ¹/₃ part of the 26.⁷⁹ acre tract set off as the dower of said Sarah Whitley in said partition proceedings, and that said mortgage to the said P. E. Barnes be transferred to and

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be a lien upon said $\frac{1}{2}$ part of the 33.⁶³ acres and the $\frac{1}{2}$ part of the 26.²³ acres, the last to be subject to said dower estate of Sarah Whitley. And plaintiff says that such further proceedings were had in said action by which said 33.⁶³ acre tract was sold by the Sheriff on order of sale issued in said case, and that out of the proceeds of said sale and the rents and profits of said premises, to wit: the 33.⁶³ acres, the Sheriff by order of the Court was ordered to pay to said P. E. Barnes on his said promissory note of \$170.⁰⁰ as set up in his said answer and cross-petition, and did pay to said Barnes on said claim the sum of \$100.⁰⁰ October 1887 and that there is still due and unpaid upon said note the sum of \$91.⁰⁰ with interest from October 25th, 1887 and 8 per cent. per annum.

Wherefore plaintiff prays judgment against said defendant for the sum of \$127.⁴⁰ and that said mortgage may be foreclosed upon $\frac{1}{2}$ part of said 26.²³ acres tract of land above described and that in default of the payment of the judgment so to be rendered that said undivided $\frac{1}{2}$ part of said 26.²³ acre tract be appraised advertised and sold by the Sheriff of said County subject to said dower estate of Sarah Whitley and the proceeds thereof applied to the payment of said judgment and for all further relief the case in equity demands.

P. R. Kerr,
Attorney for Plaintiff.

State of Ohio,
Oct. 28th, 1893.

P. R. Kerr being sworn says he is the Attorney for plaintiff in the foregoing action and that the facts stated in said petition are within his own personal knowledge and that said allegations in the foregoing petition are true as he verily believes.

P. R. Kerr.

Sworn to before me and subscribed in my presence this 28th day of October 1893.

R. M. Brong, Clerk of Court.

Procipe To Clerk:

Issue Summons to Sheriff of Union County, Ohio, for the defendant Jason S. Chapman, endorse "Amount claimed \$127.⁴⁰"
P. R. Kerr, Attorney for Plaintiff.

Afterward, on the 25th day of October 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 Jason S. Chapman that he has been sued by P. E. Barnes in the Court of the Common Pleas of Union County, and must answer by the 25th day of November A. D. 1893, or the petition of the said plaintiff will be taken as true, and judgment rendered

6617

accordingly. You will make due return of this Summons on the 6th day of November A. D. 1893.

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

R. M. Leroy, Clerk.

Endorsed: In action for money. Amount claimed \$127.⁴⁰

Sheriff's Return

And on the 14th day of October A. D. 1893, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Ser. Return	\$ 25
Mileage	320
Copy	10
Total	\$ 360

The State of Ohio
Union County

Sheriff's Return

Received this writ November 1st A. D. 1893, at 2 o'clock P. M. and served same by delivering a true copy of this writ with the indorsements thereon at the usual place of residence of the within named Jason S. Chapman on the 8th day of November 1893.

W^m G. Snodgrass, Sheriff.

Afterward, on the 25th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of said Court.

P. C. Barnes

Entry
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vs. Jason S. Chapman | Journal 17, Page 24.

This day this cause came on to be heard upon the petition of the plaintiff and the defendant having failed to answer or demur or otherwise plead to said petition, and the Court being fully advised in the premises find that the allegations of the said petition are true, and that there is due the plaintiff as he has alleged in his petition as a balance upon said promissory note described in the petition the sum of one hundred and twenty-seven ²/₄ ⁴⁰/₁₀₀ dollars with interest thereon from the 23rd day of October 1893 at 8 per cent per annum.

And the Court further find the said note was secured by mortgage upon the ²/₅ of the land described in the petition, and that by the proceedings in partition mentioned in the petition the said mortgage lien was transferred to the ¹/₃ part of the 83.⁶³ acre tract set off in said proceedings to William Whitley and said Jason S. Chapman, and the ¹/₈ part of the 26.²³ acre tract assigned to the said Sarah Whitley widow as and for her dower in said lands. And that the said mortgage is still a subsisting lien upon the said ¹/₈ part of said 26.²³ acres subject to said dower estate; that the conditions of said mortgage have become broken and the same has become absolute, and this plaintiff is entitled to have the same foreclosed against the defendant Jason S. Chapman.

Wherefore it is ordered and adjudged by the Court that the plaintiff P. C. Barnes recover of the defendant Jason S. Chapman the said sum of \$127.⁴⁰ with 8 per cent. interest thereon from October 23rd. 1893 and his costs therein taxed

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at 8-- and that said judgment bear interest at the rate of 8 per cent. until paid. And further that unless said judgment be paid together with the costs in this action within ten days that an order issue from this Court to Sheriff of said County of Union, that he appraise advertise and sell the said undivided $\frac{1}{2}$ part of said 26⁷³ acres subject to said dower estate, and pay the said judgment, interest and costs out of the proceeds thereof.

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 April, to wit, on the 9th day of April 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 April A.D. 1894, James M. Lance, Administrator filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Martin Turner, to wit:

James M. Lance, Administrator of the estate of Job Scott, Decd.	Plaintiff	Court of Common Pleas Union County, Ohio. Petition in Foreclosure.
vs.		
Martin Turner.	Defendant	

Petition
 6707

Plaintiff says: 1. That Job Scott died on the first day of March 1894 at East Liberty, Ohio, and that he the plaintiff was duly appointed Administrator of said Job Scott's estate by the Probate Court of Logan County, Ohio, on the 7th day of March in said year and is now the legally qualified and acting Administrator of said estate and as such brings this action.

2. On the 26th day of December 1881, the defendant Martin Turner executed and delivered to the said Job Scott his promissory note of that date for the sum of \$660. of which note the following is a copy:

"\$660." Marysville, O., Dec. 26th, 1881.
 "Two years after date I promise to pay to the order of
 "Job Scott, Six hundred $\frac{3}{4}$ sixty dollars at 8% interest from
 "date and payable annually. Value received.
 " Martin Turner.

To secure the payment of said note said defendant on said 26th day of December executed and delivered to the said Job Scott his mortgage deed for the following real

estate, situate in Liberty Township, Union County, Ohio, and in Survey N^o. 4815 and described as follows, to wit:

Beginning at a stake, southerly corner to David Hosacks land and on Job Scott's line; thence with said Scott's line S. 70° N. 32 poles to said Scott's corner in the free pike road leading from Bellefontaine to Columbus and line of William Moore; thence with it to said Moore's corner and J. Outland line at the end of Banks lane; thence with said lane N. 38° N. 71 poles to a beech and stake in said David Hosacks line; thence with said Hosacks line S. 85° E. to the beginning, containing sixteen ³/₄ one-half 16 ¹/₂ acres which said mortgage had a condition thereunder written providing that the said Martin Turner or any one for him shall pay unto the said Job Scott said note of \$660⁰⁰ with 8% interest payable annually then these presents shall be void.

Said mortgage deed was received by the Recorder of said Union County at 12 o'clock December 29th 1881 and duly recorded December 30th 1881 in Vol. 17, at Page 249 Mortgage Records of Union County, Ohio.

Plaintiff further says that no part of said note or interest thereon has been paid and that there are no offsets, credits or counterclaims against the same.

Wherefore said mortgage has become absolute and there is due him upon said note from the defendant the sum of \$1254¹³ with interest from December 26th 1893.

Wherefore plaintiff prays judgment against the defendant for said sum of \$1254¹³ with interest from December 26th 1893, and asks that said mortgage be foreclosed and the proceeds of the sale thereof be applied to the payment of his said judgment and for such other relief as may be just.

W.S. Plum,

Attorney for Plaintiff

State of Ohio,
Logan County, ss:

W.S. Plum being first duly sworn says he is the legally employed and acting Attorney in the above action for plaintiff and has in his possession the note and mortgage upon which said action is founded and that the facts above stated are true.

W.S. Plum.

Sworn to before me this 9th day of April 1894.

(Seal)

P. F. Leslie, Notary Public for Logan County, Ohio.

To Clerk:

Issue Summons in case to Sheriff for defendant, indorsed thereon "Amount claimed \$1254¹³"

W.S. Plum, Attorney for Plaintiff.

Afterward, on the 10th day of April A. D. 1894, a Summons was issued by the Clerk of said court, to wit:

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

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has been sued by James M. Lance Administrator of the estate of Job Scott in the Court of Common Pleas of Union County, and that unless he answer by the 12th day of May A.D. 1894 the petition of said plaintiff against him filed in the Clerk's Office of said Court, such petition will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 23rd day of April A.D. 1894.

Witness my hand and the Seal of said Court, this
(Seal) 10th day of April A.D. 1894.
R. M. Leroy, Clerk.

Endorsed: "In action for Proeclosure. Amount claimed \$1254.¹³ with 8 per cent. interest from December 26th 1893, interest payable annually.

Sheriff's Return

And on the 17th day of April A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Mileage	2.00	The State of Ohio.	Sheriff's Return.
Copy	15	Union County ss.	
Return	25		
Total	\$ 2.40		

Received this writ April 12th A.D. 1894, at 9 o'clock A.M. The defendant Martin Turner does not live in this County.
W^m G. Snodgrass, Sheriff.

Summons

Afterward, on the 24th day of April A.D. 1894, a Summons was issued by the Clerk of said Court, to wit:

The State of Ohio
Union County | To the Sheriff of Clark County:

You are hereby commanded to notify Martin Turner that he has been sued by James M. Lance Administrator of the estate of Job Scott in the Court of Common Pleas of Union County, and must answer by the 26th day of May A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 7th day of May A.D. 1894.

Witness my hand and the Seal of said Court this
(Seal) 24th day of April A.D. 1894.
R. M. Leroy, Clerk.

Endorsed: "In action for Proeclosure. Amount claimed \$1254.¹³ with 8 per cent. interest from December 26th 1893, interest payable annually.

And on the 8th day of May A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Ser. Return	25	The State of Ohio	Sheriff's Return.
Copy	15	Clark County	
Rec. Postage	25		
Total	65		

Received this writ April 24th A.D. 1894, at 8 o'clock A.M. not finding Martin Turner in this County this writ is returned.
T. E. Cott, Sheriff, Clark County, O.

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Afterward, on the 9th day of May A.D. 1894, a Summons was issued by the Clerk of said Court, to wit:

Summons

6707

The State of Ohio | Union County | To the Sheriff of Union County:
You are hereby commanded to notify Martin Turner that he has been sued by James M. Lance Administrator of the estate of Job Scott, deceased, in the Court of Common Pleas of Union County, and must answer by the 9th day of June A.D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly.

You will make due return of this Summons on the 21st day of May A.D. 1894.

Witness my hand and the Seal of said Court, this 9th day of May A.D. 1894.

R. M. Croy, Clerk.

Endorsed: In action for Foreclosure. Amount claimed \$1254.¹³ with 8 per cent. payable annually from December 26th 1893.

Sheriff's Return

And on the 18th day of May A.D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Ser. Return	\$ 25	The State of Ohio	Sheriff's Return.
Mileage	224	Union County	
Copy	15		
Total	\$ 264		

Received this writ May 10th, A.D. 1894, at 10 o'clock A.M. I served same by delivering a true copy of the writ with the indorsements thereon to the within named Martin Turner personally on the 19th day of May 1894.

Wm. G. Snodgrass, Sheriff.

Afterward, on the 2nd day of July A.D. 1894, a motion was filed with the Clerk of said Court, to wit:

Motion

6707

James M. Lance as Administrator of the estate of Job Scott, Dec'd. | Plaintiff | Court of Common Pleas, Union County, Ohio.
vs. | Martin Turner, Defendant.

Phoebe Turner submits a motion to be made a party defendant to this action for the reason that she is interested in the property upon which mortgage is set up and foreclosure asked and leave to file cross-petition.

Robinson & Woodburn, Attorneys.

Afterward, on the 2nd day of July A.D. 1894, an Entry was made on the Journal by the Clerk of said Court

Entry

6707

James M. Lance Admr. | vs. | Journal 17, Page 46.
Martin Turner et al.

This day this cause came on to be heard upon the motion of Phoebe Turner and thereupon the Court being fully advised in the premises find that said Phoebe Turner should be made a party defendant in this case and it is so ordered and leave is granted her to file cross-petition which is done and this cause is continued as to all questions affecting

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Summons

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6707

the right of said Phoebe Turner

Afterward, on the 21st day of July, A.D. 1894, a Cross-
Petition was filed with the Clerk of said Court, to wit:
James M. Lance Admr.

vs.
Martin Turner

Court of Common Pleas,
Union County, Ohio

Phoebe Turner says that she is the wife of the said
defendant Martin Turner and that the property described
in plaintiff's petition is the only real estate belonging to
said defendant and that said Phoebe Turner has no
real estate and that the land described in plaintiff's
petition is the homestead and only homestead of the said
Phoebe Turner and Martin Turner or either of them and
that said Phoebe Turner never signed the mortgage describ-
ed in said petition although at the time of executing the
same she was the wife of said Martin Turner, to wit: the
26th day of December 1881.

Therefore said Phoebe Turner asks that a homestead
be assigned and set off to her as provided for by law
and that her right be protected therein.

2nd Cause of Action:

By way of cross-petition the said Phoebe
Turner says that on or about the --- day of --- 1877 she
had seven hundred dollars of her own money obtained by
her from the estate of Jacob Crahood who was her father and
of whom she was one of the legal heirs, and that said money
at the request of said Martin Turner was invested in the
house and residence built upon said land and that no
part of said seven hundred dollars has been paid back to
her and that in equity she has a lien upon said land
for the repayment to her of said sum of money and that
she is entitled to said sum of money and that the said
Martin Turner holds the legal title to said land subject to
her claim of said seven hundred dollars so invested in
and paid on said land by said Phoebe Turner.

Therefore said Phoebe Turner asks a decree of Court
against said plaintiff and against said Martin Turner
that her said claim of \$700.00 be declared a prior lien to
plaintiff mortgage and that upon the sale of said land
the Court order that her said claim be first paid out of
the purchase money therefor and for other proper relief.

Robinson & Woodburn
Attorneys for Phoebe Turner.

The State of Ohio,
Union County, ss.:

Phoebe Turner being first duly sworn says the
statements of the foregoing petition are true as she believes.

Phoebe Turner

Sworn to before me and subscribed in my presence
this 21st day of May 1894.

Wesley A. Garrard, Justice of the Peace.

Afterward, on the 2^d day of July A. D. 1894, an Entry was made on the Journal by the Clerk of said Court, to wit: James M. Lance Admr.

Entry
6707

vs.
Martin Turner

Journal 17, Page 45.

This day this cause came on to be heard and the defendant being in default for answer or demurrer and the Court being fully advised in the premises it is ordered and adjudged that there is due the plaintiff as such Administrator from the defendant the sum of \$1234.¹³ with interest from December the 26th 1893; and that the mortgaged premises described in plaintiff's petition be foreclosed subject to dower of ----- wife of the defendant Martin Turner and that unless said sum of \$1234.¹³ be paid by the defendant Martin Turner or some one for him within ten days from the date of this entry said premises described in plaintiff's petition shall be appraised and sold according to law and the proceeds thereof brought into Court for further distribution

And Phoebe Turner is by leave of Court made a party to this action and files her answer and cross-petition herem and all questions arising thereunder are hereby reserved for further order. And Phoebe Turner wife of Martin Turner hereby demands that a homestead be set off to her in said premises.

For continuation of this case see page 545

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 9th day of April in the year of our Lord one thousand eight hundred & ninety four.

Be it remembered that, heretofore, to wit, on the 8th day of June A. D. 1894, The Connecticut Mutual Life Insurance Company filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Daniel A. Cross et al. The Connecticut Mutual Life Insurance Company, Plaintiff.

Petition
6744

vs.
Daniel A. Cross, Sarah A. Cross, his wife,
George P. Cross, Margaret P. Cross, his wife,
John A. Cross (Sole) & Walter C. Fullington
Defendants.

Petition for Money,
Sale of Mortgaged Lands
& Relief.

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The State of Ohio,
Union County, ss:

In the Court of Common Pleas.

The said plaintiff, The Connecticut Mutual Life Insurance Company, a corporation duly organized under and by virtue of the Laws of the State of Connecticut, and authorized to do business in the State of Ohio, complains of the defendants, and for its first cause of action says: That on the 5th day of April A. D. 1889, the said defendants Daniel A. Cross, George O. Cross, & John W. Cross made, executed and delivered to plaintiff their certain principal promissory note a true copy of which, with all credits and endorsements thereon is in the words and figures following, to wit:

Number 29. First Mortgage Coupon Note. 2300 Dollars
Marysville, Ohio. April 5th, 1889. Five years after date we promise to pay to the order of the Connecticut Mutual Life Insurance Company Twenty-three hundred dollars. Negotiable and payable at the Office of said Company, in Hartford, Conn. Value received with interest at eight per cent. per annum after due until paid.

The interest on this note to maturity is represented by coupon notes hereto attached, which, with this Principal Note, are secured by first lien on property described in the mortgage given to secure the same. This note is payable without grace. The makers have the right to prepay this note in installments of \$100.⁰⁰ or more each at any time after one year by paying accrued interest on the amount of such payment and 45 days interest in addition to such accrued interest, and such payments shall stop interest at the rate of six (6) per cent. per annum on the amounts so paid from time of such credit.
Daniel A. Cross
George O. Cross
John W. Cross.

That this plaintiff is now the legal owner and holder of said promissory note, and that no payments have been made thereon, that the same is now due. That there is now due plaintiff on said promissory note from said defendants Daniel A. Cross, George O. Cross and John W. Cross the sum of Twenty-three hundred dollars (\$2300.⁰⁰) with interest on \$2300.⁰⁰ thereof at the rate of 8 per centum per annum, payable annually, from the 5th day of April A. D. 1894, for which amount plaintiff asks judgment.
For Second Cause of Action plaintiff says: That at the same time and as a part of the same transaction, to wit; on the 5th day of April 1889, the said defendants Daniel A. Cross, George O. Cross, and John W. Cross executed to the plaintiff their ten coupon interest notes, representing the semi-annual installments of interest payable on said principal note set out in the first cause of action herein, which said coupon notes were attached to

said principal and are named and referred to therein, payable to the order of the plaintiff in 6, 12, 18, 24, 30, 36, 42, 48, 54, 60 months after date respectively, with eight per cent. per annum after maturity, each for the sum of sixty-nine dollars (\$69.⁰⁰) That the first nine maturing of said ten coupon notes were paid; that the tenth of said coupon interest notes is due and wholly unpaid, and a true copy of the same is in the words and figures following:

\$69.⁰⁰ Marysville, O. Apl. 5th 1889.

Sixty months after date we promise to pay to the order of The Connecticut Mutual Life Insurance Company Sixty-nine dollars. Negotiable and payable at the Office of said Company in Hartford, Connecticut. Value received with interest at eight per cent. per annum after maturity. This note is payable without grace.

Daniel A. Cross,
George P. Cross
John W. Cross.

Due Apl. 5th 1894.

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(copy)

That this plaintiff is still and now the legal holder and owner of the same; that there is now due and unpaid on the same to the plaintiff from the said Daniel A. Cross, George P. Cross and John W. Cross the sum of sixty-nine dollars (\$69.⁰⁰) with eight per cent. interest thereon from the 5th day of April 1894, for which amount plaintiff also asks judgment.

That all allegations and averments made in respect to said promissory notes set forth in its 1st & 2^d causes of action, are hereby made a part of this its 3^d cause of action.

That in order to secure the payment of said promissory notes set forth in its said 1st & 2^d causes of action; and the interest accruing thereon, the said defendants Daniel A. Cross, George P. Cross, Margaret P. Cross, his wife, John W. Cross, executed, acknowledged and delivered to the plaintiff, The Connecticut Mutual Life Insurance Company, their mortgage deed, on said 5th day of April, 1889, and thereby conveyed to the plaintiff, 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 Allen, County of Union and State of Ohio, and known as a part of Virginia Military Survey N^o 4812 & 3241, and described as follows, to wit:

Beginning at a stone in the center of the crossing of the Marysville & Bellefontaine gravel road and the Newton & Allen Center road: thence with the center of said Newton & Allen Center road south 10°-45'- west 63.²⁵ poles to a stone in the southerly line of a lot of land containing 238 acres conveyed by William Andas to Stephen Spain; thence with said line south 55°- west 114 poles to a stake and two beeches northeasterly corner to lands conveyed by said William Andas to William Spain; thence south 35°- east 114.⁴⁴ poles to a stone in the center of said Newton & Allen Center road; thence south 85°- east 40.⁷⁶ poles to a white oak, elm and hickory

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northwesterly corner to lands conveyed by said William Andas to Abram Spain; thence with the northerly line of said land north 55° east 64 poles to a stone; thence north 6° east 62⁵/₈ poles to a stone, ash and sugar southwesterly corner to said Survey N^o 3241; thence with the southerly line of said Survey north 54° east 85 poles to a stone corner to Jacob D. White's land; thence with the westerly line of said land north 19° 30' east 34 poles to a stone corner to said land in the center of said Mansville and Bellefontaine gravel road; thence with the center of said road north 70° 45' west 144⁵/₈ poles to the place of beginning containing 170⁶/₈ acres.

That said defendants Daniel A. Cross and John H. Cross were each at the time of the execution of said mortgage sole and unmarried.

The said defendant Margaret P. Cross wife of said George P. Cross joined her said husband in the execution, acknowledgment and delivery of said mortgage deed and thereby did remise, release, and forever quit-claim unto the plaintiff, 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 23rd day of April A. D. 1889 at 2 o'clock P. M. of said day said mortgage deed was left for record in the office of the Recorder of said County of Union and the same was duly recorded by him in Volume 27, Page 572 of Records of Mortgage Deeds, on the 27th day of April A. D. 1889.

Said mortgage deed has a certain condition thereunder written, that if the said grantors, their heirs, assigns, executors or administrators, shall well and truly pay said principal promissory note, together with said Coupon Interest Notes, as they should severally become due, and the interest accruing thereon, according to the tenor and effect thereof as aforesaid, the same to be void, otherwise to be and remain in full force and virtue in law. The condition of said mortgage deed has been broken, and the same has become absolute by the non-payment of said promissory notes and the interest accruing thereon, as herein set forth.

The plaintiff by virtue of said mortgage deed has a good and valid claim upon the premises therein described which is the first and best lien thereon.

That all the other defendants herein named have or claim to have a lien or liens upon or other interest in said mortgaged premises, but the plaintiff is unable to state the nature or extent thereof, other than that all such liens and claims, if any, are junior and subordinate to the lien of the plaintiff's said mortgage.

The plaintiff prays that all of the defendants above named may be notified of the filing and pendency of this petition, and that they may be required to answer

the same, and set forth specifically the nature and amount of their respective claims or liens upon said mortgaged premises, if any they have, and the time or times when the same attached thereto, and that plaintiff's said mortgage be adjudged and decreed to be the first, best and paramount lien on said mortgaged premises, and that the claims, liens, and interests, if any, of said defendants and each of them be adjudged junior, subsequent or subordinate to the lien of plaintiff's said mortgage.

Wherefore, the plaintiff, The Connecticut Mutual Life Insurance Company, prays judgment against the said defendants Daniel H. Cross, George P. Cross, and John H. Cross for said sum of twenty three hundred and sixty-one dollars (\$2369.⁰⁰) with interest on \$2369.⁰⁰ thereof at the rate of eight (8) per centum per annum, payable annually, from the 5th day of April A. D. 1894.

And the plaintiff further prays that the priority of the several liens and claims on said mortgaged premises may be established; and that the said premises may be ordered to be sold according to law; and that the proceeds of such sale may be applied, first to the payment of taxes, if any are due on said premises; second, to the payment of the costs of this action; and third, to the payment of the plaintiff's lien in its proper order of priority, and if said premises should not sell for a sum sufficient to satisfy the plaintiff'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 may be entitled to.

The Connecticut Mutual Life Insurance Co.
By J. H. Sinkadey ^{3rd}
Holstein ^{3rd} Barrett, its Attorneys.

State of Indiana.
Marion County, ss:

Chas. L. Holstein being duly sworn says that he is one of the Attorneys of Record for the plaintiff herein; that said plaintiff is a corporation organized under and by virtue of the laws of the State of Connecticut, having its office and principal place of business at Hartford in said State; that the officers and general managers of said Company are not residents of the State of Ohio, and are now absent from Union County, Ohio, and the States of Ohio and Indiana as well, and that the matters and things alleged and set forth in the within and foregoing petition are true, as he verily believes.

Chas. L. Holstein.

Sworn to by the said Chas. L. Holstein before me, and by him subscribed in my presence, this 7th day of June A. D. 1894.

(Seal) Harry C. Smith, Notary Public.
Marion Co., Ind..

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State of Ohio,
Union County, ss:

June 11th, 1894. We the undersigned defendants herein waive the issuing and services of Summons herein and hereby enter our appearance herein.

Geo. P. Cross, D. A. Cross,
Sarah A. Cross, J. W. Cross
Margaret O. Cross,
Walter C. Fullington.

State of Ohio,
Union County, ss:

We the undersigned defendants in the within cause wherein The Connecticut Mutual Life Insurance Company is plaintiff and Daniel A. Cross and others are defendants hereby waive all questions of time and consent to decree of foreclosure being entered against us on the within petition,

Marysville, Ohio, June 16th, 1894.
Margaret O. Cross, J. W. Cross,
Geo. P. Cross, D. A. Cross,
Sarah A. Cross, W. C. Fullington.

Afterward, on the 2nd day of July A. D. 1894, an Entry was made on the Journal by the Clerk of said Court:

The Connecticut Mutual Life Insurance Company

Journal 17, Page 47.

Entry

vs.
Daniel A. Cross et al.

6744.

This cause now coming on for hearing on the petition of the plaintiff, and the defendants having each severally entered their appearance herein and waived all questions of time and consented to decree of foreclosure being entered against them, and on said waiver and consent being in default for answer and demurrer the Court do find that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendants Daniel A. Cross, George P. Cross and J. W. Cross on the promissory notes set forth in the petition with interest to date of this decree the sum of \$2414.⁸¹, Two thousand four hundred fourteen ⁸¹/₁₀₀ dollars.

The Court further find that in order to secure the payment of said note, the defendants Daniel A. Cross, John W. Cross, George P. Cross and his wife Margaret O. Cross executed and delivered to said The Connecticut Mutual Life Insurance Company, the plaintiff, their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Book 27, Page 572 of the Records of Mortgages of Union County, Ohio, and is a good and valid lien on the premises described in the petition, and that the conditions in said mortgage have been broken.

It is therefore considered by the Court that the plaintiff The Connecticut Mutual Life Insurance Company recover from the defendants the said sum of \$2414.⁸¹ with 8% interest thereon

from this date and its costs herein expended.

And it is further adjudged and decreed that unless the defendants Daniel S. Cross, John N. Cross, and George O. Cross, shall within 20 days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case, and to the plaintiff herein the sum so found due as aforesaid with interest at 8% thereon from the 2^d day of July 1894, the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further orders.

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 April, to wit, on the 9th day of April in the year of our Lord one thousand eight hundred & ninety four.

Be it remembered that, heretofore, to wit, on the 31st day of May A.D. 1894, Cyrus Zimmerman, Receiver, filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Robert Keilbury et al.

Cyrus Zimmerman as Receiver of $\frac{2}{3}$ for Robert Keilbury & Genie Watson

Petition

6704

vs. Plaintiff
Robert Keilbury, Genie Watson, Brown Watson, A. E. Metzger, Thomas Munday, John Walker, George Gardiner, Robert Ferguson, Thomas Walker, Edd Lower, Atlantic Refining Company, Barts & Keizer, A. M. Robinson, Howard P. Keillen, Assignee of Robert B. Keilbury Clark Robinson, Defendants

Court of Common Pleas
Union County, Ohio.

The plaintiff says; That on or about the 24th day of November 1893, he was by the Court of Common Pleas of Union County, Ohio, duly appointed the Receiver of all the debts, property, equitable interests and things in action of the firm of Keilbury and Watson. That he duly qualified as such Receiver and is now the duly appointed and qualified Receiver for said firm of Keilbury and Watson. That before his

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appointment as such Receiver, the said firm was possessed of real estate bounded and described as follows, to-wit: Beginning at a stake in the center of the gravel road and northeasterly corner of Survey N^o. 7245: thence with the northeasterly line of said Survey N^o. 7245 S. 59¹/₂ - N. 17¹/₂ poles to a stake: thence N. 30¹/₂ - N. 3¹/₂ poles to a stake near a small walnut tree: thence N. 17¹/₂ - E. 12¹/₂ poles to a stake: thence S. 73¹/₂ - E. 14¹/₂ poles to a stake in the center of said gravel road: thence with the center of said road S. 24 - N. 2¹/₂ poles to the beginning containing 136 poles of land same deduced to M. F. Dumfee by Andrew Brown and wife.

Also another tract of land described as follows: Beginning at a stake in the center of the gravel road and northwesterly corner of said Survey N^o. 7245: thence south 24 - N. 8¹/₂ poles to a stake in the northwesterly line of said Survey N^o. 7245: thence with said line north 59¹/₂ - E. 10 poles to the beginning containing 32 poles of land, the same deduced to M. F. Dumfee by Adam Brown and wife.

Also another three certain town lots in Unionville Center, Union County, Ohio, numbered 81, 82, 83, in the Document Addition to said village. See Record of Deed of A. M. Robinson to said Watson and Dumfee, Book 62, Page 529 of the Record of Deeds of said County, to which reference is hereby made for further description.

That on and connected with said real estate used for the manufacture of tile, and sawmill purposes, and was so used by the said firm and the same with said real estate is now in the hands of said plaintiff as such Receiver, all in Union County, Ohio.

That there are of the assets available of said firm about the sum of eleven hundred dollars and that said assets consist of money, notes, and Book Accounts.

That the indebtedness of said firm is about the sum of twenty five hundred dollars as follows: A. M. Robinson \$2102.40 with interest 6% after September 14th, 1894; Barts & Keizer \$85.⁵⁰; Atlantic Refining Company \$25.³⁵; Edd Lower \$48.⁵⁰; Thomas Walker \$58.⁰⁰; Robert Ferguson \$126.¹⁰; George Gardner \$29.³²; John Walker \$74.⁷⁵; Thomas Munday about \$60.⁰⁰; A. C. Ketzler \$50.⁰⁰; expense of carrying on said business under the order of this Court about \$300.⁰⁰; Clark Robinson \$100.⁰⁰

Plaintiff says that the assets of said firm outside of said real estate are wholly insufficient to pay the indebtedness of said firm, and that the machinery aforesaid is now being impaired in its value by reason of not being in use and that the interest of said firm and their creditors require that said real estate be sold.

Wherefore plaintiff prays that an order be granted him to advertise and sell said real estate as upon foreclosure at public sale on the terms of one-half cash; one-half in one year from the date of the sale and one-third in two years from the date of said sale. The deferred payments

to be secured by personal security to the satisfaction of the plaintiff and that the Sheriff for plaintiff be authorized to convey to the purchaser the title to said described real estate and for all proper relief.

D. H. Syers, Attorney for Plaintiff.

State of Ohio,
Union County, ss:

Cyrus Zimmerman being duly sworn, says the facts stated and allegations in his foregoing petition are as he believes true.

Cyrus Zimmerman.

Sworn to before me and signed in my presence this 31st day of March 1894.

A. Milleroy,

(Seal)

Clerk of Court.

waiver

We hereby waive the issuing of Summons and service by process and enter our appearance in the above case this 31st day of March 1894.

E. Lower, Genie Watson,
B. Watson, J. A. Walker,
Thomas Walker, Robert Ferguson,
A. E. Ketzler, Thos. Munday,
R. B. Keilbury, Howard F. Keillen
Assignee of R. B. Keilbury,
J. C. Robinson, J. W. Robinson for
A. M. Robinson.

Afterward, on the 5th day of May A. D. 1894, a Cross Petition was filed with the Clerk of said Court, to wit:
Cyrus Zimmerman, Receiver etc.

Cross-Petition of A. M. Robinson

vs. Robert Keilbury, et al.

Court of Common Pleas,
Union County, Ohio.

Now comes A. M. Robinson and by way of his cross-petition in this cause says that on the 14th of September 1891, said A. M. Robinson sold and conveyed the real estate in said petition described saw-mill and the tile-mill and machinery connected therewith and belonging thereto to the defendants Genie Watson, R. B. Keilbury and B. Watson in fee simple in consideration of eighteen hundred dollars to be paid to him.

That for said consideration the said Genie Watson, R. B. Keilbury and B. Watson at the same date, to wit, September 14th, 1891, executed and delivered to said A. M. Robinson their joint promissory notes payable to said A. M. Robinson or order payable as follows, to wit: Six hundred dollars due in one year six hundred dollars in two years and six hundred dollars in three years all on six per cent. interest from September 14th, 1891 which notes are still the property of said A. M. Robinson and no payments have been made on either of them except one hundred dollars paid and endorsed on the note of \$600.⁰⁰ due September 14th, 1892 and paid March 20th, 1893 and there is now due the said A. M. Robinson from the said makers of said three notes and unpaid the said sum of eighteen hundred dollars with six per cent. interest from September 14th, 1891 subject

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Copy of note "A."

Copy of note "B."

Copy of note "C."

Entry

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to said payment of one hundred dollars March 20th, 1893 which sum is a vendors lien on said real estate saw-mill, tile-mill, and machinery and is a lien thereon prior to and better than any other lien thereon and the said A. M. Robinson is entitled to have and receive payment of said sum without expense or delay. The said R. B. Keilbury prior to the filing of said petition had made an assignment of said real estate to Howard F. Keillen for the benefit of his creditors, therefore this defendant by way of his cross petition prays for decree of the Court for the amount due to him as aforesaid and for an order of sale according to law of the real estate and property in said petition described and for an order on said Receiver that of the rents and use and proceeds of said premises, so much may be paid said A. M. Robinson clear of expense as may satisfy said claim. The said A. M. Robinson attaches to this his cross petition a copy of said three promissory notes.
Robinson & Woodburn,
Attorneys for A. M. Robinson.

The State of Ohio,
Union County, ss.

J. W. Robinson being duly sworn deposes and says he is one of the Attorneys of said A. M. Robinson and the matter and things set forth in the foregoing cross petition are true as he believes, and the notes in said cross petition described are in his hands for collection and the matters therein alleged as to the lien are within his personal knowledge.
J. W. Robinson.

Sworn to before me and signed in my presence this
5th of May 1894. (Seal) A. M. Leroy, Clerk.

Copy of note "A."

September 14th, 1891. One year after date we promise to pay to the order of A. M. Robinson Six hundred dollars at six per cent. interest from date. Value received.
Jennie Watson
R. B. Keilbury
B. Watson.

Copy of note "B."

September 14th, 1891. Two years after date we promise to pay to the order of A. M. Robinson Six hundred dollars at six per cent. interest from date. Value received.
Jennie Watson
R. B. Keilbury
B. Watson.

Copy of note "C."

September 14th, 1891. Three years after date we promise to pay to the order of A. M. Robinson Six hundred dollars at six per cent. interest from date. Value received.
Jennie Watson,
R. B. Keilbury
B. Watson.

Afterward, on the 2nd day of July A. D. 1894, an Entry was made on the Journal by the Clerk of said Court.

Entry

Cyrus Zimmerman
vs.
Robert Keilbury et al

Journal 17, Page 48.

And now it appearing to the Court that it is necessary to sell the lands described in the petition of the plaintiff herein to satisfy the indebtedness therein in said petition set forth and alleged in the answer and cross petition of the defendant A. M. Robinson on motion of the plaintiff it is ordered that the lands heretofore placed in his custody as Receiver heretofore appointed in this action proceed as in case of sale of real estate upon execution to sell the real estate hereinafter described and return his proceedings without unnecessary delay.

Said real estate is bounded and described as follows, to wit: Beginning at a stake in the center of gravel road and northeasterly corner of Survey N^o 7245: thence with the northeasterly line of said Survey N^o 7245 S. 59 1/2 - N. 17 1/4 poles to a stake: thence north 30 1/2 - N. 3 1/8 poles to a stake near small walnut tree: thence N. 17 1/4 - E. 12 3/4 poles to a stake: thence S. 73 1/2 - E. 14 2/4 poles to a stake in the center of said gravel road: thence with the center of said gravel road S. 24 - N. 2 3/4 poles to the beginning containing 136 poles of land, same land deeded to M. E. Duffee by Andrew Brown and wife.

2^d Tract: Beginning at a stake in the center of the gravel road and northwesterly corner of said Survey N^o 7245: thence south 24, N. 8 1/4 poles to a stake in the northwesterly line of said Survey N^o 7245: thence with said line north 59 1/2 E. 10 poles to the beginning containing 32 poles of land.

3^d Tract: Three certain town lots in Unionville Center, Union County, Ohio, as follows: N^o 81, N^o 82, N^o 83 in the Dorem Addition to said village.

Terms, one-half cash and one-half in one year.

Cyrus Zimmerman Receiver Plaintiff
vs
Robert Kelbey & Lemie Watson Defendants
Common Pleas Court Union County Ohio

Your Receiver heretofore appointed herein makes the following report of the sale of the real estate and personal property of the said Robert Kelbey and Lemie Watson and of his distribution of the proceeds of the sale of the same

as follows to wit: Real Estate: - 1 st Received from the sale of the real estate \$810.00	
Paid out of the funds of the personal property \$342.40	
To Amending Expenses Receiver fees \$200.00	Total amount received from real estate \$810.00
" Thomas Windley 52.57	" " " " Personalty \$1229.54
" A. M. Duffee 6.70	\$2539.54
" Ed Loar 52.55	Total amount chargeable \$2194.71
" Thomas Walker 66.09	" " 24 pounds \$2037.54
" John Walker 65.98	Amount now in Receiver hands \$155.17
" Robert Ferguson 142.78	
" E. Windley for A. M. Robinson by order of court 200.00	
" Clark Robinson 35.73	
" Credit on note Clark Robinson (188) 85.00	
Attorney fees 25.00	
Total \$1225.15	

Claims yet unpaid
A. M. Robinson \$1014.73
A. B. Wetze 15.64
Boris & Kiser 85.80
Atlantic Refining Co 25.85
Total \$1095.22
Clark Robinson 81.50

State of Ohio County of Union
Cyrus Zimmerman Receiver herein being first duly sworn says the above account is true and correct as he verily believes
Cyrus Zimmerman Receiver

Sworn to before me and signed in my presence this 4th day of May 1896
J. N. Cornell Clerk
B. J. D. Gemell Deputy

Attest J. N. Cornell

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Pleas continued and held at the Court House in Marysville, within and for the County of Union, in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio, before the Honorable John A. Price, Judge of said Court, of the Term of April, to wit, on the 4th day of April in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that, heretofore, to wit, on the 30th day of April A. D. 1894, Daniel T. Lee, filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Mary Batchelor et al.

Daniel T. Lee, Plaintiff.

Petition

vs.

Mary Batchelor, John M. Bradner, Susan Bradner, Henry K. Bradner, Nellie Bradner, William Bradner James Bradner
Caroline Bradner, Defendants

Court of Common Pleas Union County, State of Ohio.

1723

Plaintiff says: He has a legal right to, and is seized in fee simple as devisee under the last Will and Testament of Daniel L. Triplett, deceased, which last Will and Testament was duly and legally admitted to Probate and Record, by the Probate Court of Coshocton County, Ohio on or about the 15th day of December A. D. 1884, and is recorded in the Record of Wills Volume four (4) Page 128, of said County of Coshocton, an authenticated copy of said Will, and the order of Probate, was on the 30th day of May A. D. 1885, duly admitted to record in Volume 8, Page 504 in the Office of the Probate Judge of said County of Union, being the County in which the real estate hereinafter described is situate, of the undivided one-half part of the following described real estate, situate in the said County of Union and State of Ohio, and particularly described as follows: Being in Jackson Township, in said County and State of Ohio, and in Survey N^o 4569, bounded and described as follows: Beginning at a stone in the Greenville Treaty Line in the center of the boundary road (from which a stone and stake bears N. 8¹/₂ - N. 25-feet) southeast corner to Swan's Survey N^o 9899; thence with the east line of said Swan's Survey N^o 9899 and Mason's Survey N^o 9899 (passing a stone in the corner of said Survey at 193 poles) N. 8¹/₂ - N. 245-poles to a stake from which a bur oak 8 inches in diameter bears S. 32^o - N. 50 feet; thence N. 81^o/₂ - E. 200 poles to a stake (witness a sugar tree N. 8¹/₂ - N. 15-feet a beech S. 70^o - E. 18 feet, a sugar tree S. 81^o/₂ - E. 6 feet) in the east line of said Survey N^o 4569; thence with said line S. 8¹/₂ - E. 245-poles to a stone in the Greenville Treaty Line and in the center of the boundary road (witness a stake N. 8¹/₂ - N. 25-feet; thence with said Treaty Line S. 81^o/₂ - N. 200 poles to the place of beginning, containing 306¹/₂-acres

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of land more or less, and being the same premises conveyed by G. Houston, H. Houston and A. J. Whitney, Kate Whitney to Daniel L. Triplett and William Batchelor by deed, dated December 14th, 1851, and recorded in Volume of Deeds N^o 52, Page 54.

The defendants Mary Batchelor, John M. Bradner, Susan Bradner, Henry K. Bradner, Nellie Bradner, William Bradner, James Bradner and Caroline Bradner are tenants in common with plaintiff in said premises in the following proportions, one fourth (1/4) belongs to said Mary Batchelor, who is the widow of one William Batchelor deceased, and resides at Coshocton County, Ohio; one twenty-eighth (1/28) each to said John M. Bradner, Susan Bradner, Henry K. Bradner, Nellie Bradner, William Bradner, James Bradner and Caroline Bradner. Said John M. Bradner and Susan Bradner reside at Tallahassee in the State of Florida; Henry K. Bradner, Nellie Bradner, William B. Bradner and Caroline Bradner reside at Warwick, in the State of New York; and James Bradner resides at Philadelphia, in the State of Pennsylvania.

Said Mary Batchelor, John M. Bradner and Susan Bradner his wife, Henry K. Bradner and Nellie Bradner his wife, William B. Bradner, Caroline Bradner and James Bradner are devisees under the last Will and Testament of said William Batchelor, deceased, which last Will and Testament was duly and legally admitted to probate and record by the Probate Court of said Coshocton County, State of Ohio, on or about the 3rd day of December A. D. 1890 in Record of Wills, Volume 5, Page 299 of said County, an authenticated copy of said Will and order of probate, together with the copy of agreement, and decree of settlement hereinafter mentioned were on the 31st day of March 1894, duly admitted to record in the office of the Probate Judge of said Union County, and recorded in Record of Wills Volume 6, Page 177, of said Union County.

After the probating of said last Will and Testament of said William Batchelor, deceased, to wit, on the sixth day of January A. D. 1891, said Mary Batchelor filed her petition in the Court of Common Pleas, of said Coshocton County, against said James Bradner, Henry K. Bradner, Nellie Bradner, William B. Bradner, Caroline Bradner, John M. Bradner, Susan Bradner, John M. Bradner, as Executor of the last Will and Testament of William Batchelor, deceased, Nathaniel R. Bradner, William Renfrew and Fred C. Bradner, defendants to contest the Will of said William Batchelor, deceased.

Afterwards at the April Term of said Court, to wit: April 6th, 1891, such proceedings were duly and legally had in said action, that said cause was settled by agreement of the parties, on the terms set forth in the agreement in writing heretofore referred to and recorded in the Record of Court of Common Pleas of said Coshocton County, Volume 53, Pages 290, 293 of said Coshocton County, reference to which Record is hereby had for the terms of said agreement. The terms of

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said agreement have been fully complied with by the respective parties thereto, and by reason thereof, said Mary Batchelor John M. Bradner, Susan Bradner, Henry K. Bradner, Nellie Bradner, William B. Bradner, Caroline Bradner, and James Bradner, became, are, tenants in common with each other, and with said plaintiff, in the proportions, hereinbefore stated, to wit: Said plaintiff being the owner of one-half, under the Will of said Daniel L. Triplett, deceased, as aforesaid; said Mary Batchelor under the Will of said William Batchelor, deceased, and said settlement as aforesaid, being the owner of one-fourth (1-4); said John M. Bradner, Susan Bradner, Henry K. Bradner, Nellie Bradner, William B. Bradner, Caroline Bradner and James Bradner, under said Will of said William Batchelor, deceased, and settlement aforesaid each one-twenty-eighth part of said premises.

Annie M. Triplett widow of said Daniel L. Triplett, duly elected to take under the Will of her deceased husband the said Daniel L. Triplett. The estate of said Daniel L. Triplett, deceased, has been fully administered and settled.

The said Mary Batchelor, duly elected to take under the Will of her deceased husband William Batchelor, as provided for in said settlement. All the debts and liabilities of said estate of said William Batchelor, deceased have been fully adjusted and paid.

Plaintiff, Daniel T. Lee, desires to have his interest set off to him in severally, and prays, that partition may be made of said premises; or if that cannot be done without manifest injury thereto, that such proceedings may be had as are authorized by law.

Voorhees & Voorhees,
Attorneys for Plaintiff.

State of Ohio
Coshocton County, ss: |

Richard M. Voorhees, being sworn, says that he is one of the Attorneys of the plaintiff, Daniel T. Lee, in the foregoing action, duly authorized herein; that said Daniel T. Lee is a non-resident of said County of Union and of said Coshocton County, and is now absent from said Counties and said State of Ohio; that the facts stated in the foregoing pleading are within affiant's personal knowledge, and that said facts and the allegations stated in the foregoing pleading of said Daniel T. Lee, are, as affiant believes true.

Richard M. Voorhees,

Sworn to by said Richard M. Voorhees, before me, and signed by him in my presence this 28th day of April A.D. 1894.

Charles B. Compton,
Notary Public in and for
Coshocton County, Ohio.

(Seal)

Affidavit for Publication
 6723 Daniel T. Lee, Plaintiff.
 vs.
 Mary Batchelor, John M. Bradner,
 Susan Bradner, Henry K. Bradner,
 Nellie Bradner, William Bradner
 James Bradner,
 Caroline Bradner, Defendants

Court of Common Pleas,
 Union County, Ohio.

Filed April 30th, 1894.

Richard M. Voorhees, being first duly sworn, says: that he is one of the Attorneys of the plaintiff in the above action duly authorized therein; that the service of Summons cannot be made in this State on the defendants John M. Bradner, Susan Bradner, Henry K. Bradner, Nellie Bradner, William B. Bradner, Caroline Bradner and James Bradner; and that the cause is one of those mentioned in Section Five thousand ^{and} forty-eight of the Revised Statutes of Ohio.
 Richard M. Voorhees.

Sworn to by said Richard M. Voorhees before me and signed by him in my presence this 28th day of April A. D. 1894.
 Charles B. Compton, Notary Public in ^{and} for
 Coshoccon County, Ohio.

Waiver
 6723 Daniel T. Lee, Plaintiff
 vs.
 Mary Batchelor, John M. Bradner,
 Susan Bradner, Henry K. Bradner
 Nellie Bradner, William B. Bradner
 James Bradner,
 Caroline Bradner, Defendants

Court of Common Pleas
 Union County,
 State of Ohio.

Waiver of Summons ^{and}
 Consent to Partition.
 Filed April 30th, 1894.

I, Mary Batchelor, one of the defendants in the above entitled cause, hereby waive the issuing and service of Summons on me, and do hereby voluntarily enter my appearance to said action, and consent to the partition or sale of said premises described in said petition as prayed for therein.
 April 28th, A. D. 1894.
 Mary Batchelor.

Proof of Publication

Legal Notice.

6723 John M. Bradner and Susan Bradner his wife, residing at Tallahassee, Florida; Henry K. Bradner and Nellie Bradner his wife, William B. Bradner, and Caroline Bradner residing at Warwick, New York; and James Bradner residing at the City of Philadelphia, Pennsylvania, will take notice that on the 30th day of April A. D. 1894, Daniel T. Lee filed his petition in the Court of Common Pleas of Union County, Ohio, against the above named parties and others, praying for the partition, or if partition cannot be made without manifest injury thereto, for such proceeding in the premises as are authorized by law, of the following real estate to-wit: Situate in the County of Union, in the State of Ohio, and being in Jackson Township, in said County and State

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of Ohio, and in Survey n^o 4569, bounded and described as follows:
 Beginning at a stone in the Greenville Treaty Line in the center of the boundary road (from which a stone and stake bears north 8¹/₂ west 25 feet), southeast corner to Swain's Survey n^o 9899; thence with the east line of said Swain's Survey n^o 9899 and Mason's Survey n^o 9899 (passing a stone in the corner of said Survey at 193 poles) north 8¹/₂ west 245 poles to a stake from which a bur oak 8 inches in diameter bears south 32° west 50 feet; thence north 81¹/₂ east 200 poles to a stake (witness a sugar tree north 8¹/₂ west 15 feet, a beech south 70° east 18 feet, a sugar tree south 81¹/₂ east 6 feet) in the east line of said Survey n^o 4569; thence with said line south 8¹/₂ east 245 poles to a stone in the Greenville Treaty Line and in the center of the boundary road (witness a stake north 8¹/₂ west 25 feet); thence with said Treaty Line south 81¹/₂ west 200 poles to the place of beginning containing 306¹/₄ acres of land, more or less, and being the same premises conveyed by C. Houston, H. Houston, and A. J. Whitney, Kate Whitney to Daniel L. Triplett and William Batchelor by deed dated December 14th, 1881 and recorded in Volume of Deeds n^o 52, Page 54.

Said parties are requested to answer on or before the 30th day of June A. D. 1894, or judgment may be taken against them.

May 2nd 1894. Voorhees & Voorhees,

Attorneys for Plaintiff.

Filed June 9th, 1894.

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 2nd, 1894.

H. O. Shearer.

Sworn to and subscribed before me, this 9th day of June 1894. (Seal) R. M. Crony, Clerk.
 Printer's fee \$21.⁰⁰

Afterward, on the 28th day of June A. D. 1894, an Answer and Cross Petition was filed with the Clerk of said Court, Daniel T. Lee, Plaintiff

vs.
 Mary Batchelor, John M. Bradner
 Susan Bradner, Henry K. Bradner,
 Nellie Bradner, William Bradner
 James Bradner
 Caroline Bradner Defendants

Court of Common Pleas
 Union County, Ohio.

Answer & Cross Petition
 of
 Bradner Defendants.

Now come the defendants John M. Bradner, Susan Bradner, Henry K. Bradner, Nellie Bradner, William Bradner, James Bradner and Caroline Bradner and by way of joint answer

and cross-petition herein admit and aver all the facts stated in plaintiff's petition herein to be true, and further aver that they each have a legal title to and are seized in fee simple of an undivided one-twenty-eighth part of the premises described in plaintiff's petition in the manner therein stated and by reason of the facts therein set forth.

Wherefore they pray that said premises may be partitioned, that they may have their individual interests therein set off to them severally; or, if that be impracticable and injurious, that said premises be sold as authorized by law.

State of Ohio,
Union County, ss.

J. F. Millar, being first duly sworn, says that he is Attorney for the above answering defendants, that they are each and all non-residents of and absent from said County of Union; and that the facts stated and allegations made in the foregoing pleading are as he verily believes true.

Subscribed and sworn to before me this 27th day of June, 1894. (H. K.) (Seal.)
O. S. Cook, Notary Public.

Afterward, on the 2nd day of July A. D. 1894, an Entry was made on the Journal by the Clerk of said Court:
Daniel T. Lee

Entry

6723

vs.
Mary Batchelor, John M. Bradner
Susan Bradner, Henry K. Bradner
Nellie Bradner, William Bradner
James Bradner & Caroline Bradner

Journal 17, Page 42.

And now this cause coming on to be heard upon the petition, answer of certain defendants and the evidence, the Court find that all the defendants have had due legal notice of the pendency and demand of the said petition.

Thereupon the Court further find that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition; that the plaintiff Daniel T. Lee, has a legal right to the one-half thereof, the defendant Mary Batchelor a legal right to the one-fourth part thereof, and the defendants John M. Bradner, Susan Bradner, Henry K. Bradner, Nellie Bradner, William Bradner, James Bradner and Caroline Bradner, each a legal right to the one-twenty-eighth part thereof; and that the plaintiff is entitled to have partition of said estate made, as prayed in this petition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and J. L. Horn, Morgan Young, and J. Charles Kennedy three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same

And it is ordered that a writ of partition issue to the

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Writ of
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Sheriff of Union County, commanding him that by the oaths of the Commissioners above named he cause to be set off and divided, to each of the above named parties, the part and proportion of said estate to which they are severally above found entitled. And of his proceedings herein, said Sheriff is ordered to make due return.

Afterward, on the 2^d day of July A. D. 1894, a Writ of Partition was issued by the Clerk of said Court, to wit:
The State of Ohio,
Union County ss: To the Sheriff of said County:

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the April Term A. D. 1894, in a civil action therein pending (for partition) wherein Daniel T. Lee is the plaintiff, and Mary Batchelor are the defendants, you are hereby commanded that by the oaths of J. Charles Kennedy, J. L. Horn and Morgan Young 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, being in Jackson Township in said County and State, and in Survey n^o 4369 bounded and described as follows:

Beginning at a stone in the "Greenville Treaty Line" in the center of the boundary road (from which a stone and stake bears N. 8¹/₂ - N. 25 feet) southeast corner to Swan's Survey n^o 9899: thence with the east line of said Swan's Survey n^o 9899 and Mason's Survey n^o 9899 (passing a stone in the corner of said Survey at 193 poles) N. 8¹/₂ - N. 245 poles to a stake from which a bur oak 8 inches in diameter bears S. 32 N. 50 feet: thence N. 8¹/₂ - E. 200 poles to a stake (witness a sugar tree N. 8¹/₂ - N. 15 feet, a beech S. 70 - E. 18 feet a sugar tree S. 81 - E. 6 feet) in the east line of said Survey n^o 4369: thence with said line S. 8¹/₂ - E. 245 poles to a stone in the Greenville Treaty Line and in the center of the boundary road: witness a stake N. 8¹/₂ - N. 25 feet: thence with said Treaty Line S. 81¹/₂ - N. 200 poles to the place of beginning containing 306 ¹/₄ acres of land more or less, among the persons named herein, and in the following proportions, to wit: To Daniel T. Lee one-half ($\frac{1}{2}$) part; to Mary Batchelor one-fourth ($\frac{1}{4}$) part; to John M. Bradner one-twenty-eighth ($\frac{1}{28}$) part; to Susan Bradner one-twenty-eighth ($\frac{1}{28}$) part; to Henry K. Bradner one-twenty-eighth ($\frac{1}{28}$) part; to Nellie Bradner one-twenty-eighth ($\frac{1}{28}$) part; to William B. Bradner one-twenty-eighth ($\frac{1}{28}$) part; to Caroline Bradner one-twenty-eighth ($\frac{1}{28}$) part; to James Bradner one-twenty-eighth ($\frac{1}{28}$) part.

But if the said Commissioners are of opinion that said real estate cannot be divided according to the demand

Writ of
Partition

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 Mansville this 2^d day of July A. D. 1894.

(Seal)

R. M. Leroy, Clerk.

Sheriff's Return

And on the 2^d day of July A. D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County which return is as follows:

Service	25
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Swear Com.	25
Report	25
Convey	3 00
Return	25
Total	8 70
Comm. fee	3 00
Surveyor.	5 00

As commanded by the foregoing Writ of Partition I have executed the same by the oaths of Morgan Young, J. L. Horn, J. Charles Kennedy who being of the opinion that said real estate cannot be divided without manifest injury, have made a valuation of the same as will appear by the report of the said Commissioners herewith returned

Given under my hand this 2^d day of July A. D. 1894. W^m G. Snodgrass, Sheriff.

Commissioner's Report.

Daniel F. Lee
vs.
Mary Batchelor et al.

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

According to the command of the Writ of Partition in this case issued, and on the call of the Sheriff of said County, we, the undersigned Commissioners after being first duly sworn and upon actual view of the premises, we are of opinion that said real estate cannot be divided according to the demand of the writ without manifest injury to the value thereof, and we do estimate the value of the same at \$12,862.⁰⁰

We hereto attach a Plat, Survey, and Descriptions of said premises.

Given under our hands this 2^d day of July A. D. 1894.

Commissioners { Morgan Young
J. L. Horn.
J. Charles Kennedy

Description from a Survey made by J. Charles Kennedy Deputy Surveyor of Union County, Ohio.

Premises situate in the State of Ohio, County of Union and Township of Jackson and part of Virginia Military Survey N^o 4567, described by true Meridian Courses as follows

Beginning at a stake (in place of an ash and sugar tree) in the Greenville Treaty Line and center of the boundary road and at the southeast corner of Surveys N^o 9899: thence with the east line of said Survey N. 6^o - N. 245 poles to a stone southwest corner of Lorenzo Cheney's land: thence with the south line of said land N. 83^o 15' - E. 199 ⁷/₁₀₀ poles to

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Order of Sale in Partition

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a stone corner to said land in the east line of said Survey
N^o 4569: thence with said line S. 6^o - E. 247 ⁷⁵/₁₀₀ poles to a stone
south-east corner of said Survey in said Greenville Treaty
Line and center of the said boundary road; thence with
said line and road S. 84^o - N. 200 poles to the beginning
containing 307 ⁷⁵/₁₀₀ acres more or less.



Afterward, on the 3rd day of July A. D. 1894, an Order of
Sale in Partition was issued by the Clerk of said Court,
The State of Ohio

Union County, ss. To the Sheriff of said County, Greeting:
In pursuance of the order of our Court of Common
Pleas, within and for the County of Union at the April Term
A. D. 1894 in a certain Petition for Partition, now pending in
said Court wherein Daniel J. Lee is plaintiff, and Mary
Batchelor, John M. Bradner, Susan Bradner, Henry S. Bradner,
Nellie Bradner, William Bradner, John Bradner, & Caroline
Bradner, defendants, we command you that, without delay,
you proceed to sell at public auction the lands and tenement
in said petition described, to wit: Being in Jackson Township,
in said County and State of Ohio, and in Survey N^o 4569
bounded and described as follows: Beginning at a stone
in the Greenville Treaty Line in the center of the boundary
road (from which a stone and stake bears N. 8¹/₂ - N. 25 feet)

Afterward, on the 2nd day of July A. D. 1894, an Entry was made on the Journal by the Clerk of said Court, to wit: Daniel T. Lee

Entry
6723

vs.
Mary Batchelor, John M. Bradner,
Susan Bradner, Henry K. Bradner,
Nellie Bradner, William Bradner
& Caroline Bradner

Journal 17, Page 44

This cause comes on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed herein, and on motion to confirm the same. And it appearing from said report that said estate could not be divided by metes and bounds without injuring the value thereof, and that said Commissioners have made and returned their appraisement of said estate at \$12862.⁰⁰, the Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same.

And thereupon neither of said parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public auction at the north door of the Court House in Union County, Ohio, and that an order issue therefor to the Sheriff of Union County. And the Sheriff is ordered to return his proceedings to this Court without unnecessary delay.
Approved: John A. Price, Judge.

Order of Sale in Partition
6723

Afterward, on the 3rd day of July A. D. 1894, an Order of Sale in Partition was issued by the Clerk of said Court, to wit: The State of Ohio.

Union County ss: To the Sheriff of said County, Greeting:
In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the April Term A. D. 1894 in a certain Petition for Partition, now pending in said Court, wherein Daniel T. Lee is plaintiff, and Mary Batchelor, John M. Bradner, Susan Bradner, Henry K. Bradner, Nellie Bradner, William Bradner, John Bradner, & Caroline Bradner defendants, we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit:
Being in Jackson Township, in said County and State of Ohio, and in Survey N^o 4069 bounded and described as follows: Beginning at a stone in the Greenville Treaty Line in the center of the boundary road (from which a stone and stake bears N. 8¹/₂ W. 25 feet) southeast corner to Swan's Survey N^o 9899; thence with the east line of said Swan's Survey N^o 9899 and Mason's Survey N^o 9899 (passing a stone in the corner of said Survey at 193 poles) N. 8¹/₂ W. 245 poles to a stake from which a bur oak 8 inches in diameter bears S. 32^o - W. 50 feet; thence N. 81¹/₂ E. 200 poles to

Sheriff's Return

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a stake (witness a sugar tree N. 8 1/2 - N. 15 feet, & a beech S 70 - E. 18 feet, a sugar tree S. 81 1/2 - E. 6 feet) in the east line of said Survey N^o 4069: thence with said line S. 8 1/2 - E. 245 poles to a stone in the Greenville Treaty Line and in the center of the boundary road (witness a stake N. 8 1/2 - N. 25 feet: thence with said Treaty Line S. 81 1/2 - N. 200 poles to the place of beginning containing 306 1/4 acres of land more or less, and being the same premises conveyed by C. Houston, H. Houston, A. J. Whitney, Kate Whitney to Daniel L. Triplett and William Batchelor by deed dated December 14th, 1881, and recorded in Volume of Deeds N^o 52, Page 54.

Appraised at \$12862.⁵⁰; and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the Seal of the said Court,
(Seal) at Marysville this 3rd day of July A.D. 1894.
R. M. Erong, Clerk.

And on the 4th day of August A.D. 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

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

I received this Order of Sale on the 3rd day of July 1894 and in obedience to the command of the same, I did, on the 4th day of July 1894, cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County,) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the 4th day of August 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: five consecutive weeks; and in pursuance to said notice, I did, on said 4th day of August A.D. 1894, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and then and there came Edwin S. Lee, Agent for Daniel T. Lee who bid for the same the sum of nine thousand five hundred ³⁴/₁₀₀ one ⁵⁰/₁₀₀ \$9501.⁵⁰ and said sum being more than two-thirds of the appraised value thereof, and said Edwin S. Lee Agent of Daniel T. Lee being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for the said sum of nine thousand five hundred ³⁴/₁₀₀ one ⁵⁰/₁₀₀ dollars.

W^m. G. Snodgrass, Sheriff.

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Proof of Publication

Afterward, on the 4th day of August A.D. 1894 a Proof of Publication was filed with the Clerk of said Court, to-wit:
 Daniel F. Bee
 vs.
 Mary Batchelor et al. | Sheriff's Sale. In Partition.
 Court of Common Pleas,
 Union County, Ohio.

By virtue of the above stated writ to one directed from the Court of Common Pleas, of Union County, Ohio, I will offer for sale at the north door of the Court House in Marysville Ohio, on Saturday August 4th, 1894, at or about the hour of 1 o'clock P. M. on said day, the following described real estate, to-wit: Situated in the State of Ohio, County of Union, and Township of Jackson, and bounded and described as follows:

In Survey N^o 4569. Beginning at a stone in the Greenville Treaty Line in the center of the boundary road from which a stone and stake bears N. 8¹/₂ - N. 25 feet, southeast corner to Swan's Survey N^o 9899: thence with the east line of said Swan's Survey N^o 9899 and Mason's Survey N^o 9899 (passing a stone in the corner of said Survey at 193 poles) N. 8¹/₂ - N. 245 poles to a stake from which a bur oak 8 inches in diameter bears S. 32^o - N. 50 feet: thence N. 81^o/₂ - E. 200 poles to a stake (witness a sugar tree N. 8¹/₂ - N. 15 feet, a beech S. 70^o - E. 18 feet a sugar tree S. 81^o - E. 6 feet) in the east line of said Survey N^o 4569: thence with said line S. 8¹/₂ - E. 245 poles to a stone in the Greenville Treaty Line and in the center of the boundary road (witness a stake N. 8¹/₂ - N. 25 feet): thence with said Treaty Line S. 81^o/₂ - N. 200 poles to the place of beginning, containing 306¹/₄ acres, more or less. An abstract of said premises has been made by A. S. Mowry.

Appraised at \$42⁰⁰ per acre.

Terms of Sale: One-third cash; one-third in one year and one-third in two years with interest from day of sale, secured by notes and mortgage on premises.

July 4th, 1894. 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 July 4th, 1894.

Sworn to subscribed before me, this 2nd day of August A.D. 1894.
 (Seal) N. O. Shearer,
 R. M. Leroy, Clerk

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And afterward at the September Term 1894 The following entry was filed September 11th 1894 to wit:

Entry.

Daniel. F. Lee. Plaintiff.
 v.
 Mary Batchelor. John M.
 Bradner. Susan. Bradner.
 Henry S. Bradner. Kellie
 Bradner. William Bradner.
 James Bradner and
 Caroline Bradner.
 Defendants.

Court of Common Pleas.
 Union County, State of Ohio.

Case No. 6723.

On motion of The Plaintiff, and upon proceeding The return of The Sheriff of his proceedings and sale, under The former order of This Court, and The Court being satisfied on examination That The same have been had in all respects according to law. The said proceedings and sale are hereby approved and confirmed.

And The Said Sheriff is ordered by deed duly executed to convey said premises to The purchaser Daniel. F. Lee in fee simple. It is further ordered out of The proceeds of said sale The Sheriff pay to The Clerk of This Court The costs of This action including a counsel fee of \$193.⁷⁶ to Voorhes and Voorhes, for their services herein taxed at \$824.⁹² second: and of The residue of The proceeds of said sale to The plaintiff Daniel. F. Lee one half of The cash proceeds to wit. The sum of \$1421.⁵⁷ (said plaintiff being The purchaser, no notes given him) to The Said Mary Batchelor one fourth of The cash proceeds, to wit. The sum of \$710.⁷⁸ and also two notes each for The sum of \$791.⁷⁹ one due August 4th 1895 and August 4th 1896.

To The Said John. M. Bradner, Susan Bradner, Henry S. Bradner Kellie Bradner, William Bradner, James Bradner and Caroline Bradner, each one twenty eighth of The cash proceeds, to wit. The sum of \$101.⁵⁷: and also each two notes, amount of each note The sum of \$113.¹⁸, due and payable in one and two years from August 4th 1894, all of said deferred payments to bear interest at six per cent from August 4th 1894.

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, to-wit, on the 15th day of January in the year of our Lord one thousand eight hundred & ninety-four.

Be it remembered that, heretofore, to-wit, on the 27th day of November A. D. 1894, Caleb Harsh filed in the Clerk's Office of the said Court of Common Pleas the following Petition against Joseph P. Eubanks et al.
Caleb Harsh, Plaintiff

Petition

6625

vs.
Joseph P. Eubanks ^{and}
L. A. Eubanks, his wife,
L. N. Roley, P. Bissman,
M. R. Lewis, M. H. Howe, ^{and}
M. Harman, partners doing
business under the firm name
of P. Bissman & Co. Defendants

Court of Common Pleas,
Union County, Ohio.

First Cause of Action: Defendant J. P. Eubanks is indebted to plaintiff in the sum of Five hundred dollars, which plaintiff claims with interest from the 18th day of April 1893, at the rate of 8% on a promissory note of which the following is a copy with all credits and indorsements:

" \$700. " Magnetic Springs, April 18th, 1884.

" One year after date I promise to pay Caleb Harsh or order Seven hundred dollars, value received, with interest at 8% payable semi-annually.
J. P. Eubanks.

Credits and Indorsements:

Sep. the 18th 84 Six months interest paid \$28.⁰⁰; March the 31st 1885 Two hundred dollars paid on the within note \$200.⁰⁰; Apr the 18th 1885 \$28.⁰⁰ interest paid; Oct. the 18th 1885 six months interest paid \$20.⁰⁰; Sep. the 30th 1886 six months interest paid \$20.⁰⁰; Oct. the 18th 86 six months interest paid \$20.⁰⁰; Sep. 16 1887 six months paid \$20.⁰⁰; Oct. the 14th 1887 six months int. paid \$20.⁰⁰; Sep. the 17th, 1888 six months interest paid \$20.⁰⁰; Oct. 19, 1888 six months interest paid \$20.⁰⁰; May the 8 1889 six months interest paid \$200.⁰⁰; Oct. 11 1889, six months interest paid \$20.⁰⁰; Apr. 29 1890 six months interest paid \$20.⁰⁰; Oct. 19 90 six months interest paid \$20.⁰⁰; May 2nd, 1891 six months interest paid \$20.⁰⁰; November 6th 1891 six months interest paid \$27.²⁰; Sep. the 23 92 six months interest paid: Oct. 22 92 six months interest paid \$20.⁰⁰ Sep. 22 93 twenty dollars paid \$20.⁰⁰

Second Cause of Action:

At the time of the delivering of said note, and to secure the payment of the same, the defendants Joseph P. Eubanks and L. A. Eubanks duly executed and delivered to plaintiff their mortgage deed conveying the following premises Situated in the County of Union, State of Ohio, and in the Village of Magnetic Springs and bounded and described

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as follows: Commencing at the S. E. corner of lot n^o 10: thence north one hundred and fifty feet: thence west 76 1/2 feet: thence south 150 feet to the S. W. corner of lot n^o 10: thence east 76 1/2 feet to the place of beginning containing all of lots n^{os} 5, 6, 7, 8, 9 & 10.

Said mortgage was conditioned that if the said Joseph C. Lankford should pay or cause to be paid unto the said Caleb Harsh said promissory note, a copy of which is set forth in plaintiff's first cause of action, then said mortgage should be void, otherwise the same was to be and remain in full force and virtue in law.

On the 21st day of April 1884, at 7 o'clock A. M. said mortgage was duly left for record at the Recorder's Office of Union County, Ohio, and was duly recorded April 25th 1884 in Union County Record of Mortgages Vol. 20 Page 613.

Said L. H. Coley claims to hold a mortgage lien on said premises by virtue of a mortgage given the 18th day of December A. D. 1883 recorded in Volume 20, Page 452 Record of Mortgages of Union County, Ohio: and said defendants P. Bissman, M. C. Lewis, M. H. Howe and M. Harman partners doing business under the firm name of P. Bissman & Co., claim a mortgage lien by virtue of a mortgage dated May 12th 1886 and recorded in Vol. 21 Page 491 Record of Mortgages of Union County, Ohio.

Said mortgage has become absolute, and there is due on said indebtedness the sum of \$500.⁰⁰ with interest at 8% from April 18th 1893 payable semi-annually.

Plaintiff therefore asks judgment against defendant in said sum of \$500.⁰⁰ with interest at 8% from the 18th day of April 1893, payable semi-annually; that said mortgage be foreclosed and that said premises may be sold and the proceeds applied to the payment of said judgment.

Jones, Lytle & Jones,
Attorneys for Plaintiff

State of Ohio,
Delaware County, ss:

Caleb Harsh being first duly sworn says that the facts stated and the allegations set forth in the foregoing petition are true as he verily believes.

Caleb Harsh.

Sworn to before me and subscribed in my presence this 18th day of November A. D. 1893.

W. B. Jones, Notary Public.
In & for said County.

(Seal)
To Clerk:

Issue Summons for defendants in above case returnable according to law, indorsed civil action for recovery of money and foreclosure of mortgage, amount claimed \$500.⁰⁰ with interest at 8% from April 18th 1893, payable semi-annually.

Filed Nov. 24th 1893.

Jones, Lytle & Jones, Attys. for Pltff.

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Summons

Afterward, on the 24th day of November A. D. 1893, a
Summons was issued by the Clerk of said Court, to wit:

6.6.25

The State of Ohio,
Union County

To the Sheriff of Union County:

You are hereby commanded to notify Joseph P. Eubanks and L. A. Eubanks, his wife, L. N. Roley, and P. Bissman, M. R. Lewis, M. H. Howe and M. Charman, partners doing business under the firm name of P. Bissman & Co. that they have been sued by Caleb Harsh in the Court of Common Pleas of Union County, and must answer by the 23rd day of December 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 4th day of December A. D. 1893.

Witness my hand and the Seal of said Court this 24th day of November A. D. 1893.

R. M. Leroy, Clerk.

(Seal)

Endorsed: "In action for the recovery of money, and foreclosure of mortgage. Amount claimed \$500.00, with interest at 8 per cent. from April 18th, 1893 payable semi-annually."

Sheriff's Return

And on the 29th 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:

Ser. Return	50
Mileage	2 08
Copy	1 05
Total	\$ 3 63

The State of Ohio,
Union County

Sheriff's Return.

Received this 24th November 24th 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 Joseph P. Eubanks personally and to L. A. Eubanks by leaving a copy with Joseph Eubanks her husband she not being at home. L. N. Roley, P. Bissman, M. R. Lewis, M. H. Howe, M. Charman not found.

November 29th, 1893. W^m G. Smodgrass, Sheriff.

Motion

6.6.25

Afterward, on the 27th day of December A. D. 1893, a motion was filed with the Clerk of said Court, to wit:

Caleb Harsh, Plaintiff

Court of Common Pleas,
Union County, Ohio

vs.
Joseph P. Eubanks et al. Defendants

And now comes James M. Montgomery who represents to the Court that he is the bona-fide holder and owner of a certain note given by the defendants Joseph P. Eubanks and L. A. Eubanks, to the defendants Bissman & Co., which said note is secured by a mortgage upon the premises described in the plaintiff's petition; therefore the said James M. Montgomery prays to be made party defendant in this action and for leave to file his answer and cross petition therein.

James M. Montgomery
By Loren Vercoe & Knight, Attorneys.

Entry

6.6.25

Answer

by cross

Petition

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James M.

Montgomery

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Afterward, on the 16th day of January, A. D. 1894, an Entry was made on the Journal by the Clerk of said Court:

Entry
6625

Caleb Harsh
vs.
Joseph O. Eubanks et al
Journal 16, Page 495.

This day this cause came on to be heard upon the motion of James M. Montgomery to be made party defendant in this action and the Court being fully advised of the premises, said motion is granted and the said James M. Montgomery is made party defendant and leave granted to file his answer and cross petition therein.

Answer
by cross
petition
of
James M.
Montgomery

Caleb Harsh, Plaintiff
vs.
Joseph O. Eubanks et al
Defendants

Court of Common Pleas,
Union County, Ohio.

6625

And now comes the defendant James M. Montgomery and for his answer and cross petition herein, says that on the 12th day of May 1886 the defendants Joseph O. Eubanks and Anna Eubanks (husband and wife) made and delivered to P. Bissman & Co. their joint promissory note of that date and thereby promised to pay to the order of said P. Bissman & Co. the sum of eight hundred (\$800.⁰⁰) dollars in one year after the date thereof for value received, with interest thereon from date, at the rate of six per cent. per annum.

The said defendants Joseph O. Eubanks and Anna Eubanks to secure the payment of said note, did on the 12th day of May 1886, execute and deliver to P. Bissman, M. R. Lewis, M. H. Howe and M. Harmon, who together constituted the firm of P. Bissman & Co., a partnership, their mortgage deed, and thereby conveyed to said P. Bissman, M. R. Lewis, M. H. Howe and M. Harmon, their heirs and assigns forever, the following real estate, situate in the County of Union, State of Ohio and in the Township of Leesburg, Survey N^o 3696 and bounded and described as follows:

Being situated in the Village of Magnetic Springs in said County and State and known as lots Seven (7) Eight (8) Nine (9) ^{and} Ten (10) each fronting twenty-five (25) feet on the west side of Will John's Street in said Village and extending back seventy-six (76) feet to a twelve (12) foot alley. Also dwelling-house and store-room situate upon above described lots and being a portion of the premises described in the plaintiffs petition.

For further description see Village Plat of record in the Recorders Office at Marysville, Union County, Ohio.

On the 17th day of May A. D. 1886 at Seven o'clock A. M. said mortgage was delivered to the Recorder of said Union County to be by him entered of record and was recorded by him in the Records of Mortgages of said County Volume 2, Page 491.

Said mortgage contains a conditions that if the

said Joseph P. Centbanks and Anna Centbanks shall pay or cause to be paid unto the said grantees in said mortgage or their assigns, the principal and interest of their promissory note above described, then said mortgage shall be void, otherwise to be and remain in full force and virtue, in law forever. Said note and mortgage after their execution and delivery, duly past, by successive transfers and endorsements, from said P. Bissman & Co. to M. R. Lewis, and from M. R. Lewis to Mrs. L. A. Centbanks; and from Mrs. L. A. Centbanks to this defendant James M. Montgomery, who is now the owner and holder of said note and mortgage.

Upon the principal amount of said note the sum of Three hundred and fifty-six $\frac{3}{4}$ $\frac{3}{100}$ dollars (\$356.³⁷) has been paid. The interest upon said principal sum, has been paid to October 9th, 1890. No other or further amount has been paid upon either the principal or interest of said note and there remains now due and owing thereon, the sum of four hundred and forty-three $\frac{66}{100}$ dollars (\$443.⁶⁶), with interest thereon from October 9th, 1890, at the rate of six per cent. per annum.

This defendant the said James M. Montgomery therefore prays that the amount of said indebtedness due and owing to him, be ascertained by the Court; that the respective rights, liens, and claims of the several parties hereto, be marshalled and determined by the Court; and that upon a sale of said premises, the claim of this defendant may be satisfied out of the proceeds thereof, in the order of its priority, and for all other and proper relief in the premises.

Loren Vercoe & Knight,
Attorneys for Defendant
James M. Montgomery.

State of Ohio,
Franklin County, ss. |

James M. Loren being first duly sworn, deposes and saith that he is one of the Attorneys of Record of the said James M. Montgomery defendant in said action and that said answer and cross petition of said defendant is founded on written instruments for the payment of money only and that such written instruments are in the possession of this affiant as Attorney for said defendant.

Signed in my presence and sworn to before me by the said James M. Loren this 26th day of December A. D. 1893.
(Seal)

J. Theo. Heyant, Notary Public,
Ind. for Franklin County.

Afterward, on the 20th day of March A. D. 1894, an Entry was made on the Journal by the Clerk of said Court:
Caleb Hersh

Entry
6625-

vs.
Joseph P. Centbanks et al.

Journal 16, Page 335.

This cause now coming on for hearing on the petition

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of the plaintiff, the cross-petition of the defendant James M. Montgomery, and the evidence, the court find that the defendants Joseph O. Eubanks and L. A. Eubanks have been duly served with summons in this case and are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true, and that there is due the plaintiff from defendant Joseph O. Eubanks on the promissory note set forth in the petition with interest at 8% payable semi-annually to the date of this decree the sum of \$537.45.

The court further find that in order to secure the payment of said note the defendants Joseph O. Eubanks and L. A. Eubanks his wife executed and delivered to said Caleb Harsh, the plaintiff their certain mortgage as in the petition described, and on the premises therein described; that said mortgage was duly recorded in Volume 20, Page 613 of the Record of Mortgages of Union County, Ohio, and is a good and valid lien on said premises described in the petition and that the conditions of said mortgage have been broken.

It is therefore considered by the court that the plaintiff recover of the defendant Joseph O. Eubanks the said sum of \$537.45 and his costs herein expended.

And it is further adjudged and decreed that unless the defendant Joseph O. Eubanks shall within 3 days from the entry of this decree pay, or cause to be paid to the clerk of this court the costs of this case and to the plaintiff herein the sum so found due as aforesaid with interest from the 19th day of March 1894 at 8% the defendants equity of redemption be foreclosed, and said premises be sold, and that an order of sale issue therefore to the Sheriff of Union County, Ohio, directing him to appraise, advertise, and sell said premises as upon execution and report his proceedings to this court for further order.

And this cause coming on for further hearing on the cross-petition of the defendant James M. Montgomery the court find that there is due the defendant James M. Montgomery on the note set forth in his cross-petition the sum of \$533.⁴² from the defendant Joseph O. Eubanks being principal and interest at 6% payable annually to the date of this decree.

The court further find that in order to secure the payment of said note the defendants Joseph O. Eubanks and L. A. Eubanks did on the 12th day of May 1886 execute and deliver to P. Bissman, M. A. Lewis, M. H. Howe, and M. Harmon constituting the firm of P. Bissman & Co., their mortgage deed as in the cross-petition described and on the premises therein described; that said mortgage was duly recorded in Volume 21, Page 491 Record of Mortgages of Union County, Ohio, and is a good and valid lien on

said premises described in said cross petition and the conditions of said mortgage have been broken.

The Court further find that said note and mortgage have passed by successive transfers and endorsements from said P. Bissman & Co. to M. R. Lewis, from M. R. Lewis to L. S. Eubanks and from Mrs. L. A. Eubanks to defendant James M. Montgomery.

It is therefore decreed by the Court that the defendant James M. Montgomery recover of the defendant Joseph O. Eubanks the said sum of \$535.⁴² so found due as aforesaid, and his costs herein expended.

And it is further ordered adjudged and decreed that unless the defendant Joseph O. Eubanks shall within 3 days from the entry of this decree, pay or cause to be paid to the Clerk of this Court, the costs of this case and to the said James M. Montgomery the sum so found due him as aforesaid, with interest at 6% from the 19th day of March 1894 the defendant's equity of redemption be foreclosed, and said premises be sold and that an order of sale issue therefore to the Sheriff of Union County, Ohio, directing him to appraise, advertise and sell said premises as upon execution and to report his proceedings to this Court for further order.

Order of Sale

6625

Afterward, on the 26th day of March A. D. 1894 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 March 1894, Caleb Hearsh obtained a judgment and decree against Joseph O. Eubanks and L. A. Eubanks his wife for the sum of five hundred and thirty-seven ³/₄ ⁴⁵/₁₀₀ dollars to Caleb Hearsh and five hundred and thirty-five ³/₄ ⁴²/₁₀₀ dollars to Montgomery, and fifteen ³/₄ ²⁰/₁₀₀ dollars, costs of suit.

And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Joseph O. Eubanks and L. A. Eubanks within 3 days from the 20th day of March A. D. 1894 pay unto the said Caleb Hearsh \$537.⁴⁵ ³/₄ to James M. Montgomery \$535.⁴² the said sums of \$537.⁴⁵ ³/₄ \$535.⁴² dollars, with interest from the 20th day of March 1894, 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 \$537.⁴⁵ ³/₄ \$535.⁴², and costs aforesaid, have not been paid in 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

Sheriff's Return

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lands and tenements, situate in Union County, Ohio, to wit:
 Bounded and described as follows: Commencing at the S. E. corner of lot n^o: 10: thence north one hundred and fifty feet: thence west 76¹/₂ feet: thence south 150 feet to the S. W. corner of lot 10: thence east 76¹/₂ feet to the place of beginning containing all of lots n^o: 5, 6, 7, 8, 9th & 10.

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.

In witness my signature as Clerk of our said Court of Common Pleas and the Seal of said Court, at Marysville, this 26th day of March A. D. 1894. R. M^o: Leroy, Clerk.

(Seal)

Sheriff's Return

And on the 4th day of August A. D. 1894, the Sheriff of said County returned said writ to the Clerk's Office in said County, which return is as follows:

Service	25	The State of Ohio
Levy	1 00	Union County, ss: Sheriff's Return.
Sum & frs.	1 20	Received this writ the 27 th day of March
Swear "	25	A. D. 1894, and on the 27 th day of March A. D. 1894,
Writing & frs.	25	I called an inquest of William King, George J.
Copy of "	25	Barber and Warren Atherton three disinterested
Notice to Str.	25	freeholders and residents of the County, and
Affidavit "	25	caused the within described real estate to be
Writing notice	25	duly appraised on their oaths; they on the
Mileage	1 92	same day returned to me an estimate of the
Return	25	value thereof (to wit: \$ 1173. ³³ / ₁₀₀) under their
Total	6 12	hands and seals, a copy of which I forthwith
Appraisers fee	3 00	deposited with the Clerk of the within named
Printer's fee	11 05	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 28th day of April 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, the time and place of sale specified in said notice I offered the within described real estate at public auction; Said land not sold for want of bidders.

W^m: G. Snodgrass, Sheriff

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Afterward, on the 28th day of April A.D. 1894, a Proof of Publication was filed with the Clerk of the Court, to wit:

Gale H. Hark

Sheriff's Sale.

vs.

Order of Sale.

J. O. Eubanks 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 Marijsville, Ohio, on Saturday April 28th, 1894, at or about the hour of One o'clock P. M. on said day, the following described real estate, to wit: Situated in the Township of Leesburg, County of Union & State of Ohio, bounded and described as follows: Commencing at the south-east corner of lot N^o 10: thence north one hundred & fifty feet; thence west 76 1/2 feet; thence south 150 feet to the south-west corner of lot 10: thence east 76 1/2 feet to the place of beginning containing all of lots N^o 5, 6, 7, 8, 9 & 10.

Appraised at \$1173.³³
March 28th, 1894.

Terms of Sale, Cash.
Wm. G. Snodgrass, Sheriff.

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 "Marijsville Tribune", a newspaper of general circulation in the County of Union, the first publication beginning with March 28th, 1894.

N. C. Shearer.

Sworn to and subscribed before me this 28th day of April 1894.
(Seal) R. M. Leroy, Clerk.

And afterwards at the September term 1894 to wit on the 20th day of September 1894 the following entry was filed.

Court of Common Pleas Union County, Ohio.

Gale H. Hark Plaintiff

Against

Joseph P. Eubanks et al

Defendants.

Journal Entry.

On motion of the Plaintiff and on his producing the return of the Sheriff of the sale made under the former order of this Court, on 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 said proceedings and sale be and they are hereby approved & confirmed and it is further ordered that the said Sheriff convey to the purchaser Frank M. Marriott, by deed according to law the property so sold and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein, for the protection of his title; and it is further ordered that the Clerk cause satisfaction of the mortgages herein sued on & set up in this case 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 \$1229.⁰⁰ it is ordered that the Sheriff out of the money in his hands pay first the costs of this action, taxed at the second trial; the plaintiff, Gale Hark, the amount hereafter found due him with interest at 8% to wit the sum of \$257.⁰⁰ & secondly that he pay to L. A. Eubanks the balance in his hands on the amount due on the amount & cross petition of James M. Montgomery which decree the Court finds is now held & owned by said L. A. Eubanks.

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

Be it remembered that, heretofore, to wit, on the 29th day of
March A. D. 1890, Robert N. Thompson et al. Administrator, filed in
the Clerk's Office of the said Court of Common Pleas the follow-
ing Petition against N. S. Rogers, to wit:

Robert N. Thompson ^{and}
Nelson P. Thompson, Administrators of
James Thompson, Decd. Plaintiff
vs.
N. S. Rogers, Defendant

Court of Common Pleas,
Union County, Ohio.

Petition

5962

The said plaintiffs say they are the Administra-
tors of the estate of James Thompson, deceased, duly appointed
and qualified by the Probate Court of Union County Ohio, and
that there is due them as said Administrators from the
said N. S. Rogers on the note of said defendant to said
James Thompson, deceased (a copy of which marked "A.") the
sum of one thousand dollars with the interest thereon
from the 1st of April 1875, at 6 per cent, and for which sum
with interest from April 1st, 1875 the said plaintiffs ask
judgment against defendant on this first cause of action.
Second: For a second cause of action the said plaintiffs
say they are the Administrators of the estate of James Thompson
deceased and there is due them as such Administrators from
said N. S. Rogers on his other note given to said James
Thompson (a copy of which marked "B" is herewith attached) the
sum of one thousand dollars with interest from April 1st, 1875
at six per cent, and therefore said plaintiffs ask judgment
against N. S. Rogers for one thousand dollars with interest
from April 1st, 1875 on this second cause of action.

Robinson & Woodburn,
Attorneys for Plaintiff.

Copy of
Note A.

" On or before the first day of December 1879, I promise to
pay James Thompson or order One thousand dollars for
value received with interest, it being 6th payment on 212 acres of
land. April 1st, 1875. N. S. Rogers.

Copy of
Note B.

" On or before the first day of December 1880 I promise to
pay to James Thompson or order One thousand dollars for
value received with interest, it being the 7th payment on 212
acres of land. April 1st, 1875. N. S. Rogers.

The State of Ohio,
Union County ss:

A. L. Woodburn being duly sworn deposes and says
he is one of the Attorneys of the plaintiff in the foregoing

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G. W. Banks.

cause and the said action is for money only on two written promissory notes in affiant's possession for collection and that he believes the allegations in the foregoing petition are true and said notes are correctly copied above.

The State of Ohio. R.L. Woodburn.

Union County, ss:

Sworn to before me and signed in my presence this 29th day of March 1890. (Seal) R. Mileroy, Clerk.

Præcipe

To the Clerk:

5-962

Issue Summons to defendant and endorse "Petition on two notes for \$1000. each and judgment asked for \$2000. with interest from April 1st, 1875." Robinson & Woodburn, Attorneys for Plaintiff.

Summons

5-962

Afterward, on the 29th day of March 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 N. S. Rogers that he has been sued by Robert N. Thompson, Administrator of James Thompson, deceased, in the Court of Common Pleas of said Union County, and that unless he answer by the 26th day of April 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 7th day of April A.D. 1890.

Witness my hand and the Seal of said Court, this 29th day of March A.D. 1890.

R. Mileroy, Clerk.

Endorsed: In action for money only on two promissory notes for \$1000. each and judgment is asked for \$2000. with interest from April 1st, 1875.

Sheriff's Return.

And on the 5th day of April 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	30
Mileage	20
Copy	20
Return	10
Total	100

The State of Ohio. Sheriff's Return.

Union County, ss

Received this writ March 29th A.D. 1890, at 10 o'clock A.M. and pursuant to its command I served the same by leaving a certified copy thereof with the endorsements thereon at the usual place of residence of the within named defendant.

Thomas Martin, Sheriff.

Afterward, on the 22nd day of April A.D. 1890, an Answer was filed with the Clerk of said Court, to wit:

Robert N. Thompson & Nelson P. Thompson as Administrator of James Thompson, Plaintiff vs. N. S. Rogers, Defendant

In Union County, Court of Common Pleas.

Answer

5-962

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And now comes the said defendant and for answer to the first cause of action in the petition set forth says: That he denies that the said James Thompson was at his death the owner of the said note in said cause of action set forth and denies that plaintiffs as the Administrators of said James Thompson are the owners of said note or entitled to recover thereon any sum whatever.

For further defense the defendant says that shortly after said note was executed said James Thompson transferred the same to the said Robert N. Thompson and the said Robert N. Thompson had and held the same and was the owner thereof at the date of the death of said James Thompson, and that after said Robert N. Thompson became the owner and possessor of said note he and the defendant had business transactions together, and which are still open and unsettled, but upon a settlement said note would be more than paid. Since the death of said James Thompson said defendant has offered to settle with said Robert N. Thompson and adjust all matters between them including said note, and the said note is subject to defendant's offsets and counter-claims, but as it does not belong to said James Thompson's estate the same cannot be adjusted in this action.

For answer to the second cause of action set up in said petition the defendant says: That the promissory note in said second cause of action is subject to a credit of \$6.40 of the date of February -- 1886. That the only sum due thereon is the sum of \$360.00 and interest after deducting the payment at the date aforesaid. Said payment was made in the following manner. After said note was executed and to secure the payment of the same this defendant executed and delivered to said James Thompson a mortgage on certain warehouse property in Broadway, Ohio, which mortgage was recorded Book 20, Page 441 of the Union County Records. The property secured by said mortgage was insured against loss by fire, and after the execution of said mortgage the said property was destroyed by fire and the amount of \$6.40 as insurance money was paid to said James Thompson and the same was a credit on said note.

The defendant denies any indebtedness to plaintiff upon the notes set up in the petition except the said sum of \$360.00 and interest after deducting said payment and for said sum he offers judgment and as to the balance he asks to go hence without day.

J. L. Cameron, Attorney for Defendant
Sworn to before me and signed in my presence this 22nd day of April 1890.
W. M. Harget, J. P.

Reply

5-96.2

Afterward, on the 21st day of July A. D. 1890, a Reply was filed with the clerk of said Court, to wit:

Robert N. Thompson
Nelson P. Thompson Admrs.

Court of Common Pleas,
Union County, Ohio.

vs.
H. S. Rogers

Now come the plaintiffs and for reply to the answer of defendant to the second cause of action set up in their petition say they deny that any credit should be given on said note and deny that said James Thompson received said six hundred and forty dollars insurance money and say that the property in Broadway which was insured was the joint property of Robert N. Thompson and said H. S. Rogers and when the loss by fire occurred thereon the sum of six hundred and forty dollars referred to in said answer was received by said Robert N. Thompson and held in his own right as one of the partners as aforesaid, and should be credited on said note becoming due on the first of December 1880 and mentioned in said second cause of action.

Robinson & Woodburn,

Attorneys for Plaintiff.

The State of Ohio,
Union County, ss:

Robert N. Thompson one of the plaintiffs being duly sworn deposes and says he believes the allegations of the foregoing reply are true.

Robert N. Thompson.

Sworn to before me and signed in my presence this 10th day of June A. D. 1890.

J. H. Reinkade,

(Seal)

Notary Public.

Afterward, on the 9th day of April A. D. 1894, an Entry was made on the Journal by the Clerk of said Court, to wit:

Robert N. Thompson
Nelson P. Thompson Administrators
of James Thompson, Deceased

Journal 17, Page 6.

vs.
H. S. Rogers

This day came the plaintiff and by leave of the Court withdraws his reply to the defendant's answer; and thereupon this cause is by consent of plaintiff and defendant submitted to the Court and the right of trial by Jury is waived and the Court being fully advised in the premises do find for plaintiff that there is due to him from the said defendant the sum of fifteen hundred dollars being the amount of the said note due December 1st 1880 after crediting thereon the \$640.00 alleged to have been paid thereon as insurance money as alleged in said answer.

It is therefore considered and adjudged by the Court that the plaintiff as said Administrator recover of defendant said sum of fifteen hundred dollars and his costs herein taxed to

Entry

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Please continued and held at the Court House in Mayesville 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 on the 10th day of September
in the year of our Lord One Thousand Eight Hundred and ninety-four

Be it remembered that heretofore to wit: on the 6th day of April A.D. 1894
the Holiday Hay Co. filed in the Clerks office of the said Court of Common Pleas the
following Petition in error against Lester W. Cline to wit:

Holiday Hay Co
Plaintiff in error
vs
Lester W. Cline
Defendant in error

Court of Common Pleas
Union County Ohio.

6689

Petition
in error.

The said plaintiffs in error claim that there is manifest error prejudi-
cial to them in the proceedings of the Justice of the Peace of Allen Township
Union County a transcript of which is filed herewith and made a part hereof,
marked "Exhibit A" in this writ:-

First:- Said Justice erred in overruling the motion filed in said Court to
discharge the attachment and dismiss the action-

Second:- Said Justice erred in taking jurisdiction of said case-

Third:- Said Justice erred in rendering judgment against plaintiff in error.
And there are other errors prejudicial to the plaintiffs in error manifest upon
the face of the record-

Wherefore the plaintiffs in error ask that said judgment and proceedings be
reversed, with costs, and they be restored to all things they have lost thereby.

E. M. Wickham Atty for Plaintiff in error

Precept
for
Summons.

To Clerk:- Issue summons on this petition in error for the defendant in
error, returnable according to law.
E. M. Wickham Atty for Plaintiff in error-

Lester W. Cline
Plaintiff
vs
Holiday Hay Co
Defendants
Before L. M. Crary Justice of the Peace
Allen Township Union County Ohio.

Bill of ex-
ceptions.

Be it remembered, that on the 6th day of March A.D. 1894 the defendants,
the said Holiday Hay Co. filed their motion in the above entitled
cause, of which motion the following is a true copy-

Lester W. Cline
Plaintiff
vs
Holiday Hay Co
Defendant.
Before L. M. Crary Justice of the Peace of
Allen Township
Union County Ohio.

Motion

And now come Haliday Hay Co for the purpose of this motion only and expressly disclaiming any and all intention or purpose of making or entering an appearance upon the merits of this case or for any other purpose except that contained in this motion and here move this Court to discharge the attachment issued herein and dismiss this action on the following grounds, to-wit:

First

That said affidavit in attachment is insufficient in law to maintain an attachment or justify the issuing of an order of attachment and can confer no jurisdiction upon said justice in this action either of the persons or property of said defendants or either or any of them.

Second

Said justice of the peace has no jurisdiction of the persons of said defendants or either or any of them.

Third

That said justice of the peace has no jurisdiction of the property of said defendants.

Fourth

That no service of process has been made upon said defendants as required by law.

O. M. Wickham Atty for defendant.

On the 6th day of March 1894 said Motion was submitted to said justice and said justice overruled said Motion, to which ruling of the said justice the said Haliday Hay Co. did by their Counsel at the time except and prayed said Justice to set his official hand to this bill of exceptions, which is accordingly done.

The Haliday Hay Co

L. M. Cray J. P.

Plaintiffs in error

Journal 17. Page 109.

5589 Journal Entry

vs
Lester W. Cline

Defendant in error

This day this case came on for hearing upon the petition in error and the transcript of the proceedings and judgment of said justice of the peace and was argued by counsel. In consideration whereof, the Court find that there is no error apparent on the record in said proceedings and judgment. It is therefore ordered and adjudged that the said judgment and proceedings before said justice be and the same is hereby affirmed and that the defendant in error recover of the plaintiff in error her costs herein expended, taxed at \$- and it is further ordered that execution be awarded from this Court to carry into effect the judgment of the said Justice of the peace, in the same manner as if rendered in this Court, as well as for the costs adjudged herein. In which finding, order and judgment of the Court the plaintiff in error, them and them excepted.

Porter & Porter

Summons 5771

6771

Petition

Partial text from the adjacent page, including words like "Motion", "Petition", "Summons", and "Journal".

Cases 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 10th day of September in the year of our Lord One Thousand Eight Hundred and ninety four.

Be it remembered that heretofore to wit; on the 28th day of July A.D. 1894 Emma Moore filed in the Clerks office of the said Court of Common Pleas the following Petition against Willard Felt Moore to wit:

Emma Moore, Plaintiff
vs
Willard Felt Moore, Defendant } Court of Common Pleas
Union County Ohio-

6771
Petition

First:- The Plaintiff complains of the Defendant and alleges that she has been a resident of the said state of Ohio for the year last past and is at present a bona fide resident of the said County of Union -

Second:- That on the 24th day of May A. D. 1884 at Watkins in the State of Ohio she was married to the Defendant, and has ever since conducted herself toward said Defendant as a faithful, chaste and obedient wife -

Third:- The Plaintiff further alleges that said Defendant, wholly regardless of his obligations as a husband, soon after said marriage commenced the excessive use of intoxicating liquors and has for three years last past been an habitual drunkard -

The Plaintiff therefore, prays that she may be divorced from said Defendant, and that she may have such other relief as equity may require -

James G. Johnson Atty for Plaintiff - } The State of Ohio
Emma Moore Plaintiff in the above entitled action } Union County ss:
do solemnly swear that I believe the facts stated in the foregoing petition to be true. Emma Moore.

Subscribed in my presence and sworn to before me this 28th day of July A.D. 1894 - R.W. Cook
Notary Public.

Afterward on the 28th day of July A.D. 1894, 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 Ohio.

Summons
6771

You are commanded to notify Willard Felt Moore that Emma Moore has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with drunkenness and asking that she be divorced from him and that and for other proper relief. Said petition will stand for hearing during the the term of said Court next ensuing and six weeks from and after the service of this writ.

You will make due return of this Summons on the 6th day of 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 28th day of July A.D. 1894. R. M. Clerk.

Seal

Sheriff's return
6771

And on the 30th day of July A. D. 1894 the Sheriff of said County returned said writ to the Clerks Office in said County which return is as follows:

Service	50
Copies	15
Wage	5 12
Return	25
Total	6 12

Received 10 O'clock A. M. on the 30th day of July A. D. 1894 and on the 3rd day of August A. D. 1894 I served the same by handing a true copy thereof of this writ with the endorsement thereon together with a copy of the petition to the within named Willard Flet Moore personally.

Wm. D. Snodgrass Sheriff of Union County.

Entry
6771

Attward on the 4th day of October A. D. 1894 an Entry was made on the Journal by the Clerk of Court.

Emma Moore vs. Willard Flet Moore } Journal 17-Page 95.

Now comes 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 upon the evidence adduced that the defendant has been guilty of habitual drunkenness for the three years last past and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Emma Moore and Willard Flet Moore be, and the same is hereby dissolved and both parties are released from the obligation of the same -

Attest J. N. Gamble Clerk

6719
Petition.

Cheasle continued and held at the Court House at Marysville within and for the County of Union in the Fifth Judicial District of the Common Pleas Court of the state of Ohio before the Honorable John A. Price Judge of the said Court of the term of September to wit: On the 10th day of September A. D. 1894.

Be it remembered that heretofore to wit: on the 24th day of April A. D. 1894 Mary M. Hicks filed in the Clerks Office of the said Court of Common Pleas the following petition against Andrew Hicks to wit:

Mary M. Hicks Plaintiff
vs
Andrew Hicks Defendant } Court of Common Pleas Union County Ohio.

Plaintiff has been a resident of the state of Ohio for the year last past, and is now, and has a bona fide residence in the County of Union, state of Ohio. On or about the 21st day of November 1890 at Marysville in said County of Union Ohio she was married to the defendant, and ever since said marriage, she has conducted herself as a dutiful and faithful wife. There were no children born of said marriage - The defendant has in disregard of his marital

6719
Affidavit

6719

duties for more than three years last past been willfully absent from plaintiff -
Second - The plaintiff further says that the defendant was guilty cruelly
gross neglect of duty and of drunkenness during their married life.
wherefore plaintiff prays that she may be divorced from the defendant,
restored to her maiden name, and such other relief as is proper -

F. T. Kistner

Atty for Plaintiff -

The State of Ohio }
Union County ss: } Mary M Hicks the plaintiff, above named being
duly sworn, says the facts stated and allegations made in the
foregoing petition for divorce are true as she verily believes. (sw.)
Mary M Hicks -

Sworn to and before me and subscribed in my presence by the
above named plaintiff this 24th day of April 1894

R. M. Gentry Clerk of Court -

Mary M Hicks }
vs } Court of Common Pleas Union County Ohio -
Andrew Hicks } Affidavit for publication as to
Defendant Andrew Hicks } In Divorce -

6719
Affidavit

Mary M Hicks the above named plaintiff makes solemn
oath that service of a summons cannot be made upon the said
defendant as his residence is to plaintiff unknown, and can not
be ascertained by plaintiff with and by reasonable diligence, and that
plaintiff makes this affidavit to obtain service upon the defendant
by publication. Mary M Hicks

Sworn to before me and subscribed
by above named plaintiff this 24th day of April 1894

R. M. Gentry Clerk of Court

Mary M Hicks }
vs } Plaintiff }
Andrew Hicks } Defendant } Journal 17 - Page 78

6719

This day came the plaintiff and the defendant having been legally summoned
by publication, and having failed to appear, the Court find in default for
answer and demurrer to said petition, and find that the allegations
thereof are confessed by him to be true. The Court also find that the plaintiff
at the time of filing her petition, had been a resident of the state of
Ohio for one year next preceding the same, and was at the time a bona
fide resident of this County of Union, and that the parties heretofore
married as in said petition set forth. The Court further find, upon
the evidence adduced, that the defendant has been guilty of willful
absence for more than three years prior to the filing of said plaintiffs
petition, and that by reason thereof the plaintiff is entitled to a
divorce and restoration to her maiden name as prayed for.

It is therefore ordered and adjudged by the Court that the marriage
contract heretofore existing between the said Mary M Hicks and
Andrew Hicks be, and the same is hereby dissolved, and
that said Mary M Hicks be restored to her maiden name of
Mary M Middleton, and both parties are released from the obli-
gation of the same, and that the defendant pay the costs
of this proceeding.

Proof of
publication
6719

Mary M. Hicks } Divorce Notice -
 Andrew Hicks whose place of residence is unknown will take notice that on the 27th day of April A. D. 1894 Mary M. Hicks filed her petition in the Court of Common Pleas of Union County Ohio, being cause No 6719 praying for a divorce from said Andrew Hicks and restored to her maiden name on the ground of wilful absence for more than three years, cruelty, gross neglect of duty and drunkenness and that said cause will be for hearing on and after six (6) weeks from first publication of this notice -
 April 25th 1894

The State of Ohio Union County ss:
 The undersigned being duly sworn says that a copy the annexed Notice was published for 6 consecutive weeks in "The Mansfield Tribune" a newspaper of general circulation in the County of Union the first publication beginning with April 28 1894. W. C. Stearns

Sworn to and subscribed before me this 9th day of June 1894 B. M. Cury Clerk Cumberl. Fee \$4⁰⁰ -

Attest J. N. Garnall Clerk

Pleas continuance and held at the Court House in Mansfield within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honourable John W. Price Judge of Said Court of the Term of September Term on the 10th day of September in the year of Our Lord one thousand eight hundred and ninety-four.

Be it remembered that heretofore to wit, on the 3rd day of May A. D. 1894, R. W. T. filed in the Clerk's office of the Said Court of Common Pleas the following petition against Allen Townships et al. to wit:

No 6725.

Martin M. Staley, and
 Della Staley Plaintiff
 vs.

Allen Townships Union
 County Ohio & the Trustees
 thereof, Lester Gline
 Charles Chappel &
 George Neams and
 Ira Donahoe Defendants,

Court of Common Pleas.

Union County Ohio.

Petition

Petition.

The Said Plaintiffs say that on the 6th day of February 1894 The Said Della Staley wife of said Walter M. Staley was the owner of the land herein described to wit:

Beginning at a stone & bricks in the center of the Marysville & North Lewisburg gravel Road & N 84 E 28 ⁸⁴/₁₀₀ poles from the South east corner of the weather banding on the cover of bridge & Buck run - Thence N 27 ¹⁵/₁₅ E to the center of the channel & thence with the center of the channel of said Buck Run 20 poles to a stake - Thence S 82 ³⁹/₃₉ E 4 poles to a fence post at the North east corner of the Cemetery lot S 3 ¹³/₁₃ E 15 ⁸⁰/₁₀₀ poles to a stone & brick in the center of said road thence with the center of said road S 84 to 14 poles to the place of beginning containing 700 acres more or less - being the Cemetery lot excepted in a deed from Jacob Leonard to Lazarus B. Robinson et al see Vol 70 page 55 Union Court Record of deeds & the same as deeded from said Jacob Leonard to said plaintiff Della Staley see Vol 70 page 77 of said records.

That on the 6th day of February 1894 said Della Staley entered into a contract with said Defendants to convey said land to said Township & to said Celine Chappel & Keama as trustees thereof in consideration of the payment to her by said Defendants of the sum of Fifty dollars (\$50) upon the delivery of the deed therefor by Plaintiff at which sum of money the Defendants then & there agreed to pay said Plaintiff Della Staley when the deed for said land was executed to them.

That upon the 6th day of February 1894 Plaintiff Della Staley traded to said Defendants a deed in fee simple for said land & demanded payment therefor as aforesaid & which defendants refused to pay said sum of Fifty dollars or any part thereof & still refuse to do so although often requested to do so & although still Plaintiff is ready & willing to perform her part of said contract at any & all times & that said Plaintiff Della Staley is damaged by said refusal of Defendants Fifty dollars with interest from the 6th day of February 1894 & that there is now due plaintiff from the defendant by reason of the promise Fifty dollars & interest as aforesaid. That said defendant Ira Donohue claims some interest in said Fifty dollars by reason of a garnished process against one Jacob Leonard.

Therefore Plaintiff prays for an order of Court requiring said Defendants to specifically perform said contract & pay said Fifty dollars & interest from Feb 6th 1894 & for a judgment against said defendants Allen Township aforesaid & said trustees for said sum of Fifty dollars & the interest from Feb 6th 1894 and that said Donohue be required to set up his interest in said claim or be forever estopped therefrom

Robinson & Woodburn
Attorney for Plaintiff

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No 6719 pray
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The State of Ohio.

Union County.

S. S.

Walter M. Staley being first duly sworn says that the foregoing statements are true.

Walter M. Staley

Sworn to before me & subscribed in my presence this 3rd day of May 1894.

R. M. Gray,
Clerk of Court.

I hereby enter the appearance of Ira Donahoe to this writ and was the issuing & service of summons herein

J. O. Kennedy

May 14th 1894.

Attorney for Donahoe

Answer
of Trustees.

Walter M. Staley and
Delta Staley Plffs.

vs
Allen Township Union
County Ohio et al
Def.

Court of Common
Pleas of Union
County Ohio.

Answer.

only

The Said Defendants Lester Cline and Charles Chappel in answer to said plaintiffs petition say they are trustees of said Allen Township Union County Ohio - that said written argument was entered into by Plaintiff with Defendants as arrived in said Petition - that said therefore was duly tendered Defendants on the 6th day of February 1894 & that they are indebted to Plaintiff for the land aforesaid in the sum of Fifty dollars & interest from Feb 6th 1894 & are ready & willing to pay the same when the Court shall determine who is entitled to the payment thereof. That in a certain proceeding before J. O. Kinrade a Justice of the Peace in & for Paris Township said Court in which Ira Donahoe is Plaintiff and Jacob Leonard was Defendant in attachment the defendants were served with garnishee process & the money aforesaid named was ordered by said Justice to be paid by said defendants to said Donahoe by virtue of said garnishee process. That said defendants are ready to pay said money when plaintiff & said Donahoe shall settle their right to said money therefore said defendant ask that said plaintiff & said Donahoe shall determine their interests

herin & The Court may order to whom The money is to be paid & for other proper relief =

L. W. Gline
G. W. Chappel.

The State of Ohio }
Union County } D. S.

Lester Gline being first duly sworn says that The statements in The above answer are true as I verily believe.
L. W. Gline.

Sworn to before me & subscribed in my presence This 21st day of April. 1894.

Robinson & Woodburn
Notary Public.

On Oct 5th 1894 The following entry was filed.

Entry

Mattie M. Statof et al
vs
Allen Township Union
County Ohio et al.

This day this cause came on to be heard & The defendants came not but made default herein & thereupon This cause was submitted to The Court upon The pleadings & evidence = & The Court being fully advised in The premises do find for The plaintiffs & find that there is due Plaintiffs from Allen Township of Union County Ohio, The sum of Fifty two dollars & that The Plaintiffs ought to recover of said Township The said sum of Fifty two dollars & their costs herein expended taxed at # upon The deliverance to said Township of The deed of conveyance described in Plaintiffs Petition

It is therefore decreed ordered & adjudged by The Court that The plaintiffs recover of Allen Township The said sum of Fifty two dollars & their costs herein expended taxed at # & that said deed be delivered to said Township upon The payment of said money = It is further found that The defendant Ira Donahoe has no valid claim against said Allen Township or against The claim due Plaintiffs from said Township it is therefore decreed ordered & adjudged that The said Ira Donahoe be forever barred from his pretended claim to The purchase money for The land in said petition described & that plaintiff recover from said defendant Donahoe their costs herein expended taxed at #

Robinson & Woodburn.
Attest J. M. Gossall Clerk

Please continuance 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 W. Price Judge of Said Court of The Term of September to wit, on The 10th day of September in The year of Our Lord One Thousand eight hundred and ninety four.

Be it remembered That hereof to wit, on The 25th day of June A. D. 1894. Mercy J. Ervett, filed in The Clerk's office of The Said Court of Common Pleas The following Petition against Harvey E. Ervett to wit:

Mercy J. Ervett Pl ^{ff} .		In Union County
vs.		Court of Common
Harvey E. Ervett Def ^t		Pleas.

Petition.

The plaintiff has been a resident of The State of Ohio for more than The year last past and she is now a bona fide resident of The County of Union. on The 10th day of October 1866 she was married to The defendant regardless of his marital duties The defendant has been guilty of wilful absence for more than The years last past.

The defendant has also been guilty of gross neglect of duty in failing to provide any food or clothing for The plaintiff, and medical service or attendance in sickness.

The plaintiff was formally married to a man by The name of Patrick by whom she has two children, but There are no children from The last marriage.

The plaintiff prays for a divorce and alimony and That she may be restored to her former name of Mercy J. Patrick and for all proper relief.

J. L. Cameron Attorney
for Plaintiff.

The same time The following affidavit was filed.

In Union County Court of Common Pleas.

Mercy J. Ervett Plaintiff	
vs.	
Harvey E. Ervett Defendant.	

The State of Ohio

S. S.

Union County

Mercy J. Everett being first duly sworn says that the place of residence and whereabouts of the defendant are wholly unknown to her and that she has used due and reasonable diligence to ascertain the same.

The said defendant left the Plaintiff more than twenty years ago and left for parts unknown, since which time the Plaintiff has not seen him or heard from him so as to know any thing about where he lives.

The Plaintiff is not able to mail a copy of the publication to him for the reason that his residence and post office address are both to her unknown and she has been unable to learn the same. This action is one for divorce. and further saith not.

Mercy J. Everett.

Sworn to before me and signed in my presence this 25th day of June 1894.

R. W. Gray Clerk.

Legal Notice.

Mercy J. Everett

vs.

Harvey E. Everett

No 6751.

Proof of publication.

The Defendant Harvey E. Everett is notified that the said Mercy J. Everett has filed in the Court of Common Pleas of Union County O. a petition against him alleging that he has been guilty of willful absence for more than three years and with gross neglect of duty and praying that she may be divorced and have alimony, and be restored to her former name of Mercy J. Patrick. said petition will be for hearing at the September term 1894 of said Court.

Mercy J. Everett.

By J. L. Cameron her Attorney.

The State of Ohio

S. S.

Union County

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 June 28th 1894.

A. J. Hare.

Swoon to and subscribed before me this 26th day of
September 1894.

J. W. Gosnell Clerk.

Printers fee \$ 3.00

Mary J. Grant Plaintiff
vs.
Harvey E. Grant Defendant.

This cause coming on for hearing was submitted to the Court upon the pleadings and evidence on consideration whereof, The Court find that the plaintiff has been a resident of the State of Ohio for more than the year last past and that she is and was at the time of filing the petition of this case a bona fide resident of said County of Union.

The Court find that due and legal notice has been given the defendant of the filing and pendency of the petition in this case. The Court find that the defendant has been guilty of gross neglect of duty and willful absence for more than three years prior to the filing of the petition in this case and that by reason thereof the plaintiff is entitled to a divorce. It is therefore considered ordered and decreed by the Court that the marriage relations heretofore existing between said parties be and the same is dissolved - and both parties released from the obligations of the same, and that defendant be divested of an interest in the profits real and personal of the plaintiff. The Court order that the plaintiff be restored to her former name of Mary J. Patrick and that she pay the cost thereof.

J. W. Gosnell Clerk

Petition filed July 25th 1894

September term 1894.

Sarah A. Haines Plaintiff.
vs.
G. T. Haines Defendant.

Court of Common Pleas
Union County Ohio.

Petition

Plaintiff has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union & State of Ohio on or about 11th day of April 1871 she was married to the defendant - The following child was born of such marriage, P. H. Haines 19 years old

Plaintiff says that the defendant has been guilty of adultery about March 1893 with a certain woman whose

1st Cause

Second Cause

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whose name is not known to plaintiff that said defendant at that time contracted disease and has had same ever since and now has same. That in March 1894 said defendant had about recovered and that he went to Columbus in March 1894 and soon after his return the disease began again as bad as before and has continued until the this time

Second Cause of Action.

Said Plaintiff says she was married as set out in first cause of action that one child was born as set out therein & that she is a resident as set out therein.

Plaintiff says that defendant has been guilty of extreme cruelty towards this plaintiff in this that he has charged her at different times since March 1893 with having sexual intercourse with some one never naming any one & has from said date cursed and abused her & used language toward this plaintiff not fit to be herein set out; said abuse and charges has been at different times from March 93 to the present time.

The defendant is possessed of the following property 76 acres of land situated in Washington Township Union County Ohio being land deeded to G. T. Haines by W. M. Haines bounded on the south by the grassy gravel road on the east by lands owned by Berry on the west by lands owned by James Haines & J. A. Gray on the north by lands owned by D. Miller. said plaintiff says she is not able to tell the value of said land but that they purchased said land about 1882 and paid \$50.00 per acre for same and that the farm is in much better shape & condition than at the time they bought same. The land was regarded as very cheap at the time said defendant bought and the title of said land is now in said G. T. Haines said plaintiff alleges said land to be worth \$50.00 per acre. same said defendant also has 5 head of horses worth \$250.00 11 head of sheep that he paid \$3.00 per head for a short time since and this plaintiff says they are worth \$33.00 also 10 head of hogs worth \$40.00 Farm implements worth \$15.00 also \$100.00 worth of hay also \$100.00 worth of oats & \$50.00 worth of corn & \$25.00 of wheat; all of said property on said defendant's farm in Washington Township Union County Ohio. said plaintiff says that when said defendant is served with summons in this action that he will dispose of or encumber his property so as to defeat plaintiff from obtaining alimony herein unless restrained from doing same. Wherefore plaintiff prays that she may be divorced from the defendant and that alimony for her sustenance and expenses during the pendency of the suit and that at said final hearing she may be directed reasonable alimony out of the property of said G. T. Haines and that the defendant G. T. Haines be enjoined from encumbering or disposing of said property in any way in the mean time

W. T. Hoops
Attorney for Plaintiff

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State of Ohio }
 Union County } S.S.

S. A. Haines plaintiff being sworn says the facts and allegations in the foregoing petition are as she believes true.
 Sarah. A. Haines.

Sworn to and subscribed in my presence this 25th day of July 1894
 W. M. Gray Clerk.

Order of Injunction

On the 25th day of July the following injunction was filed.

Sarah. A. Haines Plaintiff. }
 vs } Before The Probate Judge
 J. T. Haines Defendant. } No 6768.
 Motion for temporary injunction in
 The Court of Common Pleas
 Union County Ohio.

And now, on this 25th day of July 1894 came the said plaintiff by W^m J. Hooper her Attorney; and it being made to appear that there is at this time no common Pleas, Circuit, or Supreme Judge within said County, the motion of the plaintiff for a temporary injunction came on and was heard upon the petition of the plaintiff 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 J. T. Haines, from encumbering or in any manner disposing of the Property in the Petition described. as prayed for in said petition of plaintiff it is further ordered that the Clerk of the Court of Common Pleas issue summons in this case endorsed injunction allowed. It is further ordered that an undertaking in the premises be dispensed with.

James M. Campbell Probate Judge.

Order of Injunction

The State of Ohio }
 Union County } S.S.

I, James M. Campbell sole Judge and ex-officio Clerk of the Probate Court, within and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct copy of the original order of Injunction now on file in said Probate Court in the cause.

Order No 6768

Summons in Divorce.

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In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Maupville, this 26th day of July, 1894.

James M. Campbell,
Judge and ex-officio Clerk.

On the 26th day of July the following summons was issued.

The State of Ohio, | To The Sheriff of
Union County, S.S. | Union County.

You are commanded to notify G. T. Haines, that Sarah A. Haines had 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 extreme cruelty &c, and asking that she be divorced from him and that alimony be allowed her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 6th day of August A. D. 1894. Witness my signature as Clerk of said Court of Common Pleas, and the seal of said Court, at Maupville this 26th day of July, A. D. 1894.

R. M. Gray, Clerk.

Received 5 o'clock P. M. on the 26th day of July, A. D. 1894 and on the 27th day of July, A. D. 1894. I served the same by leaving a true copy thereof of this writ with the indentments thereon together with a copy of the petition at the usual place of residence of the within named G. T. Haines.

W. G. Snodgrass, Sheriff.

Sheriff's Fees.	#	
Service.		25
Copy.		15
Mileage.	6	40
Docket.		20
Return.		25
Total	7	25

Afterward on the 2nd day of October A. D. 1894 an entry was made on the Journal by the Clerk of Court.

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

Sarah A. Haines, Plaintiff, |
vs | Entry - Decree.
G. T. Haines, Defendant. |

This day this cause came on to be heard on the petition and the evidence. On consideration whereof the Court find that the plaintiff, at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same, and was

Entry
No 6768

and allegations

A. Haines.

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filed.

Summons
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Divorce.

injunction in
Ohio.

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Probate Judge.

The Probate
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cause.

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 find that due and legal notice was served on the defendant herein as required by law, and that said defendant was duly represented by counsel.

The Court further find, upon the evidence adduced, that the defendant has been guilty of extreme cruelty toward plaintiff as alleged in the second cause of her petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. - The said plaintiff dismissed the first cause of action set forth in her petition. -

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Sarah A. Haines and J. S. Haines be, and the same hereby is, dissolved and both parties are released from the obligations of the same.

The said parties having amicably settled all questions of alimony. It is ordered by the Court that said defendant pay to said plaintiff the sum of twenty five Dollars in money, and that upon such payment said plaintiff be, and she hereby is, divested of all right, title claim or demand of, in, and to any dower or other interest in or to any and all real estate owned by said plaintiff in fee, or in remainder or expectancy, it is further ordered that said defendant pay the costs herein taxed at # and execution is awarded therefor.

Brodrick for Defendant.

Attest J. N. Gosnell Clerk

Pleas continuance 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 C. Price Judge of said Court of the Term of September to wit: on the 10th day of September 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 May A. D. 1894 Belle Waters filed in the Clerk's office of the said Court of Common Pleas the following Petition against David Waters to wit:

The State of Ohio Union County S. S.

Belle Waters Plaintiff.

vs

David Waters Defendant.

To the Court of
Common Pleas.

Petition

The Plaintiff says.

that she has been a resident of the State of Ohio for more than the year last past and she is now

a bona fide resident of said County of Union, on the 4th day of July 1889, she was married to the defendant David Waters, and there has been born to said parties and the result of said marriage relation one child Lelia now in her fourth year of age.

The plaintiff has always conducted herself as a faithful wife and mother. But the defendant disregarding his duties as a husband has been guilty of extreme cruelty on and towards the plaintiff in the following particulars he has at different occasions since said marriage struck, beat and choked the plaintiff, and other wise inflicted upon her personal injury, he has on different occasions and many times used toward the plaintiff, vile obscene and profane language, he has also falsely accused the plaintiff with unfaithfulness and immoral conduct and has falsely charged her with improper intimacy with one Sheridan Scott who was a hired help of defendant

Second

The defendant has also been guilty of gross neglect of duty in refusing to provide for the plaintiff suitable clothing supplies, and has grossly withheld from the plaintiff the love and affection due her as a wife. Going to the misconduct of the defendant in the cruelty and neglect aforesaid she has been compelled to separate from him and go to her father's home, where she is now living and supporting her said child. The defendant is the owner of twenty one acres of land in Garibourne Township in said County of Union and also has one undivided interest in a tract of 71 acres in Delaware County Ohio, he is also the owner of a note secured by mortgage given by Lillie Scott to him which note called for \$500.⁰⁰ with an amount of interest not known to plaintiff. he is also the owner of four head of horses, some cattle and hogs, and farming implements

The defendant within the last few days has threatened that he would put all his property out of his hands and leave the plaintiff destitute. The plaintiff has no means of her own and support herself and her child by her labor and with the aid of her father.

The plaintiff prays that she may be divorced from the defendant and that she may have the custody and control of said child, and that she may have reasonable alimony pending suit and proper alimony on final hearing, and that pending this suit the defendant may be enjoined from selling or disposing of any of said property and for all such other and further relief as may be just and the nature of the case requires

J. L. Gamron Attorney for Plaintiff

The State of Ohio

} S. S.

Union County

Belle Waters being sworn says the facts stated in her foregoing petition are true. Belle Waters.

Sworn to before me and signed in my presence on this 10th day of May 1894.

R. W. Gray
Clerk of Court.

In Probate Court, Union County, Ohio.

Case
No 6730.

Belle Waters, Plaintiff
vs
David Waters, Defendant. } Application for Injunction
Case pending in the
Court of Common Pleas.

This day came the plaintiff above named by her Attorney, and applied for an Injunction in the above stated action, and it being made to appear that the Judge of the Court of Common Pleas is absent from said County of Union, and that the said plaintiff is entitled to a temporary order of injunction in said cause, it is ordered that an Injunction issue in said action enjoining the said defendant David Waters, from selling, or in any manner disposing of the property in the petition described until the further order of said Court; and it is further ordered that an undertaking in the premises be dispensed with.

Affidavit

James W. Campbell
Probate Judge of Union County Ohio.

Probate fees \$2.⁰⁰
due -

Petition

Provisional Injunction granted with out bond this 10th day of May A. D. 1894.

James W. Campbell
Probate Judge.

Summons
in
divorce

The State of Ohio. } To the Sheriff of
Union County O. } Union County:

You are commanded to notify David Waters that Belle Waters 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 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 May A. D. 1894. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansville this 10th day of May A. D. 1894

R. W. Gray Clerk.

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Received at 1 o'clock P.M. on the 10th day of May A.D. 1894 and on the 11th day of May A.D. 1894 I served the same by handing a true copy thereof of this writ with the endorsements thereon together with a copy of the petition to the within named David Waters personally.

Wm. G. Snodgrass, Sheriff.

Sheriff's Fee.		
Service	#	50
Copy.		15
Mileage	6	80
Return		25
Total	7.	70

The following Affidavit was filed Aug 6th. 1894.

Belle Waters Plff. } In Union County Court
 vs } of Common Pleas.
 David Waters Def. } Affidavit

Affidavit

The State of Ohio Union County S. S.
 Belle Waters plaintiff being first duly sworn says, that since filing her petition herein on the 10th day of May last she has been in feeble health and unable to perform manual labor, so as to support herself and her said child. That she has had to depend for her support and the support of her child, upon the kindness and charity of others not legally bound for her support. That she has no property or means of her own, all the accumulation of property that she and the defendant has made is still under his control and he has not contributed any thing toward the support of either the plaintiff or her said child since the petition was filed herein. The defendant is possessed of the property described in the petition and also has crops of hay, and wheat and other farm products, he is also possessed of all the household goods of plaintiff & defendant which they owned when living together and is able to contribute to the support of the plaintiff and said child the plaintiff will need considerable means to enable her to prepare her case for hearing, and both she and said child are in need of suitable clothing. And further saith not. This affidavit is made in support of a motion for an allowance of alimony pending this suit.
 Belle Waters

Sworn to before me and signed in my presence this 6th day of August 1894.

J. W. Gosnell, Clerk.

Also in the same case and at the same time came Jesse Williams who made affidavit as follows.

The State of Ohio Union County S. S.

Jesse Williams being first duly sworn deposes and says as follows. I am the father of the plaintiff Belle Waters and since she filed her petition against the defendant David Waters she and her child have both lived with me and I have provided for them the defendant has done nothing toward the support of either of them and has not offered to do any thing for them. My daughter has been sick the most of the time, and part of the time under the care of a physician. she has no means of her own, and is not provided with enough clothing for herself and child to make them

comfortable and such as would be proper for them to have. All the property accumulated by my daughter and her husband is still under his control and he has means sufficient to provide for them. And further saith not.

Jesse Williams

Sworn to before me and signed in my presence this 6th day of August 1894. J. W. Gosnell, Clerk.

On Aug. 8th the following affidavit was filed.

Belle Waters. } Court of Common Pleas
vs }
David Waters. } Union County Ohio

Affidavit

The State of Ohio Union County S. S.
David Waters being first duly sworn says that before the commencement of this action the plaintiff of her own accord left him and went to her parents where she has ever since remained and has ever since refused to allow this defendant to furnish any necessaries for herself or their said child though he has frequently offered to furnish her money or any thing else herself or said child might need - the defendant says it is not true that the plaintiff has been sick and unable to support herself if she was in situation to be compelled to support herself - that he has seen and had knowledge of the plaintiff since she left home and had no knowledge of her claim of sickness until he had read to him her affidavit herein - the defendant says he has twenty one (21) acres of land worth about nine hundred dollars on which there is an incumbrance of five hundred dollars and interest now amounting to about \$26⁰⁰

that he has a one half interest in about 30 tons of hay and a $\frac{3}{4}$ interest in 76 bushels of wheat and a $\frac{3}{4}$ interest 320 bushels of oats - that the interests in a tract of 71 acres in Delaware County Ohio named in the petition will be about 8 acres upon the death of Affiant's mother -

Affiant says he has been enjoined from selling or disposing of any of the property named in the petition and has no money now on hand and is advised and charges the same to be true that the hearing of this action will not be attended with much expense -

that the plaintiff has been without any expense to herself living with her father and Affiant is informed she will continue to live with her said father without charge or expense to herself -

Affiant is advised and charges the same to be true that the next term of said Court is now at hand and will convene September 10th 1894

that Affiant owes of other debts besides the foregoing named as follows. Geo. C. Warren #175⁰⁰ Goodman and Thornhill #30⁰⁰ Bank of Richwood #70⁰⁰ his mother Eliza Waters #70⁰⁰ L. Bowet #15⁰⁰ Total #460⁰⁰

No 6730.

Affiant says he will be greatly inconvenienced by the order to be made herein and will need time in which to comply with whatever order may be made and further Affiant saith not.

David Waters

Sworn to before me and signed in my presence This 7th day of August 1894

J. H. Mallar, Notary Public.

June 20th 1894 the following answer was filed

Belle Waters, Plaintiff, } Court of Common Pleas
vs }
David Waters Defendant. } Union County Ohio.
Answer.

The defendant now comes and for his answer herein says, he admits that the plaintiff is a bona fide resident of said County of Union and that she and the defendant were married as alleged, and that said child Lelia Waters was born of said marriage.

This defendant denies each and every other allegation certified in said petition.

D. W. Ayers.

State of Ohio Union County, S. S.

David Waters being first duly sworn says the facts stated and allegations containing in his foregoing answer are as he believes true

David Waters.

Sworn to before me and signed in my presence This 20th day of June 1894.

R. M. Gray Clerk of Court.

Belle Waters, } No 6730.
vs }
David Waters, }

This day came this cause on to be heard upon the application of the plaintiff for alimony pending this suit.

On consideration whereof the court being fully advised in the premises sustains the said application and it is ordered by the court that the defendant pay to the plaintiff as her alimony pending this suit the sum of seventy five dollars \$37.⁵⁰ on or before the first day of September 1894 and \$37.⁵⁰ on or before the 20th day of September 1894 and in default of payment execution is awarded.

John C. Price Judge.

Approved August 10th 1894.

No 6730.

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Afterward on the 28th day of September A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Entry

Belle Waters.

vs

No 6730.

No 6730.

David Waters.

This day came the parties and submitted this cause to the Court upon the pleadings and evidence. On consideration whereof the Court find that the plaintiff has been a resident of the County of Union and State of Ohio for more than the year last past. And that she was married and a child was born to them as stated in her petition.

The Court finds that the defendant has been guilty of extreme cruelty and gross neglect of duty as stated in her petition. And that by reason thereof the plaintiff is entitled to a divorce. It is therefore adjudged and decreed by the Court that the marriage relation heretofore existing between said parties and the same is dissolved and wholly annulled and both parties released from the obligations of the same. The Court further finds that the parties have entered into a written agreement as to the alimony to be allowed the plaintiff and the custody and nurture of said child, which agreement is found to be just and reasonable, and the same is approved by the Court and ordered to be recorded as a part of this decree and the defendant stands charged with the full performance thereof. And it is ordered by the Court that the custody of said child be and the same is confided to the plaintiff but she is to permit the defendant to visit it at reasonable times.

Continued to Page 418.

Attest J. N. Gornell Clerk

Pleas continuance and held at the Court House in Mansfield within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of Said Court of the Term of September Term on the 10th day of September in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that heretofore to wit, on the 17th day of May 1894. A. D.: Martha E. Hill filed in the Clerks office of the Said Court of Common Pleas the following petition against Isaac W. Hill to wit:

Petition

Martha E. Hill Plaintiff.

vs

Isaac W. Hill Defendant.

Court of Common Pleas

Union County Ohio

Petition

The plaintiff Martha E. Hill resident of Union County says that she has been a resident of the State of Ohio for the last twenty years and is now a bona fide resident of the Said County of Union. The plaintiff says that on or about the 4th day of February 1873 in the County of Union and State of Ohio she was lawfully married to Israel C. Hill the defendant in this action - and no children was born to them during their wedded life - The plaintiff further says she ever since conducted herself toward the defendant Israel C. Hill as a faithful and obedient wife. The plaintiff further avers that the said defendant, disregarding marital duties has been willfully absent for more than three years last past without any cause or justification therefor on the part of the plaintiff. The plaintiff further says that the defendant Israel C. Hill left on the 13th day of November 1890 - without cause or provocation and made no provision or care for her maintenance and that she has not heard any word or information of his whereabouts since he left and that now she has no knowledge of his residence or post office address. The plaintiff further says - that she owns and has in her own right the following property which was purchased and paid for by the money of plaintiff - to wit: - Being in survey No 2991 in Jerome Township Union County Ohio Beginning at a stone in the S. W. corner to the Holman Lot. Thence N 8²/₄₀° E 6 poles to a stone - Thence S 8° E 15 poles to a stone - Thence S 2³/₄₀° W 4 poles Thence N 15 poles to place of beginning containing 2 acres more or less - Also in same survey Beginning at the N. W. corner of lot No 28 in the village of Frankfort - Thence S 8° E 11 poles & 14 1/2 links to a stone - Thence S 82 1/2° W 15 poles - Thence at 8° W 11 poles & 14 1/2 links to a stone - Thence S 2 1/2° E 15 poles to place of beginning being some property conveyed to plaintiff by James Mitchell by deed of general warranty March 18th 1886. Recorded in Book 59 page 604 of Records of deeds Union County Ohio.

The plaintiff therefore prays that any rights the same defendant Israel C. Hill may have in the above described property may be decreed to plaintiff - and that the said defendant may be decreed to pay the said plaintiff reasonable alimony and that she may be divorced from the said defendant Israel C. Hill, and for such other and further relief as the equity of the case may demand.

Robinson & Woodburn Attys for Plaintiff

The State of Ohio Union County S. S.

Martha E. Hill being duly sworn says that the facts and allegations stated in her foregoing petition are true as she verily believes.

Martha E. Hill

Sworn to before me and signed in my presence this 17th day of May 1894.

R. W. Gray Clerk of Court.

Legal
Notice.

Israel C. Hill, whose residence is unknown, will take notice that on the 17th day of May 1894, Martha C. Hill filed her petitions in the Court of Common Pleas of Union County, Ohio, against the said Israel C. Hill, praying for a divorce from said defendant, on the ground of wilful absence for more than three years, and for reasonable alimony, and for the restoration of all her land, as prayed for in her petition, and will be for hearing after six weeks from the first publication of this notice.

Robinson & Woodburn, Attorneys for Plaintiff.

May 23rd 1894.

The State of Ohio.

S. S.

Union County.

The undersigned, being duly sworn, says that a copy of the annexed Notice was published for 6 consecutive weeks in the Maupsville Tribune a newspaper of general circulation in the County of Union, the first publication beginning with May 23rd 1894

W. C. Shearer.

Sworn to and subscribed before me, this 2nd day of July 1894.

R. M. Gray Clerk.

Printer's Mark #400.

Afterward on the 24th day of September A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Entry

Martha C. Hill.

v. s.

No 6733.

Israel C. Hill.

Now come the plaintiff, and the defendant having been duly served with summons and a copy having been legally summoned by publication, and having failed to appear, the Court find he is in default for answer and demurrer to said petition, and find the allegations there 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 the 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 wilful absence for over three years from filing of petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Martha C. Hill and Israel C. Hill be and the same hereby is dissolved and both parties are released from the obligations of the same. And the Court further find that the plaintiff is the owner in fee simple of the following described real estate to wit: Being in Survey No. 2991 in Jerome Township Union County Ohio - Beginning at a stone in the

S. W. corner to The Holmane Lot = Thence $8^{\circ} 20'$ E 6 poles to a stone = Thence 8° E 15 poles to a stone thence $82^{\circ} 3/4'$ W 4 poles thence N 15 poles to the place of beginning containing $1/2$ acre more or less = also in same survey Beginning at the S. W. corner of Lot No 28 in the Village of Frankfort = Thence 8° E 11 poles & $14 1/2$ links to a stone for the place of beginning, Thence 8° E 11 poles & $14 1/2$ links to a stone = Thence $82^{\circ} 1/2'$ W 15 poles = Thence 8° W 11 poles & $14 1/2$ links to a stone = Thence $82^{\circ} 1/2'$ E 15 poles to place of beginning. being some property conveyed to plaintiff by James Mitchell by deed of general warranty March 18th 1886 recorded in Book 39 Page 604 of records of deeds Union County Ohio - and the same is therefore restored to her, divested of all and every claim, title and interest of her said husband and forever barred from any rights of dower in same -

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony the sum of three hundred dollars down to plaintiff - And the same is hereby made a lien upon all the real estate of the said defendant or any interest he may have in any real estate in said County of Union - and in default of any such payment for three days execution is allowed to issue therefor it is further ordered plaintiff pay the costs in this action.

Attest J. N. Gornell Clerk

Pleas continuance and held at the Court House in Mansfield 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 W. Price, Judge of said Court of the Term of September Term on the 10th day of September in the Year of Our Lord one thousand eight hundred and ninety-four -

Be it remembered that heretofore to wit: on the 7th day of July A. D. 1894 Minnie J. Liggitt filed in the Clerk's office of the said Court of Common Pleas the following petition against Ezra L. Liggitt to wit:

Minnie J. Liggitt, Plaintiff.		Court of Common Pleas
Against		Union County Ohio.
Ezra L. Liggitt, Defendant.		Petition

The plaintiff says: That she has been a resident of the State of Ohio for more than one year last past, and is at present a bona-fide resident of said County of Union.

That on or about the 22nd day of October 1891, in Mitchell township, in the County of Union, and State of Ohio, she was married to the defendant Ezra L. Liggitt; and she has ever since conducted herself toward the said Ezra L. Liggitt as a loving, faithful, and

obedient wife. But the defendant Ezra L. Liggitt wholly regardless of his marital duties as a husband has been guilty of gross neglect of duty toward the plaintiff, in this: that he has entirely neglected and refused to maintain plaintiff, or to furnish her with any food or clothing, or any means whatever to procure the same. And the said defendant ever since their said marriage has neglected and refused to live with her as her husband, or even to recognize her as his wife. And at the date of their marriage he wholly abandoned her without any cause therefor:

The plaintiff says that she had by said defendant one child named Madge who was born on the 11th day of March A. D. 1892 and who is now in her third year. The plaintiff prays that she may be divorced from the said Ezra L. Liggitt; and that the custody of said child may be decreed to her; and the plaintiff prays that the defendant may be decreed to pay her reasonable alimony for the support of her self and her child, and that she may have such other and further relief to which is law or equity she may be entitled to.

Porter & Porter, Attorney for Plaintiff.

Minnie J. Liggitt being sworn makes oath that facts stated in the foregoing petition are true, as she believes.

Minnie J. Liggitt.

Sworn to by Minnie J. Liggitt before me, and signed by her in my presence this 7th day of July A. D. 1894.

Childing A. Thompson, Notary Public.

To the Clerk:

I drew a summons to the sheriff of Union County, commanding him to serve upon defendant said summons, together with a copy of the petition, entitled "Petition for divorce and alimony."

Porter & Porter.

Attorney for Plaintiff

July 7th 1894.

Summons
in
Divorce.

The State of Ohio.

Union County S. S.

To the Sheriff of
Union County:

You are commanded to notify Ezra L. Liggitt, that Minnie J. Liggitt, 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 negligence & desertion, and asking that she be divorced from him and that alimony be allowed her and for other proper relief. said petition will stand for hearing during the term of said Court next ensuing and six weeks from and after the service of this writ, you will make due return of this summons on the 14th day of July A. D. 1894. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Maupville this 7th day of July A. D. 1894.

R. M. Gray, Clerk.

Summons
in
Divorce.

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Sheriff

Entry
No 6762.

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Common Pleas,
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Sheriff's Fees.		\$	¢
Copy		15	
Mileage	1	60	
Return			25
Total		2.	00

Received 1 o'clock P.M. on the 9th day of July A. D. 1894 and on the _____ day of _____ A. D. 1894 I served the same by _____ a true copy thereof The defendant Ezra L. Liggitt not found.
Wm. H. Snodgrass Sheriff.

Summons
in
Divorce.

The State of Ohio. | To the Sheriff of
Union County S. D. | Delaware County.

You are commanded to notify Ezra L. Liggitt that Minnie J. Liggitt 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 negligence and asking that she be divorced from him and that she have 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 30th day of July A. D. 1894. Witness my signature as Clerk of our said Court of Common Pleas and the seal of said Court, at Mansfield this 16th day of July A. D. 1894.

R. M. Gray, Clerk.

Sheriff's Fees.		\$	¢
Service		30	
Copy		25	
Mileage		96	
Docket & Index		40	
Return			25
Total		2.	16

Received 10 o'clock A.M. on the 18th day of July A. D. 1894 and on the 18th day of July A. D. 1894 I served the same by delivering to Ezra L. Liggitt personally a true copy thereof together with a certified copy of the petition.

Thomas R. Griffith Sheriff.
By John D. Griffith Deputy.

Entry
No 6762.

Minnie J. Liggitt. | Entry
vs. | No 6762.
Ezra L. Liggitt.

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear the Court find the defendant Ezra L. Liggitt in default for answer and demur to said petition, and find that the allegations thereof are confessed by said Ezra L. Liggitt 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 had 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 Minnie J. Liggitt and Ezra L. Liggitt be and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the custody, care, education, and control of the said child of the parties hereto be confided to the said Minnie J. Liggitt exclusively - And the said Ezra L. Liggitt is hereby enjoined from interfering in any manner with said child, or with said Minnie J. Liggitt in her custody of it and from visiting said child until further order of the Court.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money the sum of three hundred dollars.

It is further ordered and considered by the Court that after said Minnie J. Liggitt recovers from the said Ezra L. Liggitt her costs herein expended, and execution is awarded.

Porter & Porter.

Attest J. M. Cornell Clerk

Pleas continuance 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 Term, on the 10th day of September in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that heretofore to wit on the 30th day of June, A. D. 1894 Lenora Boyel filed in the Clerk's office of the Said Court of Common Pleas the following Petition Against Linn G. Boyel to wit:

Lenora Boyel Plaintiff. vs Linn G. Boyel Defendant.	To the Court of Common Pleas of Union County Ohio.
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The Plaintiff says:

that she has been a resident of the State of Ohio for more than the year last past and she is now a bona fide resident of Said County of Union. On the 8th day of February 1893 she was married to the defendant and on the 26th day of November 1893 a child was born to them which child is named Maxwell Boyel and he is supported and cared for by the plaintiff. The defendant in disregard of his duties as a husband has been guilty of gross neglect of duty in this - shortly after said marriage he began frequenting saloons and drinking places and would remain away from home drinking intoxicating liquors

Petition
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to excess, and would neglect his duties, and not try to support the plaintiff and said child. After said child was born and while it required greatest care the defendant would remain away from home drinking, leaving the plaintiff alone with her child and wholly neglecting to aid plaintiff in any way. Defendant also neglected to provide the plaintiff with suitable food or clothing, and finally about the first day of last January he went away leaving the plaintiff alone with her child and she went to her parents and has since lived with them and supported herself by her labor wherefore the plaintiff prays that she may be divorced from the defendant and that the custody and control of said child may be decreed to her and for all proper relief.

Garnon and Garnon, Attorneys for Plaintiff.

Summons
in
Divorce,

The State of Ohio,
Union County, S.S.

To the Sheriff of
Champaign County.

You are commanded to notify Linn Boyd, that Lenora Boyd has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio a petition (a true copy of which is herewith delivered to you to be served on him charging him with Drunkenness and neglect and asking that she be divorced from him and that custody and control of child be given her and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 9th day of July, A. D. 1894. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield Ohio this 30th day of June, A. D. 1894

R. M. Gray, Clerk.

Sheriff's Fees.	A	¢
Service	50	
Copy	12	
Mileage	5	12
Docket	10	
Return	25	
Postage	02	
Total	6	11

Received 10 @ check C. M. on the 1st day of July A. D. 1894 and on the 7th day of July A. D. 1894 I served the same by handing Linn Boyd a true copy thereof with all of the endorsements thereon and at the same time I served him with a copy of the petition filed in this case furnished me by the Clerk of Common Pleas of Union County Ohio.

R. N. Miller Sheriff.
W. B. Saxbe Deputy.

Afterward on the 24th day of September A. D. 1894 an entry was made on the Journal by the Clerk of the Court:

Entry.

Lenora Boyd Plaintiff.
vs
Linn Boyd Defendant.

This cause coming on for a hearing was submitted to the Court upon the pleadings and evidence: on consideration whereof the Court find the plaintiff at the time of filing her petition had been a resident of the state of Ohio.

for one year last past and was at that time a bona fide resident of this County of Union and that the parties were married as in said petition set forth the Court further finds 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 Lenora Boyd and Linn G. Boyd be, and the same hereby is, dissolved, and both parties are released from any obligation of the same. It is further ordered that the custody, care, education, and control of the child named in petition to wit Maryell Boyd be certified to the said plaintiff exclusively.

Plas continuance and hold at the Court House in Mansville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of Said Court of the Term of September to wit: on the 10th day of September in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that heretofore to wit: on the 30th day of August, A. D. 1894. James Gutler filed in the Clerk's office of the said Court of Common Pleas the following Petition Against Eva M. Savage et al to wit:

Petition.

James Gutler, Plaintiff
vs.
Eva M. Savage,
D. A. Savage
and S. Taylor, Defendants.

In Court of Common Pleas,
Union County Ohio

Petition

The Plaintiff for his cause of action herein says:

There is due him from defendants the sum of Two Hundred and Twelve and ⁵⁰/₁₀₀ Dollars (\$212 ⁵⁰/₁₀₀) which he claims, with interest at six per cent per annum from June 15th 1893, when a certain promissory note of which the following is a true copy:

June 15th 1893.
Nine months after date we promise to pay to the order of William Williams, or bearer, Two Hundred and Twelve + ⁵⁰/₁₀₀ Dollars at 6% from date, value received.

Eva M. Savage,
D. A. Savage,
S. Taylor,

There are no credits on said note.

Wherefore Plaintiff asks judgment against said defendants for the sum of \$212 ⁵⁰/₁₀₀ with interest thereon from said

Summons
No 6789.

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15th day of June A. D. 1893. and for costs.

J. S. Millar Atty for Plf.

Summons
No 6789.

The State of Ohio.

Union County.

To the Sheriff of Union County.

You are hereby commanded to notify Eva M. Savage, D. A. Savage and S. Taylor, that they have been sued by James Gutler in The Court of Common Pleas of Union County, and must answer by the 29th day of September, A. D. 1894 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 10th day of September A. D. 1894. Witness my hand and The seal of Said Court, this 30th day of August A. D. 1894.

J. N. Gosnell Clerk,
By J. C. Gosnell Deputy.

The State of Ohio.

Union County.

Sheriff's Return.

Sheriff's Fees.	#	¢
Service Return		60
Mileage	2	40
Copy.		45
Total	3.	35

Received this writ August 31st A. D. 1894 at 10 o'clock A. M. and served same by delivering a true copy of this writ with the indorsements thereon to the within named S. Taylor personally on the 7th day of September 1894 Eva M. Savage & D. A. Savage not found.

Wm. A. Snodgrass Sheriff.

Entry.

James Gutler Plaintiff.

vs.

Eva M. Savage et al. Def^t.

Court of Common Pleas.

Union County Ohio.

Entry.

Now comes The Plaintiff by his Attorney and The Defendant S. Taylor having been duly served personally with summons and being in default for answer and demurrer, the Court finds that the allegations of The petition are confessed by him to be true, and that he is indebted to Plaintiff in the sum of 229⁰⁰ It is therefore considered by the Court that Said Plaintiff, James Gutler, recover from the defendant S. Taylor the said sum of 229⁰⁰ and his costs herein expended

Attest J N Gosnell Clerk.

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M. Savage.
A. Savage.
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The undersigned, being duly sworn, says that a copy of the annexed notice was published for 6 consecutive weeks in "The Mansfield Tribune" a newspaper of general circulation in the County of Union, The first publication beginning with July 25th 1894

W. Q. Shearer.

Sworn to and subscribed before me, this 24 day of September 1894, (Printers Fees \$4.00)

J. N. Gosnell Clerk.

Entry
No. 6765.

Nancy Grunrod

vs.

Thomas Grunrod

Now comes the plaintiff, and the defendant having been legally served by publication and having failed to appear the Court find he is in default for answer and demurs 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 past and was at the time a bona fide resident of the 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 willful absence for over three years from filing of petition, and that by reason thereof the plaintiff is entitled to a divorce as prayed for - It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Nancy Grunrod and Thomas Grunrod be and the same hereby is dissolved, and both parties are released from the obligations of the same - It is further ordered that the custody care education and control of said children of the parties, as mentioned in petition viz - Ethel Grunrod, Lester Grunrod, William Grunrod, Jesse Grunrod, Fred Grunrod, & Paul Grunrod, until further order conferred to the plaintiff exclusively - and the defendant is hereby enjoined from interfering in any manner with either of said children or with the plaintiff in her custody of them. It is further ordered plaintiff pay the costs.

Attest J. N. Gosnell Clerk

Pleas continuance and held at the Court House in Mansfield 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 W. Price Judge of said Court of the Term of September to wit: on the 10th day of September in the year of Our Lord one Thousand eight hundred and ninety-four.

Be it remembered that heretofore to wit, on the 3rd day of January the following amended answer was filed:

Petition
No 6476

Robert. E. Robinson. Plff.
vs.
Elijah Mitchell. Deft.

Court of Common Pleas.
Union County Ohio.

Amended Answer.

Now comes the defendant Elijah Mitchell by leave of Court first had says that he admits that said cause came into this Court by appeal and that the note sued on in this case was executed by the defendant. But denies that he is indebted on said note as alleged in the petition.

2nd Cause of Defense.

Defendant says by way of second cause of defense that at the time of the execution of said note - It was then agreed between the parties that said plaintiff should take and hold a certain ladies Gold watch and chain the property of said defendant as a collateral security for the payment of said debt and it was then agreed that the value of said watch and chain was one hundred dollars: Plaintiff took possession of said watch and immediately applied it to his own use at the time of taking the same on March 26th 1891; and has at no time notified said defendant to redeem the same nor tendered the same to the defendant for his redemption: Said plaintiff is therefore indebted to the defendant in the sum of one hundred dollars with interest from March 26th 1891. Defendant further says that at the date of the execution of said note said plaintiff deducted therefrom 18 percent interest that said interest was usurious, and there is due thereon from said plaintiff the sum of four dollars usurious interest. Defendant therefore prays judgment against said plaintiff for said sum of one hundred & four dollars with interest from 26th day of March A. D. 1891. Less said note of the value of ninety six dollars and for all proper relief in the premises

Kennedy & Kelleher Attys for Deft -

State of Ohio
Union County. | S. J.

Elijah Mitchell the above named defendant swears that the facts stated in the foregoing answer are true as he verily believes.
Elijah Mitchell.

Sworn to before me by said Elijah Mitchell and signed in my presence this 8th day of December. A. D. 1893.

J. H. Gilton
Notary Public

Reply.

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Filed June 3rd. The following reply.

Robert. E. Robinson Plff. vs. Elijah. Mitchell Def't.	In Union County Court of Common Pleas.
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Reply.

The plaintiff for reply to the amended answer of the defendant says: That at the time of making the loan to the defendant for which the note in the petition named was given, the plaintiff had his money invested and did not wish to withdraw it but defendant importuned him to do so and agreed to pay the interest named in the note, and the defendant offered the plaintiff his watch, not as security for the loan but as security that he would pay the interest and not secure the watch as security but finally bought it of defendant for one dollar which plaintiff then paid; (Plaintiff says that while the sale of said watch was absolute and was paid for at the time yet plaintiff intended to return it to the defendant if he paid the note and interest as he agreed) the plaintiff denies each and every allegation and argument in the amended answer contained and not herein set forth. The plaintiff says no value was fixed upon said watch other than the one dollar paid for it and plaintiff is still ready, able and willing to return said watch, when said note is paid and therefore plaintiff prays as he has always prayed for judgment as asked in his petition.

J. L. Gamrow. Attorney for Plaintiff.

The State of Ohio. Union County.	S. S.
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J. L. Gamrow being first duly sworn says, he is the Attorney for Plaintiff duly authorized in the premises, the plaintiff is now absent from said County of Union and affiant believes the statements and allegations made in the foregoing reply to be true.

J. L. Gamrow.

Sworn to before me and signed in my presence this 3rd day of January 1894.

R. M. Croy. Clerk of Court.

Robert. E. Robinson Plff. vs. Elijah Mitchell. Def't.	Union County Court of Common Pleas.
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Motion to reply.

1st. Now comes the defendant and moves the Court to strike out all of said reply beginning at the first word "That" in the first line and ending at the word usury in the 10th line of said reply, the same being redundant irrelevant & against public policy.

2nd The defendant further moves The Court to strike out all of that part of the second clause of said reply beginning at the word plaintiff in the first line of said second clause of said reply and ending at the word agreed in the fifth line of said second clause of said reply as the same is redundant and irrelevant and incumbers the record.

J. M. Kennedy ^{and} A. H. Kelleprath
Attorneys for Defendant.

The following demurrer was filed January 14th 1894.

Demurrer. Robert E. Robinson, Plff. | Union County Ohio.
vs. Elijah Mitchell, Def't. | Court of Common Pleas.

Demurrer to Third Clause of Reply.

Now comes the defendant and demurrer to Third clause of plaintiff's reply on the ground that it is insufficient in law upon its face.
Kennedy and Kelleprath,
Attorneys for Defendant.

Afterward on the 24th day of January A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Entry No 6476. Robert E. Robinson, | No 6476.
vs. Elijah Mitchell.

This day this cause came on for hearing of the motion to strike from 1st & second clause of reply in this case and also an demurrer to 3rd clause of said reply and the Court being fully advised in the premises do sustain said motion and overrule the demurrer.

Afterward on the 24th day of September A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Entry No 6476. Robert E. Robinson, | No 6476.
vs. Elijah Mitchell.

This day came the parties and their Attorneys, and settled this cause in open Court and by the consent and agreement of the parties the defendant agrees that judgment shall be entered against him upon the note in the petition described, in the sum of ninety five dollars with 6% from July 26th 1891 = and for cost of suit and the plaintiff agrees to accept = said sum interest and cost fine of said note and by like agreement in open Court judgment is to be entered as of this note. It is therefore considered, ordered and

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Petition.
No. 6756.

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Sworn to by said A. S. Morquidge before me and signed by him in my presence this 2nd day of July 1894.

Jno. G. Griffith, Notary Public.

Gluck:

Issue summons to sheriff of Union County Ohio for within named Defendants; returnable according to law. Indorse money only. Amount Claimed \$1223⁷⁵/₁₀₀ @ 8% int. payable annually from June 18th 1892.

John. M. Broderick Attorney for Plaintiff.

Summons.

The State of Ohio.

To the Sheriff of Union County.

Summons
No 6756.

Union County.

You are hereby commanded to notify John. F. Mc Gullough and A. H. Mc Campbell that they have been sued by A. S. Morquidge in the Court of Common Pleas of Union County, and must answer by the 4th day of Aug. A. D. 1894 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 July A. D. 1894. Witness my hand and the seal of said Court. This 2nd day of July. A. D. 1894.

R. Mc Croy, Clerk.

The State of Ohio.

Sheriff's Return.

Union County.

Sheriff's Fees.	H	¢
Service return		65
Milage	2	16
Copy.		30
Total	3	11

Received this writ July 2nd A. D. 1894 at 10 o'clock P. M. and served same by delivering a true copy of this writ with the indorsements thereon to the within named A. H. Mc Campbell personally and to John. F. Mc Gullough by leaving a copy of this writ at his usual place of residence on the 6th day of July 1894.

William J. Snodgrass, Sheriff.

The following answer of A. H. Mc Campbell was filed September 10th 1894.

A. S. Morquidge

Court of Common Pleas.

vs.

Union County Ohio.

John. F. Mc Gullough et al.

Answer.

The said A. H. Mc Campbell one of the defendants says he signed the note in the petition described without any consideration to him but simply & solely as surety for said John. F. Mc Gullough & therefore avers that if judgment be rendered for plaintiff that the Journal entry certify that he is surety & that the effects of the principal debt be first exhausted.

Robinson & Woodburn

Attorney for A. H. Mc Campbell.

No 6756.

Entry
No 6756.

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September 10th 1894

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T. M. Gullough
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M. Campbell

No 6756.

Entry
No 6756.

The State of Ohio }
Union County } S.S.

C. H. M. Campbell being duly sworn deposes and says the allegations
of the foregoing answer are as he believes true.
Sworn to before me & signed in my presence This day of Sep 1894.

Afterward on the 15th day of September A. D. 1894 an entry was made
on The Journal by The Clerk of The Court.

In The Court of Common Pleas of Union County Ohio.

C. S. Morquidge }
vs. } Entry.
John F. M. Gullough }
C. H. M. Campbell. }

This day this cause came on for hearing on the
petition of the plaintiff. and the defendants being in default for
answer or demurrer to said petition, the Court find the allegations therein
conferred by them to be true. The said Defendant C. H. M. Campbell
having filed an answer setting up that he was surety only on said note.
The Court find that said allegation in said answer is true.
It is therefore considered and adjudged by the Court that said
plaintiff recover of said defendant John F. M. Gullough as principal and
C. H. M. Campbell as surety the sum of One thousand Five Hundred and
seventy four ^{and 50}/₁₀₀ Dollars (\$1574.⁵⁰) - The Amount which the Court
finds to be due as principal and interest up to September 15th 1894
with eight per cent. interest therein from September 10th 1894 and
the costs herein taxed to # and execution is awarded therefor
Brodwick for Plaintiff.

Attest J. N. Gornall Clerk



Please Continuance and held at the Court House in Marysville within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honourable John C. Price Judge of Said Court of the Term of September to wit. on the 18th day of September in the year of our Lord One Thousand eight hundred and ninety-four.

Be it remembered that heretofore to wit on the 25th day of August A. D. 1894 The Richwood Union School Board of Richwood Union County Ohio filed in the Clerk's office of the Said Court of Common Pleas the following Petition against Mary Thornton ^{and} Charles Thornton, her husband, George Gill & Harry Gill minors over 14 years of age. - Chauncy Gill Edna Gill ^{and} Nellie Gill minors under 14 years of age. to wit:

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

Petition
No 6787.

The Richwood Union School Board, of Richwood, Union County Ohio Plaintiff.

vs.

Mary Thornton ^{and} Charles Thornton, her husband, George Gill & Harry Gill, minors over 14 years of age
Chauncy Gill, Edna Gill and Nellie Gill - minors under 14 years of age; Defendants.

Petition.

Plaintiff is a body corporate duly organized under the laws of Ohio, and is the owner in fee simple and in possession of the following real estate - Being all of Tract No 616 in the Town of Richwood Union County Ohio, as shown by plat book No 1 - page 181 in Recorder's office of Union County, Ohio - to which reference is made for a more complete description.

The defendants claim an interest therein adverse to plaintiff's rights by reason of the following facts:

On or about the 4th day of April 1868, Joshua S. Gill became the owner of said premises by purchase on or about the 9th day of March 1880. Said Joshua S. Gill died intestate, leaving L. Frank Gill and others as his heirs at law. On or about the 28th day of Jan 1887, Said L. Frank Gill died intestate leaving the defendants herein his only children and heirs at law.

But plaintiff alleges that on or about the 1869 day of 1869 Said Joshua S. Gill and Eliza A. G. Gill, his wife, executed and delivered to the Richwood Union School Board of Richwood, Union County Ohio, plaintiff herein - a deed of general warranty conveying said premises to Said School Board in fee simple but that afterwards, viz: on or about the 6th day of Nov 1892 said deed was destroyed by fire, without fault of plaintiff and that said deed has never been recorded in this County.

Summons
No 6787.

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Plaintiff. Therefore, prays, that said claim of defendants may be adjudged null and void, and plaintiffs title quieted, and for such other relief as is proper.

State of Ohio. | J. L. Jolliff & J. C. Griffith
Union County. | Attorneys for Plaintiff.
S. S.

H. H. Thornhill, being duly sworn says he the President of The Richwood Union School Board - plaintiff herein, and that he believes the allegations in the foregoing petition are true.

Sworn to and subscribed before me this 25th day of August A. D. 1894.
R. H. Cook Notary Public.

Receipts.

To the Clerk:

Issue summons in this case - directed to the sheriff of Marion County Ohio, for all the defendants herein - returnable according to law. - Indorse - Action to quiet title -
J. C. Griffith, Attorney for Plaintiff.

Summons.

The State of Ohio. | To the Sheriff of
Union County. | Marion County.

Summons
No 6787.

You are hereby commanded to notify Mary Thornton & Charles Thornton her husband, George Gill & Harry Gill - minors over 14 years of age - Chauncy Gill, Edna Gill and Nellie Gill - minors under 14 years of age that they have been sued by the Richwood Union School Board of Richwood, Union County Ohio, in the Court of Common Pleas of Union County, and must answer by the 22nd day of September A. D. 1894 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 third day of September A. D. 1894. Witness my hand and the seal of said Court, this 25th day of August A. D. 1894.

J. N. Gosnell, Clerk.

The State of Ohio. | Sheriff's Return.
Marion County. |

Sherriff's Fee.	#	¢
Serv ^{ce} return	1	54
Additional SD's		
Mileage	1	28
Copy.	1	44
Total	4	26

Received this writ August 27th A. D. 1894 at 9 o'clock A. M. and served same August 29th 1894 by delivering a true and certified copy of this summons with the endorsements thereon to Charles Thornton - personally - and by leaving a copy as aforesaid at the usual place of residence of Mary Thornton Harry Gill, George Gill Chauncy Gill Edna Gill and Nellie Gill - The minors under the

in Maryville
Judicial
Ohio before
the Term of
year of our
25th day of
of Richwood
said
Mary
Harry Gill
Nellie Gill
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of plaintiff
this County.

Age of 14 years, having no guardian or Father living Thereupon I delivered a copy as aforesaid to Matilda Gill, Mother of the within named minors - S. B. Rice, Sheriff.

Afterward on the 4th day of October A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

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

Entry No. 6787.

Richwood Union School Board, of Richwood, Union County Ohio. - Plaintiff.

vs.

Mary Thornton et al - Defendants. -

Entry.

It appearing to the Court that the defendants, Chauncy Gill, Edna Gill and Nellie Gill, are minors under the age of fourteen years, and have been duly and legally served with summons herein and that George Gill and Harry Gill - defendants herein are of the age of fourteen years and over, and have neglected, for twenty days from return of summons served upon them, to apply for a guardian ad litem, on motion of plaintiff, Elias Kyle is hereby appointed guardian for the suit, for said minor defendants and now comes the said, and in open Court accepts said appointment.

On October 4th 1894 the following answer was filed.

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

Answer No. 6787.

Richwood Union School Board, of Richwood, O. Plff

vs.

Mary Thornton, et al Defendants.

Answer by Guardian Ad Litem.

Chauncy Gill, Edna Gill, Nellie Gill, George Gill, and Harry Gill - minor defendants, by Elias Kyle, 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.

Elias Kyle,

Afterward on the 4th day of October A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

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

Entry No. 6787.

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Entry
No. 6787.

The Richwood Union School
Board, of Richwood, Union
County Ohio - Plaintiff,

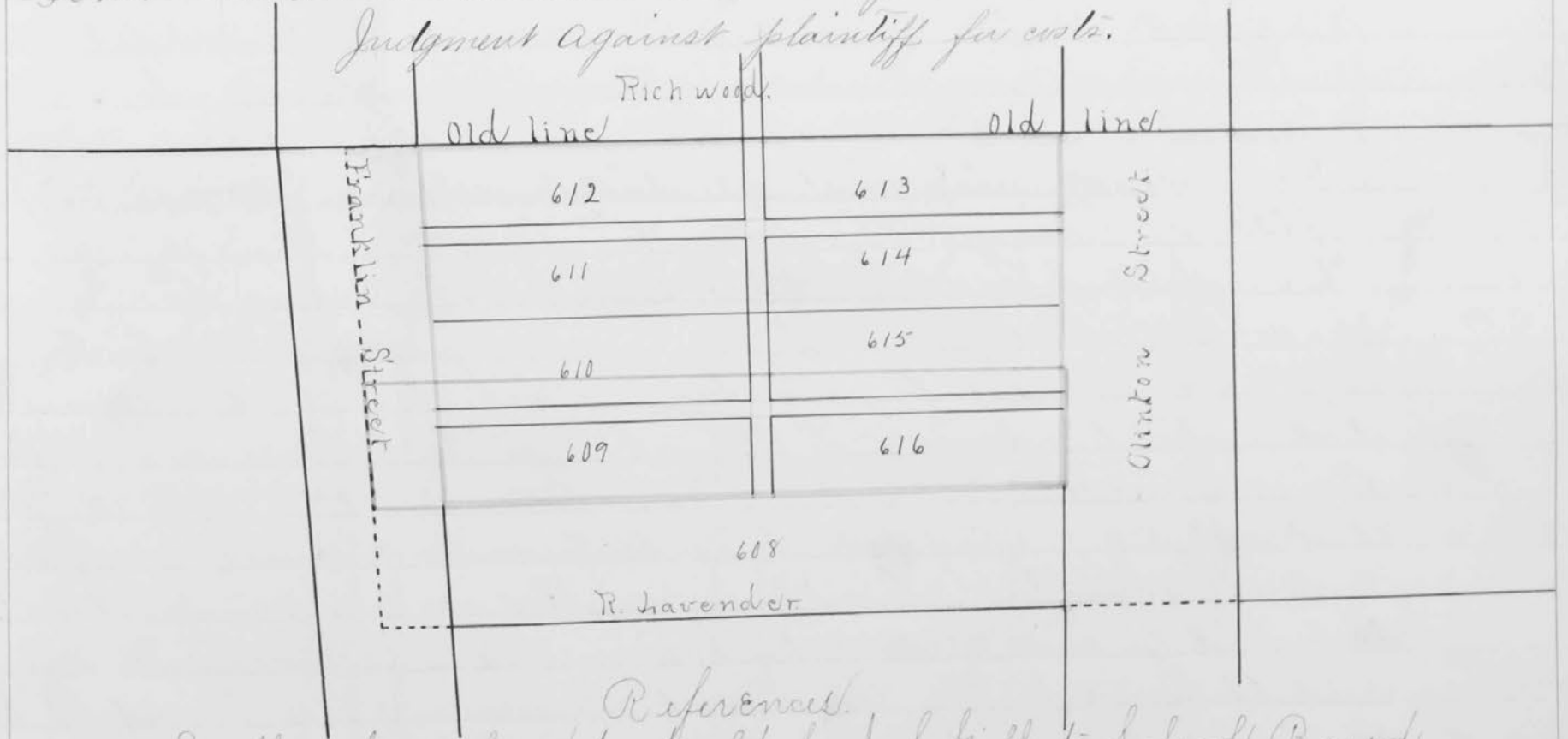
v.

Mary Thornton et al -
Defendants.

Entry.

This cause coming on this day for hearing was submitted to the Court upon the pleadings and the evidence and on consideration thereof the Court find on the issue joined for the plaintiff - the Court further find that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition, and had the legal estate in and was entitled to the possession of the same; that neither the defendants nor any one of them, have any estate in, or are entitled to the possession of said real estate, or any part thereof, and that the plaintiff ought to have their title and possession quieted as against each and every one of said defendants, as prayed for in the petition herein; It is therefore, ordered, adjudged and decreed, that the title and possession of the said Richwood Union School Board, of Richwood Union County Ohio - to all and singular the premises in the petition described, to wit - All of In Lot No. 616 in the Town of Richwood Union County Ohio - as shown by Plat Book No 1 page 181 in Recorder's office of Union County Ohio - to which reference is made for a more complete description - 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 Richwood Union School Board, or its successors assignees. Hence

Judgment against plaintiff for costs.



Reference.

Yellow line shows part sold by J. L. Gill to School Board.

Green line shows the lands subdivided by the Richwood School Board and Lots No 609 & 616. &c.

Please continuance and held at The Court House in Mansville within and for The County of Union in The Sixth Judicial District of The Court of Common Pleas of The State of Ohio before The Honorable John A. Price, Judge of said Court of The Term of September to wit on the 10th day of September in The year of Our Lord One thousand eight hundred and ninety-four.

Be it remembered That heretofore to wit on The 25th day of August A. D. 1894 John Fisher filed in The Clerk's office of The Said Court of Common Pleas The following Petition against Mary Thornton ^{and} Charles Thornton her husband George Gill & Harry Gill minors over 14 years of age - Chauncy Gill, Edna Gill, ^{and} Nellie Gill - minors under 14 years of age, to wit

In The Court of Common Pleas, Union County Ohio.

Petition
No. 6786.

John Fisher Plaintiff.
vs.
Mary Thornton and
Charles Thornton her
husband, George Gill &
Harry Gill minors over
14 years of age - Chauncy
Gill, Edna Gill and
Nellie Gill. minors
under 14 years of age.
Defendants.

Petition

Plaintiff is The owner in fee simple and in possession of The following real estate viz: Being In Lot No. 609 in The town of Richwood, Union County Ohio - as shown in Plat Book No. 1 - page 181. in Recorder's office of This County - to which reference is made for more complete description.

Defendants claim interests therein adverse to plaintiff's rights by reason of The following facts:

On or about The 4th day of April, 1868, Joshua S. Gill, became The owner of said premises by purchase from Henry G. Fouquet & wife - On or about The 9th day of March, 1880, said Joshua S. Gill, died intestate, leaving L. Frank Gill and others as his heirs at law. On or about The 28th day of Jan 1887, said L. Frank Gill died intestate leaving The defendants herein his only children and heirs at law. But plaintiff alleges that on or about The day of 1869 said Joshua S. Gill, and Eliza A. C. Gill, his wife, executed and delivered to The Richwood Union School Board, of Richwood Union County Ohio, a deed of General Warranty, conveying said premises to said School Board in fee simple, but that afterwards, viz: on or about The 6th day of Nov. 1892, said deed was destroyed by fire without fault of plaintiff, without ever having been recorded. Plaintiff claims title to said premises under and through said school Board and through a series of deeds, all of which are duly recorded in The Recorder's office.

Summons
No 6786.

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of This County. Plaintiff. Therefore, prays that said claim of defendant may be adjudged null and void, and plaintiff's title quieted against the same, and for such other relief as is proper.

J. L. Jolliff & J. E. Griffith, Attorneys for Plaintiff

State of Ohio
Union County.

S. S.

John Fisher - plaintiff herein, being duly sworn, says he believes the allegations in the foregoing petition are true.

Sworn to and subscribed before me this 25th day of August, A.D. 1894.

John Fisher.
R. G. Cook, Notary Public.

Precept.

To The Clerk: Issue summons in this case to The Sheriff of Marion County, Ohio, for all the defendants herein - returnable according to law - Indorse = Action to quiet title -

J. E. Griffith Attorney for Plaintiff.

Summons.

The State of Ohio
Union County.

To The Sheriff of
Marion County.

Summons
No 6786.

You are hereby commanded to notify Mary Thornton and Charles Thornton her husband & Harry Gill, George Gill over 14 years of age Chauncy Gill, Edna Gill and Nellie Gill minors under 14 years of age that they have been sued by John Fisher in the Court of Common Pleas of Union County, and must answer by the 22nd day of September A. D. 1894. 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 September A. D. 1894. Witness my hand and the seal of said Court, this 25th day of August A. D. 1894.

J. H. Donnell Clerk.

The State of Ohio
Marion County.

Sheriff's Return.

Sheriff's Fees.	#	¢
Service Return	1	50
Additional D/ls	1	50
Mileage	1	25
Copy	1	44
Total	4	26

Received This writ August 27th A. D. 1894 at 8 o'clock A. M. and served same August 29th 1894 by delivering a true and certified copy of this summons with the endorsements therein to Charles Thornton personally and by leaving a copy as aforesaid at the usual place of residence of Mary Thornton, Harry Gill, George Gill, Chauncy Gill, Edna Gill and Nellie Gill, the minors under the age of 14 years and having no guardian or father living. Therefore I delivered a copy aforesaid to Malissa Gill, mother of the within named minors.

S. B. Rice, Sheriff.

in Mansfield
Judicial District
The Honorable
September 10th 1894
Lord Ave
The 25th day
The Clerk
Petition
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Afterward on the 4th day of October 1894 The following entry was filed.

In The Court of Common Pleas Union County Ohio.

Guardian
Ad Litem
Entry.

John Fisher Plaintiff }
vs. } Entry.
Mary Thornton et al }
Defendants. }

It appearing to The Court that the defendants Chauncy Gill, Edna Gill and Nellie Gill, are minors under The age of fourteen years, and have been duly and legally served with summons herein and that George Gill and Harry Gill defendants herein are of The age of fourteen years and over, and have neglected for twenty days from return of summons served upon them, to apply for a Guardian ad Litem, on motion of plaintiff, Elias Kyle, is hereby appointed Guardian for The suit, for said minor defendants. - And now comes The said

And in open Court accepts said appointment

Afterward on the 4th day of October 1894 The following answer was filed.

In The Court of Common Pleas Union County Ohio.

Answer
No 6784.

John Fisher Plaintiff }
vs. } Answer by Guardian
Mary Thornton et al } Ad Litem.
Defendants. }

Chauncy Gill, Edna Gill, Nellie Gill, George Gill, and Harry Gill - minor defendants, by Elias Kyle, Their guardian ad litem, for answer to The petition, deny all The allegations therein contained and say that they are of under years and ask The Court to protect Their rights, and to grant them such relief as is proper.

Elias Kyle.

Afterward on the 4th day of October A. D. 1894, an entry was made on The Journal by The Clerk of The Court.

In The Court of Common Pleas, Union County Ohio.

Entry

John Fisher Plaintiff }
vs. } Entry.
Mary Thornton et al }
Defendants. }

This cause coming on This day for hearing, was submitted to The Court upon The pleadings and The evidence and on consideration thereof The Court find on The issue joined for The plaintiff The Court further find that at The time of bringing This action The said plaintiff was in possession of The real property described

in the petition, and had the legal estate in, and were entitled to the possession of the same; That neither the defendants, nor any one of them, have any estate in or are entitled to the possession of said real estate, or any part thereof, and that the plaintiff ought to have his title and possession quieted as against each and every one of said defendants, as prayed for in the petition herein. It is therefore ordered, adjudged and decreed, that the title and possession of the said John Fisher to all and singular the premises in the petition described to wit: All in Lot No 609 in the town of Richmond, Union County, Ohio, as shown in Plat Book No 1 - page 181 - in Recorder's office of Union County Ohio - to which reference is made for more complete description - 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 John Fisher, or his heirs or assigns. There to

Judgment against plaintiff for costs.

Attest J. N. Gernell Clerk

Plaintiff and by

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Please continuance 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 W. Price Judge of said Court of The Term of September to wit, on The 10th day of September in The year of Our Lord One Thousand eight hundred and ninety-four.

Be it remembered That heretofore to wit on The 5th day of July A. D. 1894, Daniel Miller filed in The Clerk's office of The said Court of Common Pleas The following Petition against Oliver Garmull et al. to wit:

Petition.
No 6759.

Daniel Miller. Plaintiff.

v.

Oliver Garmull, William Garmull, Lydia Myers, Martha Ferguson Elizabeth Hunter and Catherine Hanks heirs at law of John L. Garmull Deceased.

Defendants.

Court of Common Pleas of Union County Ohio.

Petition.

Plaintiff says That he is The owner of and is now in possession of twenty two acres of land described as The several pieces of land deeded by Alexander G. Robinson and Alexander Polock to Joseph Bain described as part of surveys No 3834 and 4669 in The Virginia military district in Union County Ohio The same land lying one mile westward from Mansville on The east side of The road leading to Millford in Said County containing twenty two acres more or less. Plaintiff says he on The 23rd day of January 1877, executed a certain mortgage on said premises to Durian Buxton, Administrator of The estate of J. L. Garmull to secure The payment of The sum of nine hundred dollars payable according to The terms of said mortgage. That The said mortgage was recorded on The 24th day of January 1877 in Vol 13 page 69 of The records of mortgages of Union County Ohio. now Therefore plaintiff says That said mortgage was fully paid and he The said plaintiff asks for a decree that said mortgage be cancelled on said records herein before named and such other relief as The Court may deem just in The premises.

The State of Ohio.

Union County.

S. S.

Thomas Reed Attorney for Plaintiff

The plaintiff Daniel Miller first being duly sworn says The facts stated and The allegations made in The foregoing petition is true and he verily believes Daniel Miller.

Sworn to and subscribed before me This 5th day of July A. D. 1894. R. M. Gony Clerk of Court.

Summons.
No 6759.

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Summons.
No 6759.

The State of Ohio. | Summons.
Union County. | To the Sheriff of Union County.

You are hereby commanded to notify Oliver Cartmell, William Cartmell, Lydia Meyers, Martha Ferguson, Elizabeth Hunter, and Catherine Hanks, heirs of John L. Cartmell, deceased, that they have been sued by Daniel Miller in the Court of Common Pleas of Union County, and must answer by the 4th day of August, A. D. 1894, 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 July A. D. 1894:

Witness my hand and the seal of said Court this 7th day of July A. D. 1894. R. M. Gray, Clerk.

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

Sheriff's Fee	#	9
Service Return		25
Mileage		16
Copy		15
Total		65

Received this writ July 7th by delivering a true copy of this writ with the endorsements thereon to Tom Reed Plaintiff's Attorney on the 7th day of July 1894 personally. W. J. Snodgrass, Sheriff.

Summons.

The State of Ohio. |
Union County. | To the Sheriff of Union County.

You are hereby commanded to notify William Cartmell, with others of Anderson Indiana that he has been sued by Daniel Miller in the Court of Common Pleas of Union County, and must answer by the 4th day of August A. D. 1894 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 July A. D. 1894. Witness my hand and the seal of said Court, this 7th day of July A. D. 1894.

R. M. Gray Clerk.

I hereby acknowledge service of the within this 10th day of July 1894. William Cartmell.

Summons.

The State of Ohio. |
Union County, S.S. | To The Sheriff of the County of Union: Greeting:

Do command you to notify Oliver Cartmell, William Cartmell Lydia Meyers Martha Ferguson, Elizabeth Hunter and Catherine Hanks, heirs of John L. Cartmell deceased, that they have been sued by Daniel Miller in the Court of Common Pleas of Union County, and that unless they answer by the 4th day of August A. D. 1894, 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

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Attorney for Plaintiff

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rendered accordingly. You will make due return of this summons on
The 16th day of July. A. D. 1894. Witness my hand and the seal of
said Court This 7th day of July A. D. 1894.

Robert M^c Gray Clerk

Seal

I hereby have service of the within summons. C. Cartmell.

Summons.

Summons.

The State of Ohio.

To the Sheriff of _____ County.

Union County

You are hereby commanded to notify Catharine Hanks of Wilmington
Clinton County Ohio that she has been sued by Daniel Miller
in the Court of Common Pleas of Union County, and must answer
by the 4th day of August A. D. 1894 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
July A. D. 1894. Witness my hand and the seal of said Court
This 7th day of July A. D. 1894.

R. M^c Gray Clerk.

We hereby have service of process and hereby enter our appearance
herein to the within action: Date July 10th 1894.

(Summons)

Mrs Catharine Hanks.

Summons.

The State of Ohio.

To the Sheriff of Union County:

Union County.

You are hereby commanded to notify Lydia Myers
of Hampton Iowa. that she is being sued by Daniel Miller in the
Court of Common Pleas of Union County, and must answer by the 4th
day of August A. D. 1894. 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 July A. D. 1894
Witness my hand and the seal of said Court This 7th day of July
A. D. 1894. R. M^c Gray Clerk.

I hereby acknowledge service of the within summons The 21st day of
July 1894. Lydia Myers.

Summons.

Summons.

The State of Ohio.

To the Sheriff of Union County:

Union County.

You are hereby commanded to notify Elizabeth
Hunters of Catawba Clark County Ohio. that she has been sued by
Daniel Miller in the Court of Common Pleas of Union County, and
must answer by the 4th day of August A. D. 1894 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 July A. D. 1894. Witness my hand and the seal of said
Court. This 7th day of July. A. D. 1894 R. M^c Gray Clerk.

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I hereby acknowledge service of the within summons this _____ day of July 1894.

Elizabeth Hunter.
Summons.

The State of Ohio.

Union County.

To the Sheriff of Union County.

You are hereby commanded to notify Martha Ferguson of Catawba Clark County Ohio. That she has been sued by Daniel Miller in the Court of Common Pleas of Union County, and must answer by the 4th day of August A. D. 1894. 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 July A. D. 1894. Witness my hand and the seal of said Court this 7th day of July A. D. 1894.

R. M. Gray, Clerk.

I hereby acknowledge service of the within this 10th day of July 1894

Martha Ferguson.

Afterward on the 5th day of October A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Daniel Miller Plaintiff.
Against
Oliver Gartmull & others.
Defendants.

Entry.

This cause coming on for hearing was submitted to the court upon the pleadings and evidence; on consideration whereof the court find, that at the time of bringing this action the said plaintiff was in possession of the real property described in the petition, and that he has the legal estate in, and is entitled to the possession of the same, that neither the defendants nor any one of them have any estate in or are entitled to the possession of said real estate or any part thereof, and that the plaintiff ought to have his title and possession quieted as against each and every one of said defendants as prayed for in his petition.

It is therefore ordered, adjudged and decreed that the title and possession of the said Daniel Miller to all and singular the premises in the petition described to wit: being the several pieces of land deeded by Alexander G. Robinson and Alexander Pollock to Joseph Bain described as part of surveys No 3334 and 4069 in the Virginia Military District in Union County Ohio. The same land lying one mile westward from Mansville on the east side of the road leading to Milford in said county, containing twenty two acres more or less, 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 said defendants, and each and every one of them, and all persons claiming under them, are hereby forever enjoined from setting up any claim to said premises, or any part thereof.

summons on
The seal of
Gray Clerk
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Entry.

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Gray Clerk.

address to the title and possession of said Daniel Miller there to, or in any manner interfering with his use and enjoyment of the same. The court further orders that the mortgage given by Daniel Miller to Darius Buxton order of the estate of John L. Hartmull and recorded in volume 13 page 67 of the Records of mortgages of Union County Ohio be cancelled on said Records. It is further ordered that the said plaintiff recover said defendant his costs herein expended taxed at #

Attest J. N. Gosnell

Please continuance 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 16th day of September in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that hereupon to wit on the 16th day of June A. D. 1894. Cavan. B. Robinson filed in the Clerk's office of the said Court of Common Pleas the following Petition against Daniel Miller et al to wit:

Petition.

Cavan. B. Robinson. Plaintiff
 vs.
 Daniel Miller & Mary C Miller, James W Robinson & C. B. Robinson Parties under the firm name of Robinson & Robinson & Lydia Myers Elizabeth Hunter, Martha Ferguson, Catherine Hanks, Defendants, & William Hartmull & Oliver Hartmull.

Court of Common Pleas
 Union County Ohio.

Petition.

The said plaintiff says that the Defendant Daniel Miller on the 26th day of May 1879 executed and delivered to Oliver Hartmull his promissory note of that date for the sum of ninety nine and ⁵⁰/₁₀₀ dollars payable in one year with 8 per cent interest from the date thereof a copy of which note is hereto attached that said note was sold & transferred by said Oliver Hartmull to plaintiff for a valuable consideration & plaintiff is now the owner thereof and the said Daniel Miller is now indebted to Plaintiff by reason of said note in the said sum of ninety nine & ⁵⁰/₁₀₀ dollars with 8 per cent Int from May 26th 1879.

Therefore Plaintiff asks judgment against said Daniel Miller for the sum of ninety nine & ⁵⁰/₁₀₀ dollars & 8 per cent thereon from May 26th 1879.

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1st Cause.

The said Plaintiff says that on the said 26th day of May 1879 the Defendants Daniel Miller & his wife Mary G. Miller, executed & delivered to Oliver Gattmell, William Gattmell, Lydia Myers, Martha Ferguson, Elizabeth Hunter & Catharine Hanks, their mortgage deeds upon the following described Real Estate situated in Union County Ohio & in survey 3334 & 4069 bounded & described as follows. Being the several parcels of land conveyed to Joseph Bain by Alexander Pollock & Alexander G. Robinson by deed being dated April 5th 1849 & being about one mile westward from Mansville on the east side of the road leading from Mansville to Millford Centre & for further description aforesaid is hereby made to said deed from Pollock & Robinson to Bain. That said mortgage was duly filed for record Jan 10th 1879 & recorded in Book 16 page 48 of the records of mortgages of said Court.

That said mortgage secured the payment to Oliver Gattmell or his assigns the promissory note of said Daniel Miller aforesaid for the sum of ninety nine & 50/100 dollars with 8 per cent interest from May 26th 1879 & was conditioned that if said Daniel Miller should fail at the end of one year after the date thereof - May 26th 1880 - to pay said note then said mortgage should become absolute - That on the day of the said Oliver Gattmell sold & assigned to plaintiff for a valuable consideration the note aforesaid payable to him & that said note now belongs to & is owned by plaintiff & no part of the same has been paid & the same has long since been due & there is now due plaintiff from Daniel Miller by reason of the promise \$99.⁵⁰ with 8 per cent Int from May 26th 1879 & the conditions of said mortgage have been broken. Therefore Plaintiff asks for a decree of foreclosure of said mortgage & an order of said land to pay Plaintiff's claim & for such other & further relief as is right & proper.

The mortgage referred to above secured other notes one payable to William Gattmell for the sum of \$99.⁵⁰ one to Lydia Myers for \$99.⁵⁰ one to Elizabeth Hunter for \$99.⁵⁰ one to Martha Ferguson for \$41.⁸⁰ one to Catharine Hanks for \$91 & all of the date of May 26th 1879 & payable within one year from the date thereof with 8 per cent interest & that each & every one of said last mentioned notes have been paid in full by said Daniel Miller who was the maker thereof & said parties are interested in said land therefore plaintiff asks that said parties be required to set up any claim they may have in said land by virtue of said mortgage or be forever barred therefrom.

4th Cause of Action.

The plaintiff says further that Robinson & Robinson have a mortgage given by said Miller on the land above described on the 13th day of Jan 1890 to secure the pay payment of one hundred & ninety four & 50/100 dollars with Int at 8 per cent from Jan 13th 1890 which is a subsequent lien to Plaintiff's lien on

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said Land the said Plaintiff asks That said Robinson & Robinson
be required to set up Their claims to said Land

Robinson & Woodburn Attorney for Plaintiff

The State of Ohio.

D.S.

Union County.

C. B. Robinson being first duly sworn says The statement of
The foregoing Petition are true as he believes.

C. B. Robinson.

Sworn to before me by C. B. Robinson and by him subscribed
in my presence This day of June 1894

R. M. Gray Clerk of Court.

Copy of note.

#99.⁵⁰ One year after date for value received as part
payment for Land I promise to pay to Oliver Cartmell ninety nine
& ⁵⁰/₁₀₀ dollars with Interest at eight per cent from date May 26th.
1879.

Daniel Miller.

Clerk. Issue summons for Daniel Miller and Mary
C. Miller with 8 per cent Interest May the 26th. 1879 and
foreclosure of mortgage and other relief.

Robinson and Woodburn.

Summons.

The State of Ohio.

To the Sheriff of Union County.

Summons
No 6748.

Union County.

You are hereby commanded to notify Daniel Miller, Mary C.
Miller, James W. Robinson and C. B. Robinson, Partners
under the firm name of Robinson & Robinson, Lydia Meyer,
Elizabeth Hunt, Martha Ferguson, Catherine Shanker
William Cartmell, and Oliver Cartmell, that they have
been sued by C. B. Robinson, in the Court of Common Pleas
of Union County, and must answer by the 14th day of July
A. D. 1894 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. 1894. - Witness my hand and the
seal of said Court, this 16th day of June A. D. 1894.

R. M. Gray, Clerk.

The State of Ohio.

Sheriff's Return.

Union County.

Sheriff's Fee	10	0
Serv & Return	1	10
Mileage	1	50
Copy	1	50
Total	4	10

Received this writ June 16th A. D. 1894 at 6 o'clock
P. M. and served same by delivering a true copy of
this writ with the indorsements thereon to the within
named Daniel Miller, Mary C. Miller, James W.
Robinson, C. B. Robinson and Oliver Cartmell
personally on the 18th day of June 1894

Lydia Myers, Elizabeth Hunter, Martha Ferguson, Catherine Hanks
and William Cartmell not found.

Wm. G. Snodgrass, Sheriff.

The following cross petition was filed June 16th 1894.

A. B. Robinson Plaintiff, | Court of Common Pleas of
vs. | Union County Ohio.
Daniel Miller et al Defendants. |
Cross Petition of Robinson & Robinson.

The said James W. Robinson & A. B. Robinson as parties doing
business under the firm name of Robinson & Robinson entered their
appearance hereto and say therein is due them from the said
Daniel Miller upon two promissory notes copies of which are
hereto attached and both being dated January 16th 1890 of
one hundred & ninety four & ⁵⁰/₁₀₀ dollars with interest at 8
per cent from January 16th 1890.

That on the 16th day of January 1890 the said Daniel Miller
executed two mortgages deed to said Robinson & Robinson to
secure the payment of one hundred & ninety four & ⁵⁰/₁₀₀ dollars
in eighteen months from said date this land so conveyed
by mortgage as aforesaid being the same land described in
Plaintiff's Petition - The said mortgage was duly filed for Record
January 18th 1890 - that no part of said money has been paid
and the time the same became due & payable has long
since elapsed & that there is now due Robinson & Robinson
aforesaid by reason of the premises from said Daniel Miller
which is a mortgage lien upon said land the said sum
of one hundred & ninety four & ⁵⁰/₁₀₀ dollars and interest thereon
at 8 per cent from January 16th 1890.

Therefore the said Robinson & Robinson ask for a judgment
against Daniel Miller for said sum of one hundred & ninety
four & ⁵⁰/₁₀₀ dollars with int at 8 per cent from Jan 16th 1890
for an order of sale of the premises aforesaid to pay the same &
that the proceeds of the sale of said land after paying Plaintiff's
claim be applied to the payment of the said claim of said
Robinson & Robinson and for their proper relief.

The State of Ohio.

S.S.

Robinson & Woodburn
Attorney for Petitioners.

Union County.

A. B. Robinson being first duly sworn says
The statement of the foregoing cross Petition are true as he believes
& he is one of the parties hereto
A. B. Robinson.

Sworn to before me & subscribed in my presence This 16th day of
June 1894

R. M. Gray Clerk of Court.

Robinson
my for Plaintiff
Statement of
Robinson.
I subscribed
of Court.
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to May 26th.
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Mary, G.
Partners
Lydia Myers,
Hanks
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Common Pleas
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The 26th.
and the
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y. Clerk.
at 6 o'clock
copy of
to the within
James W.
Cartmell
1894

Copy of note #49th January 13th 1891. Eighteen months after date I promise to pay to the order of Robinson & Robinson forty nine and ⁷⁰/₁₀₀ dollars at value received with interest at 8 per cent per annum.

D. Miller

Copy of 2nd note #144th January 13th 1890. One Year after date I promise to pay to the order of Robinson & Davis One hundred and forty nine and ⁹⁰/₁₀₀ dollars at value received with interest at 8 per cent per annum.

D. Miller

Aaron B. Robinson.

vs.

October 11th 1894 The following entry was filed

Daniel Miller et al.

Entry No 8748

This day this cause came on to be heard & the Defendants came not but made default herein and thereupon this cause came on to be heard & was submitted to the Court upon the Plaintiffs Petition & the cross Petition of Robinson & Robinson & thereupon the Court being fully advised in the premises do find for Plaintiff & for the said Robinson & Robinson & that there is due said Plaintiff from Defendant D. Miller the sum of \$221.43 & due said Robinson & Robinson a their cross Petition from said D. Miller the sum of \$267¹² & that said Plaintiff ought to recover of Defendant D. Miller the said sum of \$221.43 & interest at 8 per cent & that said Robinson & Robinson ought to recover of the Defendant Miller the sum of \$267¹² & interest at 8 per cent It is therefore considered ordered & adjudged that Plaintiff recover of Defendant Daniel Miller the sum of \$221.43 & int thereon at 8 per cent & his costs herein expended taxed at \$ and that Robinson & Robinson aforesaid recover of Defendant Daniel Miller the sum of \$269¹² and interest at 8 per cent & his costs herein expended taxed at.

It is further found by the Court that the said \$221.43 due Plaintiff & the said \$267¹² is a mortgage lien upon the premises described in Plaintiffs Petition & it is further found by the Court that all the other notes described in Plaintiffs Petition to wit the note for \$41.88 to Martha Ferguson - The one to William Garmell for \$99⁵⁰ - The one to Catherine Shanks for \$91⁰⁰ - The one to Lydia W. Jones for \$99⁵⁰ & the one to Elizabeth Hunter for \$99⁵⁰ all dated May 26th 1879 & due one year after date signed by Daniel Miller have been paid - all of said notes having been exhibited to the Court & found to have been cancelled & delivered up to Defendant Daniel Miller & that the liens of Plaintiff aforesaid \$221.43 & of Robinson & Robinson aforesaid \$267¹² are the only liens now against said Real Estate that the conditions of said mortgage have been broken & that the same has become absolute & that the premises described as aforesaid should be sold to pay the claims aforesaid of Plaintiff and Robinson & Robinson It is therefore considered ordered adjudged

and decreed by the Court That an order of sale issue after ten days
Commanding the Sheriff of Union County Ohio who is hereby appointed
Master Commissioner for that purpose to sell said land according
to Law & to report his proceedings herein at the next term of this Court.

Attest J N Gamell Clerk



Please continuance and hold 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 term;
on the 10th day of September in the Year of our Lord one thousand
eight hundred and ninety-four

Be it remembered that heretofore to wit on the 9th day
of June 1894 H. M. Haines filed in the Clerks office of the said
Court of Common Pleas the following Petition against G. Cullman
& Co. S. W. McCloud & D. W. Ayers, to wit:

H. M. Haines	} Court of Common Pleas Union County Ohio.	
v. S. W. McCloud & D. W. Ayers & G. Cullman & Co.		
		} Petition.

The Plaintiff says that on the 12th day of December 1889 he recovered a
judgment in his favor against said G. Cullman & Co in the Court of
Common Pleas of Union County Ohio for the sum of one hundred and
fifty one dollars and sixty cents debt and for eighty three & 80 dollars
cost which judgment remains in full force & unpaid -
That afterwards said G. Cullman & Co filed their petition in error in
the Circuit Court of said County of Union to reverse said judgment and
on the 7th day of March 1890 filed their supersedeas Bond with the Clerk
of said Court with said S. W. McCloud & D. W. Ayers as their surety
conditioned that said defendants would pay said judgment & costs if the
same be affirmed in said Circuit Court to the amount of two hundred
& twenty five dollars (a copy of which Bond is herewith filed & made
part said judgment was affirmed in Circuit Court heretofore) - There
is due plaintiff on said judgment & costs the sum of \$224.80 with
interest from December 12th 1889 for which plaintiff prays judgment.

2nd For a second cause of action the said plaintiff prays that he
recovered judgment against said G. Cullman & Co in the Court of
Common Pleas of Union County Ohio for \$141.00 December 12th 1889 & \$83.80
costs which judgment remains in full force & unpaid that said G.
Cullman & Co by petition in error filed in the Circuit Court of said
County of Union prayed a reversal of said judgment - That said

Judgment was duly affirmed with costs in said Circuit Court - that afterwards on the 17th of Nov 1893 said G. Aultman & Co filed their petition in error in The Supreme Court of The State of Ohio to reverse said Judgment & duly filed their supersedeas Bond with said J. H. McCloud & D. W. Ayers as their sureties in the sum of \$2,487⁰⁰ conditioned that said defendants would pay said judgment & costs & costs in said Circuit Court & in said Supreme Court if the same should be affirmed. That said costs & judgment & interest & the costs in The said Supreme Court amount to more than the said \$2,487⁰⁰ dollars to wit the sum of \$286⁸³ besides the costs paid in said Supreme Court by said G. Aultman & Co. There is due plaintiff on said second supersedeas Bond said sum of \$286⁸³ for which to the amount of \$2,487⁰⁰ the penalty thereby, plaintiff prays judgment according to law - A copy of said second supersedeas Bond is here with filed & made part hereof

Robinson & Howell Burns & W. J. Hoops Attys for P.M.

The State of Ohio

D. S.

Union County

H. M. Haines plaintiff being duly sworn deposes & says he believes the allegations of the foregoing petition are true.

H. M. Haines

Sworn to before me and signed in my presence this 5th day of June 1894.

James M. Campbell, Probate Judge.

Undertaking in error. - From Common Pleas Court to Circuit Court.

Whereas, G. Aultman & Co. has instituted proceedings in The Circuit Court in and for The County of Union Case No. in the docket of said Circuit Court to reverse a judgment rendered in The Court of Common Pleas in said County, on the 12th day of December 1889, in favor of Harvey W. Haines, against The said G. Aultman & Co for the sum of One Hundred and forty one ⁰⁰ dollars and cents, and for Eighty Three dollars and Twenty one cents, the costs of said suit.

Now, therefore, We D. W. Ayers & S. H. McCloud do bind ourselves to the said Harvey W. Haines, in the sum of Two Hundred and twenty five dollars that the said judgment shall be affirmed in whole or in part, we will pay to the said H. M. Haines, the whole or the part of the said judgment so affirmed and the costs which have accrued or may accrue, in the Circuit Court. Dated this 7th day of March A. D. 1890.

D. W. Ayers. Seal
S. H. McCloud. Seal

Summons No 6746.

The execution of the above undertaking and the sufficiency of the sureties therein approved by me. This 7th day of March A. D. 1890.
R. M. Gray, Clerk of the Said County.

Circuit Seal

Undertaking in error. — To Supreme Court from Circuit Court.
Whereas, G. Cullman & Co has instituted proceedings in error in the Supreme Court of Ohio to reverse the judgment of the Circuit Court of Union County, rendered at the January Term, A. D. 1890 thereof, to wit: On the 12th day of December, A. D. 1890, in favor of the defendant in error H. M. Haines and against the said G. Cullman & Co. in a certain suit then pending in said Circuit Court, wherein G. Cullman & Co was Plaintiff, and H. M. Haines was Defendant for the sum of One Hundred & forty one dollars and sixty cents, and for one hundred & seven dollars and cents, the costs of said suit.
Now, Therefore, the G. Cullman & Co D. St. Ayers and S. H. M. & Co. do jointly and severally do bind ourselves unto the said H. M. Haines in the sum of two hundred & forty eight & 00/100 dollars that if the said judgment shall be affirmed in whole or in part, we will pay to the said H. M. Haines the condemnation money the whole or the part of said judgment so affirmed, and the costs that have accrued or that may accrue in the Supreme Court and that the said G. Cullman & Co. the Plaintiff in error will abide the said judgment, if the same be affirmed, then this obligation to be void; otherwise to be and remain in full force and virtue in law.
Sealed with our seals and dated and signed this 17th day of November A. D. 1890

Signed and sealed in our presence.

Arthur E.
H. Howard Marian.

G. Cullman & Co Seal
By M. B. Cox Jr. Seal
D. St. Ayers. Seal
S. H. M. & Co. Seal

The execution of the above undertaking and the sufficiency of the sureties therein approved by me. This 17th day of Nov A. D. 1890.
R. M. Gray Clerk Circuit Court of said County.

Circuit Seal

Summons

The State of Ohio | To the Sheriff of Union County:
Union County.

You are hereby commanded to notify S. H. M. & Co and D. St. Ayers (impleaded with others) that they have been sued by H. M. Haines in the Court of Common Pleas of Union County, and must answer by the 7th day of July, A. D. 1894 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 June A. D. 1894.

Summons No 6746.

Court - that
their petition
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#248 00
costs &
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The said
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Cox & Ayers
by sworn
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The day of
1890.
Circuit Court.
The Circuit
in the
of December
G. Cullman
and
to, the costs
M. M. & Co
in the sum
Judgment
said H.
it so affirmed
Circuit Court.

Witness my hand and the seal of said Court This 9th day of June A. D. 1894. R. Mc Gray Clerk.

The State of Ohio

Sheriff's Return.

Union County.

Sheriff's Fees	18	0
Service & Return	65	
Mileage	32	
Copy	30	
Total	145	07

Received this writ June 11th A. D. 1894 at 2.00'clock P. M. and served same by delivering a true copy of this writ with the inclosures thereon to the within named S. H. Mc Cloud and D. W. Ayers personally on the 13th day of June 1894.

Wm. G. Snodgrass, Sheriff.

Summons.

The State of Ohio

To the Sheriff of Stark County:

Union County.

Summons No 6746.

You are hereby commanded to notify G. Caultman & Co (impleaded with others) J. A. Linnille Secretary. That he has been sued by H. M. Haines in the Court of Common Pleas of Union County and must answer by the 7th day of July A. D. 1894 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 June A. D. 1894.

Witness my hand and the seal of said Court This 9th day of June A. D. 1894.

R. Mc Gray Clerk.

The State of Ohio

Sheriff's Return.

Stark County.

Sheriff's Fees	7	9
Service & Return	25	
Mileage	32	
Copy	25	
Rec'd & Stamps	32	
Total	141	

Received this writ June 11th A. D. 1894 at 9 o'clock A. M. and served same by delivering personally to J. A. Linnille Secretary of the within named G. Caultman & Co at its office and place of business in this County, a certified copy of this summons and inclosures thereon. The President of said Defendant not found in my County.

Heiram Doll Sheriff.

Afterward on the 22nd day of September A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

H. M. Haines
Vs.

G. Caultman & Co
S. H. Mc Cloud
D. W. Ayers Df's.

No 6746.

Entry No 6746.

Motion to Distribute Costs.

The defendant submitted an affidavit and said proceedings were admitted. The two tax papers & Co. Motion to distribute costs. G. A. ... sure in fact in fact were there in the case was ... said and a copy costs plaintiff. The ... The ... Union ... The ... of record in ... H. M. ... G. A. ... has - The ... of the ... and The ...

The day of
at 9 o'clock P. M.
of this month
named
at the
Sheriff.

This day came the plaintiff but the defendants came not but made default where upon the plaintiff waived the right of trial by jury & submitted this cause to the Court where upon the Court being fully advised in the premises find the allegations of the petition to be true and that said defendants are liable on their said bonds to pay said judgment costs & interest to the amount of the said penalties in the same. It is therefore considered ordered and adjudged by the Court that the plaintiff recover of the said defendants the amount of said judgment costs & interest to wit the sum of two hundred and ninety dollars and plaintiffs costs herein expended taxed to \$ And said judgment is against said G. Aultman & Co as principals & said S. A. McCloud & D. H. Ayers as its sureties.

Motion to
Distribute
Geo Es.

H. M. Haines
vs.
G. Aultman & Co. | Court of Common Pleas Union County Ohio
Motion as to costs.

impleaded
sued by
and must
said plaintiff
day of June
at Court

The plaintiff in the foregoing case says that the defendants sureties on the day of Nov 1894 paid to the present Clerk of the Court \$299⁰⁰ in full of the judgment and costs rendered in this case on the undertaking given in the Circuit Court and the Supreme Court of Ohio that said undertakings were in the usual legal form of superseas bonds and the judgment rendered thereon covered the judgment of plaintiff and the costs for which he was liable in said causes in which said undertakings were given and did not include the costs thereon which said defendants had made and for which said Haines was not liable at law = the Sheriff Thomas Martin and the Clerk Robert W. Groff have claimed and do claim that the costs made by defendants in said causes are liable to be taken out of the said money paid to the present Clerk and have drawn a part or all thereof by means whereof there remains unpaid a considerable sum due called by plaintiff and other parties having legal costs therein for which plaintiff is liable and if said sum and costs for which plaintiff is not liable are so taken he will be compelled to pay the same without any against the defendants therefore plaintiff moves the Court for an order directing the legal distribution of said sum paid by defendants and his sureties.
Robinson & Stoolburn Attorneys for Plaintiff.

at 9 o'clock
personally to
named
place of business
summons
of said
Doll Sheriff,
w entry was

Entry.

The State of Ohio
Union County S. S. | J. W. Robinson being duly sworn deposes and says he believes the statements in the within motion are true, but says the facts are a matter of record in said Court. J. W. Robinson, sworn to before me and signed in my presence this 1st day of December 1894, C. B. Robinson Notary Public.
H. M. Haines
vs.
G. Aultman & Co. | Motion as to distribution of the money made in this case as to costs.

On hearing by the Court and judging that due notice has been served of this motion on Thomas Martin & R. W. Groff and thereupon the Court being fully advised in the premises do order and adjudge that out of the money paid to him in this case he pay the judgment of the plaintiff and the costs made by the plaintiff H. M. Haines first and if there remain any balance that he pay the costs made by the Defendant. G. Aultman & Company.

And afterward at the September term an additional Journal entry was filed September the 24th. 1894.

Margaret Hickey Plaintiff

Viola B. Jagger et al. Defendants.

Entry order of distribution.

This day this cause came on to be heard upon the motion of counsel for the parties to distribute the proceeds of the sale heretofore made in this case said sale and proceedings having been examined by the Court and found in all respects correct and in due form of law, approved and confirmed the same. Thereupon the Court now on the distribution of the proceeds of said sale on consideration whereof finds and orders as follows: First That the sum of \$7150⁰⁰ be paid to the Administrator of the said Isaac G. Bothkin deceased to pay the debts of said deceased. Second That the costs and expenses of this suit amounting to \$432²⁴ including Attorney's fee, and the taxes amounting to \$32⁰⁰ be paid out of the money arising from said sale in the following proportions to wit: Amelia W. Crocker one eighth (1/8) Owen D. Bothkin (1/8) Charles B. Crocker one eighth (1/8) Wm B. Bothkin one eighth (1/8) Thos Bothkin one eighth (1/8) Mary E. Mangans one eighth (1/8) Margaret Hickey one eighth (1/8) and Viola B. Jagger one eighth (1/8) and that the Sheriff distribute the residue of the first payment as follows: To Amelia W. Crocker \$231⁴⁶ To Charles B. Crocker \$231⁴⁶ To Wm B. Bothkin \$231⁴⁶ To Mary E. Mangans \$231⁴⁶ To Margaret Hickey \$198¹³ To Viola B. Jagger \$137⁷² To Owen D. Bothkin \$00 - 50⁰⁰ Thos Bothkin \$00 - That he divide the residue as follows and take note with interest from day of sale, and mortgage to secure the same on the premises sold 1st To Amelia W. Crocker \$231⁴⁶ in one year and the same amount in two years - 2nd To Owen D. Bothkin \$00 in one year and the same amount in two years - 3rd To Charles B. Crocker \$231⁴⁶ in one year and the same amount in two years - 4th To Wm B. Bothkin \$231⁴⁶ in one year, and the same amount in two years - 5th To Thos Bothkin \$00 - in one year and the same amount in two years - 6th To Mary E. Mangans \$231⁴⁶ in one year, and the same amount in two years. 7th To Margaret Hickey \$198¹³ in one year and the same amount in two years - 8th To Viola B. Jagger \$137⁷² in one year and the same amount in two years - It appearing to the Court that some of the purchasers of said estate in said partition sale desire to pay cash for the land by them bought, and the Court binding it to the interest of said estate that they be permitted to pay cash, and the parties in interest consenting thereto, it is further ordered that the Sheriff receive cash from said purchasers a desire to pay the same and distribute the same in lieu of notes for deferred payments.

Attest J. N. Gosnell Clerk

Entry
No 6241.

And afterward at the September term 1894 the following motion for order nunc pro tunc was filed October 8th 1894.

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

P. G. Wynnegar, Plaintiff.
Against
George G. Melch et al.
Defendants.

Motion for order nunc pro tunc

And now comes Morris H. Hill the purchaser of the premises sold herein by order of the Court and represents that he paid the purchase money for said premises in full to Thomas Martin Esq. who was Sheriff of said County, on or about December 5th 1891, and that no deed was ever executed and delivered to him, or if said deed was so executed and delivered the same has been lost or destroyed without record, and said Morris H. Hill moves the Court for an order nunc pro tunc herein requiring the present Sheriff as successor of said Thomas Martin, to execute and deliver to said purchaser, who is still the owner of, and in possession of said premises, a deed therefor upon payment of the legal fee for said deed.

John M. Budrick Attorney for Morris H. Hill.

~~Please continuance and held at the Court House in Mansfield 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 10th day of September in the year of Our Lord one thousand eight hundred and ninety-four.~~

Be it remembered that hereof to wit on the

Afterward on the 11th day of October A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

P. G. Wynnegar.
vs
George G. Melch.
Entry.

This day this cause came on for hearing on motion of M. H. Hill the purchaser of the premises herein described. It required the present Sheriff to execute and deliver a deed for said premises to said purchaser. The same was submitted to the Court on said motion and the evidence, on consideration whereof the Court find the allegations set forth in said motion to be true, that said M. H. Hill was the purchaser of said premises and paid the purchase money in full that said Sheriff Thomas Martin neglected to execute and deliver said deed or if the same was so executed and delivered it was lost or destroyed without transfer or record. It is therefore ordered by the Court that William H. Snodgrass the present Sheriff of said County, execute and deliver to said M. H. Hill a deed for said premises to complete and perfect the title thereto in said M. H. Hill.

Budrick for Hill.

Entry No 6241.

Please continuance 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 C. Price, Judge of said Court of the term of September to wit on the 10th day of September in the year of Our Lord one thousand eight hundred and ninety four.

Be it remembered that heretofore to wit on the 18th day of April, A.D. 1894, J. W. Freeman, filed in the Clerk's office of the said Court of Common Pleas the following Petition against Sarah E. Goodin and Effie Daniels, to wit:

Court of Common Pleas, Union County Ohio.

Petition No 6710.

J. W. Freeman Plaintiff vs. Sarah E. Goodin and Effie Daniels Defendants.

Petition.

Now comes J. W. Freeman, Plaintiff and for cause of action says: 1st. cause of action.

That on or about the 6th day of April 1892 the Defendant Sarah E. Goodin duly executed and delivered unto this plaintiff her certain promissory note for the sum of Three Hundred dollars with interest at six per cent interest and eight per cent after due, of which promissory note the following is a copy with all credits and indorsements thereon.

Copy. 300.00 April 6th 1892. Two years after date I promise to pay to the order of J. W. Freeman Three Hundred dollars at 6 per cent and 8 per cent after due. Sarah E. Goodin.

That there are no credits or indorsements on said note.

Second cause of action.

That on or about the 4th day of April 1892 the defendant Sarah E. Goodin duly executed and delivered her certain Promissory note to this plaintiff for the sum of Three hundred dollars with interest at 6 per cent and 8 per cent after due, of which promissory note the following is a copy with all credits and indorsements thereon.

Copy. \$300.00 April 6th 1892. Three years after date I promise to pay to the order of J. W. Freeman Three hundred dollars at 6 per cent Int and 8 per cent after due value received. Sarah E. Goodin.

That there are no credits or indorsements on said note.

3rd cause of action.

That to secure the payment of said above promissory note and another note of Three hundred dollars which has been paid the defendant

Sar and Thau situa No 3 gran Ca N 4 Ca A. T. John Hun to Mins wale and of se with Thure N. T. M. 34 A track Gov for on in v deot in ane of the in that Char from W he fu 1892 am That inclu That L. D prop

Sarah E. Goodlin (an unmarried woman) duly executed, acknowledged and delivered to this plaintiff her certain deed of mortgage of the said date thereby conveying to this plaintiff the following described Real Estate situate in the County of Union in State of Ohio and in the M. survey No 3470

Beginning at a stake in the center of the Marysville and Kenton gravel road and in the south west corner to Charles M. Sandersons land (a stone bears N 57° 30' W 12 feet) Thence with the center of said road N 4° 30' W 32 ⁴⁰⁰/₁₀₀ poles to a stake corner to Daniel J. Sandersons land. (a stone bears N. 78° W 10 feet) Thence with the south line of said land N. 78° W 61 ⁴⁰⁰/₁₀₀ poles to a stone corner to said land with the East line of the John B. Hyde farm. Thence with said line S. 12° W 28 ⁴⁰⁰/₁₀₀ poles to a stone. Thence South 78° E. 61 ⁴⁰⁰/₁₀₀ poles to a stone. Thence S. 57° 30' E 9 ⁴⁰⁰/₁₀₀ poles to the beginning, containing 11 ⁸⁰/₁₀₀ acres more or less, being a lot conveyed by Minerva Sanderson to the said Emma A. Browning.

Also another piece of land in the same survey No 3470 on the waters of Bokers creek Beginning at a stake in the center of the Marysville and Kenton gravel road. N. 12 ¹/₂° W 9 ⁴⁰⁰/₁₀₀ poles from where the south line of said survey crosses said road (withness a stone or brick N. 77 ¹/₂° W 2.5 ft) Thence with the center of said road N. 12 ¹/₂° W 66 ⁴⁰⁰/₁₀₀ poles to an angle in said road Thence with the center of said road N. 4 ¹/₂° W. 10 ⁴⁰⁰/₁₀₀ poles to a stake. Thence S 81 ¹/₂° W 77 poles to a stone. Thence S. 77 ¹/₂° E. about 7 ⁴⁰⁰/₁₀₀ poles to lands now owned by William Woodland. Thence East 10 ⁴⁰⁰/₁₀₀ poles to the place of beginning containing 34 acres more or less except three acres in the North East corner of the last tract 34 acres above described the same being deeded to Sarah E. Goodlin. Containing 42 ⁴⁰⁰/₁₀₀ acres more or less that said deed of mortgage was presented for record in the Recorders office of said Union County Ohio according to law on the 7th day of April. A. D. 1892. at 8 ³⁰/₁₀₀ o'clock A. M. and was recorded in volume 31. Page 319 of the records of mortgages. - That said mortgage deed has a condition thereunder written that in case default be made in the payment of any of said notes as they respectively became due. Then and in that event said mortgage deed became absolute and at the option of the holder thereof, subject to foreclosure that default has been made in the non-payment of the note coming due April 6th 1894, and that plaintiff expects to foreclose. - That the defendant Effie L. Daniels claims some interest in said lands by virtue of a deed which he holds from the said Sarah E. Goodlin and that he is in possession thereof.

Wherefore plaintiff asks Judgment against the defendant Sarah E. Goodlin for the sum of Six Hundred Dollars with interest from April 6th 1892 also the said Effie L. Daniels be required to set up the nature amount & c. of his said asserted right or claims in & upon said premises. That said premises be sold as upon execution to satisfy plaintiffs said mortgage indebtedness from Sarah E. Goodlin and the Judgment so to be obtained by him That the respective right lien and claims of the plaintiff and the said Effie L. Daniels be marshaled and determined by the Court. for costs and all proper relief.

W. W. Merchant. Attorney for Plaintiff.

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District of the
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the 18th day
of the said
Sarah E. Goodlin

now says:

to Sarah E.
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W. Freeman
w.
Goodlin.

Sarah E. Goodlin
is plaintiff for
and 8th of after
all credits

J. W. Freeman
w. value received
Goodlin.

and another
the defendant

State of Ohio.

J. S.

Union County.

W. W. Merchant being first duly sworn says that he is the duly authorized Attorney of the said G. W. Freeman that this action is on a contract in writing. That said within contract is in his possession that the facts stated and allegations made are true as he verily believes.

W. W. Merchant.

Sworn to before me and subscribed in my presence this 14th day of April 1894.

R. M. Groy, Clerk.

Precipe. =

To Clerk: Issue a summons for the defendant Effie L. Daniels to the Sheriff of Union County Ohio returnable according to law. Indorse said writ "action in foreclosure" amount claimed \$600⁰⁰ with interest from April 6th 1892.

W. W. Merchant. Attorney for Plaintiff.

Summons.

The State of Ohio.

To the Sheriff of Union County.

Summons No 6710.

Union County.

You are hereby commanded to notify Effie L. Daniels (impleaded with interest) that she has been sued by G. W. Freeman in the Court of Common Pleas of Union County, and must answer by the 19th day of May A. D. 1894 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 April A. D. 1894. — Witness my hand and the seal of said Court, this 18th day of April A. D. 1894.

R. M. Groy, Clerk.

The State of Ohio

Sheriff's Return.

Union County.

Sheriff's Fees.	#	¢
Services Return	25	
Additional Dfts.	1	76
Copy.		10
Total	\$	2 16

Received this writ April 20th A. D. 1894 at 6 o'clock P. M. and served same by delivering a true copy of this writ with the indorsements thereon to the within named Effie L. Daniels on the 28th day of April 1894.

W. L. Snodgrass, Sheriff.

Summons.

The State of Ohio.

To the Sheriff of Wood County:

Summons.

Wood County.

You are hereby commanded to notify Sarah G. Goodwin that she has been sued by G. W. Freeman in the Court of Common Pleas of Union County, and must answer by the 8th day of September A. D. 1894 or the petition of the said plaintiff will be

Entry

Taken as true, and judgment rendered accordingly. You will make due return of this summons on the 20th day of August C. D. 1894.

Witness my hand and the seal of said Court, this 7th day of August C. D. 1894.

J. W. Gosnell, Clerk.

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

Sheriff's Fee.	\$	7
Service Return.		50
Mileage	2	80
Copy.		25
Total	\$	3 65.

Received this writ August 8th C. D. 1894 at 2 o'clock P. M. and endeavored to notify the within named Sarah E. Goodlin but she was not found in my bailinick.

M. R. Bufant Sheriff. By
Jos. H. Raiston, Deputy.

Summons.

The State of Ohio,
Union County. | To the Sheriff of Union County:

You are hereby commanded to notify Sarah E. Goodlin that she has been sued by G. M. Freeman in the Court of Common Pleas of Union County, and must answer by the 29th day of September C. D. 1894 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 Tenth day of September C. D. 1894. Witness my hand and the seal of said Court, this 27th day of August C. D. 1894.

J. W. Gosnell, Clerk.

The State of Ohio,
Union County. |

Sheriff's Fee.	\$	7
Service Return		50
Mileage	2	80
Copy.		25
Total	\$	3 65.

Received this writ August 28th C. D. 1894 at 9 o'clock A. M. and served same by delivering personally to the within named Sarah Goodlin a true certified copy of this writ with all endorsements as hereon.

M. R. Bufant, Sheriff. By
Joseph H. Raiston, Deputy.

Afterward on the 5th day of October, C. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Common Pleas Court, Union County, Ohio.

G. M. Freeman, Plaintiff.
Vs.
Sarah E. Goodlin et al
Defendants.

Entry

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Daniels. to the v. Interest with interest Plaintiff.

Effie L. by G. M. and must answer plaintiff of April Court. This

@ clock P. M. is writ with Effie L. Daniels Sheriff.

Sarah E. The Court of 8th day of Diff will be

This cause now coming on for hearing on the petition and the evidence the Court find that the defendant Sarah E. Gooch and Effie L. Daniels were duly served with summons in this case and that they are in default for answer and demurrer and that the allegations of the petition and thereby confessed them to be true and that there is due to this plaintiff from the defendant Sarah E. Gooch the sum of (on the promissory notes set forth in the petition Six Hundred and Fifteen (\$615⁰⁰) Dollars with interest to the first day of this term. The Court further find. The Court further find that in order to recover the payment of said notes the defendant Sarah E. Gooch executed and delivered to said H. M. Freeman, plaintiff has certain mortgage as in the petition described and on the premises therein set forth. That said mortgage was duly recorded in Vol. 31 Page 319 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. It is therefore considered by the Court that the plaintiff recover from the defendant the said sum of Six Hundred and Fifteen (\$615⁰⁰) Dollars, and his costs herein expended, and it is further adjudged and decreed that unless the defendants Sarah E. Gooch or Effie L. Daniels shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs of this case and to the plaintiff the sum so found due as aforesaid with interest from the 1st day of this term the defendants equity of redemption be foreclosed and said premises be sold and that an order of sale issue therefor to the Sheriff of Union County Ohio directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further orders.

Attest J. N. Gornell

H. M. Merchant Attorney for Plff.

Petition No 6749.

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Torney for Plff.

Please continuance 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 10th day of September in the Year of Our Lord One Thousand eight hundred and ninety-four.

Be it remembered that heretofore to wit on The 22nd day of June A. D. 1894 Catherine M. Bushong filed in the Clerk's office of the said Court of Common Pleas the following Petition against Grant Kilbury and William Mellwood: to wit:

Petition
No 6749.

Catherine M. Bushong Plaintiff } Union County Ohio
Vs. }
Grant Kilbury and William Mellwood: Defendants. } Court of Common Pleas.
Petition.

Plaintiff Catherine M. Bushong for cause of action against Defendants Grant Kilbury and William Mellwood says that there is due her from said Defendants upon their joint and promissory note which is in the words and figures following to wit:

#600.⁰⁰ Mar 6th 1891 On the sixth day of March-1894. I or we or either of us, promise to pay Catherine M. Bushong, or heres. Six Hundred Dollars, at 8% Interest from date.

(Signed) Grant Kilbury.
William Mellwood."

Said note is endorsed as follows: Sept 17. 1891. paid on the within note # 2.⁰⁰. Dec. 18. 1891. # 6.⁰⁰ Paid on within note # 41.⁰⁰ The sum of Six Hundred Dollars with eight per cent Interest thereon from the 6th day of Mar. 1892.

Wherefore Plaintiff asks judgment against defendants in said sum of six hundred Dollars with Interest thereon at the rate of eight per cent per annum from said sixth day of March. 1892. and for costs.

State of Ohio. Logan County. S. S.
S. J. Southard. Attorney for Plaintiff.
S. J. Southard being sworn says that he is Attorney for Plaintiff duly retained in the premises that the action is founded upon an instrument for the unconditional payment of money, only which instrument he has in his possession and that the allegations herein contained are true as he verily believes.

S. J. Southard.

Sworn to and subscribed in my presence this 20th day of June 1894.
John P. Ciskin Notary
Public in and for Logan County Ohio.

To the Clerk.
I issue summons to The Sheriff of Union County. returnable according to Law. enclosed - Amount claimed # 600.⁰⁰ with 8% interest thereon from March-6th 1892.

S. J. Southard. Attorney for Plaintiff.

Summons.

The State of Ohio.

Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Grant Kilbury and William Mellwood, that they have been sued by Catherine M. Bushong, in the Court of Common Pleas of Union County, and must answer by the 21st day of July A.D. 1894 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly:

You will make due return of this summons on the 2nd day of July A.D. 1894. Witness my hand and the seal of said Court, this 22nd day of June, A. D. 1894.

R. M. Gray, Clerk.

The State of Ohio, Union County.

Sheriff's Return.

Sheriff's Fee	\$	65
Services Return	#	65
Mileage	5	92
Copy		30
Total	\$	687

Received this writ June 22nd A.D. 1894 at 4 o'clock P. M. and served same by leaving a true copy of this writ with the intorsements thereon at the usual place of residence of William Mellwood, June 26th 1894 and by leaving a copy at the usual place of residence of Grant Kilbury, June 27th 1894.

William G. Snodgrass, Sheriff.

Entry No 6749.

Catherine M. Bushong Plaintiff.

vs.

Grant Kilbury and William Mellwood, Defendants.

Entry No 6749.

This day this cause came on to be heard on the Petition of Plaintiff, and the Court finds that each of said Defendants have been duly served with summons and are properly in Court, and the Defendants and each of them are in default for answer or demurrer to the petition herein, and the Court finds that the allegations contained in the petition are true, wherefore it is considered and adjudged by the Court that the said Plaintiff Catherine M. Bushong, recover against the said Grant Kilbury and William Mellwood and each of them severally on the promissory note described in Plaintiff's petition the sum of Seven hundred and twenty (720) Dollars which Judgment is entitled to draw interest at the rate of 8% per annum from the 10th day of September 1894 together with her costs.

September 10th 1894 Approved.
John A. Price Judge.

Attest J. N. Gosnell Clerk

Affidavit

Answer.

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Please continuance and held at the Court House in Mansfield 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 W. Price Judge of Said Court of the term of September to wit on the 10th day of September 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 September A. D. 1894 The Delaware Savings Bank Company, filed in the Clerk's office of the Said Court of Common Pleas the following petition against G. F. Bractley: to wit:

The State of Ohio.

Union County S. S.

In Court of Common Pleas.
Petition.

The Delaware Savings Bank Company: Plaintiff.

Against
G. F. Bractley, Defendant.

The plaintiff is banking a corporation duly organized and existing under and by virtue of the laws of the State of Ohio and it alleges that the Defendant G. F. Bractley on or about the 28th day of March A. D. 1893 executed and delivered to said Plaintiff his promissory note, of that date, together with a warrant of Attorney, which promissory note and warrant of Attorney are hereto attached, marked "Exhibit A" and made a part of this Petition. Said Plaintiff further say that said promissory note is due and unpaid, that it is the legal owner and holder thereof, and that there is still due it from said Defendant the sum of three hundred dollars with interest from the 27th day of September A. D. 1893. Wherefore, the Plaintiff asks judgment against said Defendant for the sum of three hundred dollars with interest thereon, from the 27th day of September A. D. 1893 and for costs of suit.

G. M. Mickham, Plaintiff's Attorney.

Affidavit

The State of Ohio.

Union County S. S.

Affidavit.

G. M. Mickham being duly sworn, says that he is the Attorney of said Plaintiff that this action is brought upon an instrument in writing for the unconditional payment of money only, that said instrument in writing is in his possession, and that he truly believes the statements contained in the foregoing Petition are true, in substance and in fact.

G. M. Mickham.

Sworn to by said G. M. Mickham before me, and by him subscribed in my presence, this 20th day of September A. D. 1894.

J. W. Gosnell, Clerk.

The State of Ohio.

Union County S. S.

In Court of Common Pleas.

Answer.

The Delaware Savings Bank Company, Plaintiff.

Against
G. F. Bractley, Defendant.

Answer.

By virtue of the warrant of Attorney attached to the foregoing

Petition, I John L. Postle an Attorney at Law in the several Courts of Record in the State of Ohio hereby enter an appearance for the said Defendant at the suit of The Delaware Savings Bank Company Plaintiff

Against said G. F. Bradley Defendant: and waive the issuing and service of process therein, and confess a Judgment in favor of the said. The Delaware Savings Bank Company against said G. F. Bradley for the sum of three hundred and twenty three and 50/100 Dollars and fifty cents. Damages being the amount appearing due for Principal and Interest on said Promissory Note, and a two per cent cost of suit and I do hereby release all errors and waive all right of appeal.

John L. Porter Defendant's Attorney,

300-

Delaware, Ohio, March 28th 1893.

Kindly days after date, for value received, we or either of us promise to pay to The Delaware Savings Bank Co. of Delaware, Ohio, or order at its Banking House.

Three Hundred _____ Dollars.

with interest at 8 percent per annum after maturity, payable annually, and we hereby authorize any Attorney at law in the United States to appear before any Court of Record, after the above money becomes due and waive the issuing and serving of process and confess a Judgment against us in favor of the holder of this note for the amount appearing due and the costs of suit, and thereupon to release all errors and waive all right of appeal and stay of execution in our behalf, and we hereby waive all right to the appraisal of real estate on any execution issued on any Judgment rendered on this note.

J. C. Evans. Seal.
G. F. Bradley. Seal.

Enclosure.

July 1st 1893. Interest paid for 90 days to September 27th 1893.
(by Mrs Lindsey - with Mrs Bradley.)

The Delaware Savings Bank.
Company: Plaintiff.
Against:
G. F. Bradley Defendant.

Judgment by confession for \$ 323. 50/100

Entry.
No 6802.

This day came the Plaintiff by E. M. Wickham's Attorney and filed its Petition against said Defendant and thereupon John L. Porter an Attorney at law of this Court by virtue of a warrant of Attorney for that purpose, duly executed by said defendant now produced in open Court prowa shown to the Court, and filed with the Clerk thereof, appeared in open Court in behalf of the said Defendant, waived the issuing and service of process entered the appearance of said Defendant, herein, and acknowledging that said Defendant did owe and was indebted unto the Plaintiff as it has in its petition alleged by virtue of said warrant of Attorney, confessed that there was due from said Defendant to said Plaintiff on said indebtedness, the sum of Three hundred and twenty three and 50/100 Dollars bearing interest at 8 percent per annum, and that said Plaintiff ought to recover of said Defendant a Judgment for that sum, it is therefore considered by the Court here that the said. The Delaware Savings Bank Company Plaintiff does recover of the said G. F. Bradley Defendant the sum of Three hundred and twenty three and 50/100 Dollars so confessed as aforesaid with interest from September 20th 1894 at 8 percent per annum and also costs in its behalf expended taxed to it and by virtue of said warrant of Attorney all errors in this action, Judgment and proceeding and all proceeding petitions and writs of error thereon, are by said Defendant waived and released.

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Please continuance and held at the Court House in Mansville within and for the County of Union in the Sixth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of said Court of the term of September to wit on the 10th day of September in the year of Our Lord One Thousand eight hundred and ninety four.

Be it remembered that heretofore to wit on the 27th day of July A.D. 1894, Emma M. Norlp filed in the Clerk's office of the said Court of Common Pleas the following petition against George Kleiber et al - to wit:

Court of Common Pleas, Union County, Ohio.

Petitioner.

Emma M. Norlp, Plaintiff.

v.

George Kleiber, Mary A. B. Kleiber, Catherine Kleiber, and George L. Norlp, Defendants.

Petitioner.

Plaintiff has a legal right to and is seized in fee simple - by purchase from the defendant, George Kleiber or wife of the undivided one-half part of the following real estate - subject to the life estate of the defendant - Catherine Kleiber - hereafter described - Said real estate situated in the County of Union, Township of Paris, State of Ohio, part of Virginia Military Survey No. 3352, and bounded and described as follows: - Being Lot No 13 of a subdivision of said Survey made for J. B. Mc Garty by A. F. Wilkins. Beginning at a stake in the original Survey line - North East corner to Lot No. 12 of said subdivision - thence S. 9° 10' + E. 352 poles - with the line of said Lot No. 12 - to the center of the creek - thence, with the meanderings of the creek a north easterly course to a stake in the center of the creek, in the East line of the part of said Survey so divided by A. F. Wilkins - thence N. 9° 10' + W. 292 poles to the North East corner of said Lot No. 13 - thence to the beginning - containing 108 acres - more or less - Also another tract of land, lying and being in the same Township, County, State & Survey, and bounded and described as follows: Beginning in the center of a County road at the North West corner of the 108 acre tract above described thence, with the center of said road, S. 83° W. 16 poles to a stone & brick - thence S. 8 1/2° E. 102 3/4 poles to the center of the State Grant Road - thence, with the center of said road N. 70° E. 16 1/2 poles to the West line of said 108 acre tract above described - thence, with the West line of said land, W. 8 1/2° N. 98 3/4 poles to the beginning, containing 10 acres - containing in the two tracts 118 acres, more or less.

The defendant, Catherine Kleiber, is entitled to the undivided one-third interest in said lands - for the term of her natural life - or an estate equal to dower in said premises - The defendant, George Kleiber, is a tenant in common with plaintiff in said premises, and is the owner of the undivided one-half of said premises - subject to said interest of said Catherine Kleiber, Philip Kleiber from whom the parties were originally inherited said premises has been dead for more than one year he having died the day of The defendant, Mary A. B. Kleiber, is the wife of the defendant,

George Kliber the defendant. George L. Noelp, is the husband of plaintiff and defendant. Catherine Kliber is unmarried. Plaintiff desires to have her interest set off to her in severalty, and prays that the interest of said Catherine Kliber may be assigned to her, and that subject trusts partitions may be made, or, if that cannot be done without manifest injury, that such proceedings may be had as are authorized by law.

Dated ^{and} ^{and} J. G. Griffith Attorney for Plaintiff.

State of Ohio.

v. s.

Union County.

Emma M. Noelp - The plaintiff herein, being duly sworn, says she believes the allegations and matters stated in the foregoing petition are true.

Emma M. Noelp.

Sworn to and subscribed before me this 19th day of July, A. D. 1894.

J. M. Dillon, Notary Public.

Obtained.

We, the undersigned, hereby advise the issuing and service of summons in this case and voluntarily enter our appearance therein. We also admit the allegations made in this petition, and ask that the premises may be sold and that the proceeds arising from said sale be ordered distributed as provided by law - July 19th 1894.

Catherine Kliber, George L. Noelp, George Kliber, Mary C. B. Kliber.

In the Court of Common Pleas of Union County Ohio.

Answer, And, Cross Petition.

Emma L. Noelp Plaintiff, vs George Kliber et al, Defendant.

No. 6770. Answer and Cross Petition

Now comes which Bell and Company and by leave of the Court having been made party defendant here to make this their answer and cross petition and say.

This defendant is a partnership doing business in the State of Ohio, and its partnership name is which Bell and Company. That on the 28th day of December 1891 it recovered a judgment against John George Kliber before J. B. Coats, then a Justice of the Peace within and for the County of Union and State of Ohio, for the sum of Seventy four dollars and eighty five cents and \$1.95 costs of suit; and on the 23rd day of January 1892 this defendant caused a transcript of said judgment to be filed in the office of the Clerk of this Court and the same entered on the execution lien docket hereof in execution lien Docket No. 2 on page No. 5638, and said judgment then and thereby became a lien on the lands of said John George Kliber from and after the said 23rd day of January, 1892. on the 2nd day of October 1891 Philip Kliber, the father of the Plaintiff in this case and of said John George Kliber died leaving the lands in the petition described to his children, he having died intestate. Catherine Kliber is the widow of said Philip Kliber and she is a mother of said John George Kliber.

Priceps. No 6770.

Entry No 6770.

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After said transcript was filed and while the said judgment was a lien upon said lands said John George Kliber attempted to and did convey his interest in said lands to said Emma Noelp and the said Catherine Kliber, but this defendant avers that said conveyance was subject to the lien of the said Ulrich Bell and Company to the full amount of the said judgment and cost, and interest from the 28th day of December 1891, and this defendant avers that its said judgment and costs and interest is still the first and best lien upon the interest of said John George Kliber in the said premises. The said Philip Kliber left only three children and the said John George Kliber had a third interest in the said lands at the time said transcript was filed. The said Ulrich Bell and Company therefore pray that out of the proceeds of said property they may be paid the full amount of the said judgment with costs and interest being the sum of seventy six dollars and eighty cents with interest from the 28th day of December 1891, and for all proper relief.

Gammow & Gammow Attorneys for Ulrich Bell & Company.

The State of Ohio.

S. S.

Union County.

James Gutrick, being sworn says, he is one of the firm of Ulrich Bell and Company, and that the facts stated in the foregoing answer and cross petition are true as he believes.

James Gutrick.

Sworn to before me and signed in my presence, this 30th day of August 1894.

Orrin Heack Notary Public Franklin County Ohio.

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

Recipe.
No 6770.

Emma Noelp, Plaintiff.

Vs.

George Kliber, et al. Defendant.

Recipe.

To Clerk: Issue order of partition in the above entitled case.

J. E. Griffith & Porter & Porter Attorneys for Plaintiff.

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

Entry
No 6770.

Emma M. Noelp, Plaintiff.

Vs.

George Kliber, et al. Defendants.

No 6770.

Entry.

And now this cause coming on to be heard on the petition, the answer of all the defendants and the evidence the Court find that all the defendants have duly entered their appearance herein and have had due legal notice of the pendency and demand of the said petition and that Philip Kliber, whose name the parties originally claim, died more than one year prior to the filing of the petition, therefore, the Court further find that the plaintiff and the defendants herein after named are tenants in common in the estate described in the petition; that the said Catherine Kliber is

entitled to an estate equal to dower - viz = a life estate in the undivided one - third part of said premises - and that subject thereto the plaintiff Emma M. Norpe has a legal right to the one half of said estate, and the defendant George Kleiber, a legal right to the one half thereof, and that the plaintiff is entitled to have partition made of said premises, as prayed in her petition. It is therefore

ordered, adjudged and decreed that partition of said estate be made, and that an estate equal to dower therein be assigned to the said Catherine Kleiber; and that A. S. Mowry, John St. Robinson and Philip Rupright - three judicious and disinterested free holdors of the vicinity, are hereby appointed commissioners to make and set off the same.

But it is ordered, upon the answer of the said Catherine Kleiber that if, in the opinion of said commissioners, said estate cannot be divided by metes and bounds without injury to the value thereof, no estate be assigned said Catherine Kleiber and that said premises be appraised free from her said interest. And it is ordered that

a writ issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the commissioners above named he cause to be set off and divided to each of the above named parties, the part and proportion of said estate to which they are herein before severally bound entitled, and also to set off and assign the estate of said Catherine Kleiber, if said estate can be divided in manner as above.

If not without injury to said estate, in the judgement of said commissioners, then that said premises be appraised free from the interest of said Catherine Kleiber and of his proceedings herein the said Sheriff is ordered to make due return.

Approved.

Porter and Porter.

And.

J. C. Griffith.

Writ of Partition and Dower.

The State of Ohio.

Union County S. S.

To the Sheriff of said County - Meeting.

We command you, that without delay, by the oaths of A. S. Mowry, John St. Robinson and Philip Rupright you cause to be set off and assigned to Catherine Kleiber widow of Philip Kleiber late of said County, deceased, one full equal third part of the real estate hereinafter described; and that in like manner, by the like oaths of the same men, you cause partition to be made of the following Real Estate, situate in the County of Union Township of Paris State of Ohio part of Virginia Military Survey No 3352 and bounded and described to wit: being Lot No 6 of a subdivision of said survey, made for J. B. Mc Garty by A. F. Stilkins beginning at a stake in the original survey line North East corner to lot No 2 of said sub-division, thence S 9° 10' E 302 poles with the line of said lot No 2 to the center of the creek thence with the meanders of the creek a North easterly course to a stake in the center of the creek in the East line of the

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part of said survey so divided by A. F. Wilkins thence N 9° 10' 01 2.92 poles to the North East corner of said lot No 13. thence to the beginning containing 109 Acres more or less. Also another tract of land lying and being in the same Township, County, State and survey, bounded and described as follows: Beginning in the center of a County road at the North west corner of the 109 acres of land above described thence with the center of said road S 83° 01 16 poles to a stone and brick fence S 82° 01 102 3/4 poles to the center of the 1/4 mile gravel road thence with the center of said road N 70° 19 7/10 poles to the west line of said 109 acre tract above described thence with the west line of said land N 82° 01 98 3/10 poles to the beginning containing 10 acres containing in the two tracts 119 acres more or less. Subject to said Dower estate, among the persons named herein, and the following proportions, to wit:

- To Emma M. Noelp. One half part.
- To George Kleiber. One half part.

And if, in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the same both subject to, and also free from the dower of the said Catherine Kleiber 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 Emma M. Noelp was Plaintiff and George Kleiber et al are defendants: And that your proceedings in the premises you distinctly certify, under your hands, to our said Court forthwith. Witness my name and the seal of the Court of Common Pleas, at the Court House in Marquette this 12th day of September A. D. 1894

J. N. Gosnell Clerk.
By J. A. Gosnell Deputy.

Sheriff's fees. 18	9
Service	25
Mileage	72
Executing Writ	1 00
Swearing Com	25
Report Com	25
Return	25
Total	#2 72
Commissioners fees.	
Total	#4 00

Sheriff's Return.

As commanded by the foregoing writ of partition and Dower, I have executed the same by the oath of C. S. Money-John St. Robinson and Philip Reppright, Commissioners, and the said Commissioners bring of the opinion that the said premises can not be divided without manifest injury, I have caused the same to be appraised: all of which will more fully appear by reference to the report of the said Commissioners, herewith returned: Given under my hand this 18th day of September A. D. 1894.

Attest: G. Snodgrass Sheriff.

Commissioners Report.

Emma M. Noelp.
Against.
George Kleiber & others.

Union County, S. S.
Court of Common Pleas.
In Partition and Dower.

According to the command of the writ of partition and dower in this case issued, and on call of the Sheriff of said County, we, the undersigned commissioners, after being first duly sworn.

and upon actual view of the premises, we are of opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same subject to the said dower estate of Catherine Kleiber at three thousand five hundred and forty dollars (\$3540⁰⁰) and we estimate the value of the same free of said dower estate at four thousand six hundred and forty dollars (\$4640⁰⁰) we estimate the value of the Dower estate at (\$1100⁰⁰)
 Given under our hands this 17th day of September A.D. 1894

C. S. Moroy.
 John M. Robinson.
 Philip Rupright. | Commissioners.

Fees and Costs.

John M. Robinson. Commissioner 1 day \$1⁰⁰
 Philip Rupright Commissioner 1 day \$1⁰⁰
 C. S. Moroy. Commissioner 1 day \$1⁰⁰
 Same Military Report. \$1⁰⁰
 \$4.00

Court of Common Pleas Orms County Ohio.

Answers.
 No. 6770.

Emma M. Neolp. Plaintiff
 Against:
 George Kleiber, Mary A. B.
 Kleiber, Catherine Kleiber
 and George L. Neolp.
 Defendants.

Answer

No. 6770.

The defendant, Catherine Kleiber who is the widow of Philip Kleiber deceased files this her answer in the case, and consents to and asks that the land described in the plaintiffs petition be sold free from her dower in the same. - she consenting that her dower be paid to her in money, from the proceeds of the sale of said premises according to the annuity table, and according to the rules of law, allowing her to take the value of her estate in money from the proceeds of the sale of said premises, she therefore asks that said premises be sold free from her said dower in the same and that the full value of her dower estate be paid to her in money as aforesaid, and as the Court may order.

Catherine Kleiber,

being sworn makes oath that the facts stated in the foregoing answer are true as she believes.

Sworn to by Catherine Kleiber before me and signed by her in my presence this 29th day of September. A. D. 1894.

J. W. Gosnell Clerk of Court.
 By J. A. Gosnell Deputy.

Partitions.

Emma M. Neolp
 vs.
 George Kleiber, Mary
 A. B. Kleiber, Catherine
 Kleiber and George L. Neolp.

In Partition.

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This day this cause came on to be heard upon the return of the Sheriff and the report of the Commissioner heretofore appointed herein, and on 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 said Commissioner have made and returned their appraisement of said premises subject to the dower of said Catherine Kleiber in the sum of three thousand five hundred and forty dollars (\$3540) and said Commissioner have appraised and returned the value of said premises free from said dower estate at four thousand six hundred and forty dollars (\$4640) and the value of said dower estate at eleven hundred dollars (\$1100⁰⁰) And the Court find the said return and proceedings are in all respects correct and in conformity to law, and do therefore approve and confirm the same. And thereupon neither of said parties electing to take said premises at its appraised value, and the Court further finding that the said Catherine Kleiber widow of Philip Kleiber deceased has filed her answer in this case consenting to and asking that said premises be sold free from her said dower estate in the same she consenting and desiring to take the value of her said dower in money, according to its full and true value &c. It is therefore on motion of plaintiff ordered and decreed that said premises be sold at public auction according to law, and free from said dower estate, and that an order issue to the Sheriff of said County of Union, commanding him to proceed and sell said premises free from dower as aforesaid and that said Sheriff return his proceedings thereon together with the proceeds of said sale to this Court without unnecessary delay subject to its further order in this behalf.

Order of Sale in Partition.

The State of Ohio.

To the Sheriff of said County: Greeting:

Union County, S. S.

In pursuance of the order of our Court of Common Pleas, within and for the County of Union at the September term, A. D. 1894, in a certain Petition for Partition, now pending in said Court, wherein Emma M. Wolf Plaintiff and George Kleiber, Mary C. B. Kleiber, Catherine Kleiber and George L. Wolf defendants we command you that, without delay, you proceed to sell at public auction. - The lands and tenements in said petition described, to wit:

Situated in the County of Union, Township of Paris, State of Ohio, part of Virginia Military Survey No 3352 and bounded and described as follows: Being lot No 13 of a subdivision of said Survey made for J. B. McGarty by A. H. Wilkins. Beginning at a stake in the original Survey line - North East corner to lot No 12 of said subdivision - thence S 9° 10' 35.2 poles with the line of said lot No 12 to the center of the creek - thence, with the meanderings of the creek a north easterly course to a stake in the center of the creek, in the East line of the part of said survey so divided by A. H. Wilkins thence N. 9° 10' W. 292 poles to the North East corner of said lot No 13 - thence to the beginning - containing 108 Acres more or less - Also another tract of land lying and being in the

same township, County, State and survey and bounded and described as follows:

Beginning in the center of a County road at the North west corner of the 106 Acres of land above described - thence with the center of said road S. 83° W 16 poles to a stone and brick - thence S 82° E 162 ⁷/₁₀₀ poles to the center of the State Grant Road - thence, with the center of said road N. 70° E 16 ⁷/₁₀₀ poles to the west line of said 106 Acres tract above described - thence, with the west line of said land N 82° W 98 ³/₁₀₀ poles to the beginning, containing 10 Acres containing in the two tracts 116 Acres, more or less.

Appraised at \$4640 free from the Dower Estate of Catherine Klitew: and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term, and have you then and there this writ.

Witness my hand and the seal of the said Court at Marysville this 2nd day of October A. D. 1894.

J. N. Gosnell Clerk.
By J. A. Gosnell Deputy Clerk.
Sheriff's Return.

The State of Ohio.

S. S.

Union County.

I received this order of sale on the 2nd day of October 1894 and in obedience to the command of the same, I did, on the 3rd day of October 1894 cause to be advertised in the Marysville Tribune (a newspaper printed and published and of general circulation in Union County) said lands and tenements to be sold at public sale, at the door of the Court House of said County, on the third day of November A. D. 1894 at one o'clock P. M. of said day, and having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did, on said 3rd day of November A. D. 1894 at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and then and there came George L. Neelp, who bid for the same the sum of five thousand three hundred and sixty five (\$5365 ⁰⁰/₁₀₀) Dollars, and said sum being more than two-thirds of the appraised value thereof, and said George L. Neelp being the highest and best bidder thereof, I then and there publicly sold and struck off said lands and tenements to him for the said sum of \$5365 ⁰⁰/₁₀₀ Dollars.

Entry No. 1770.

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Afterward on the 4th day of December, A.D. 1874 an entry was made on the Journal by the Clerk of the Court.

Entry
No 6770.

Emma M. Neelp Plaintiff. } No 6770.
Against }
George Kleiter, Mary A. B. }
Kleiter, Catherine Kleiter }
George L. Neelp Defendants. } Entry.

This day on motion of the plaintiff, and upon producing the return of the Sheriff of his proceedings and sale, under the former order of this Court and being satisfied on examination that the same has been had in all respects according to law, the said proceedings and sale are hereby approved, and confirmed, and the said Sheriff is ordered by deed duly executed to convey said premises to the purchaser, George L. Neelp in fee simple free from the claim of the said Catherine Kleiter. And the said Catherine Kleiter having acknowledged that in law of her dower its value to be paid to her in money, the Court find the just and reasonable value of her dower interest in said premises to be \$1,076.31. And it is further ordered that out of the proceeds of said sale the Sheriff should pay, - First to the Treasurer of said County of Union, the sum of forty-nine and 100/100 Dollars, being the taxes legally charged and now due against said premises; Second: to the Clerk of this Court the costs of this action, amounting to \$65.94, and a counsel fee of \$137.30 to be paid to Porter & Porter and to J. G. Griffith, but \$68.65 to Porter & Porter, and 68.65 to said J. G. Griffith, for the services herein; Third: To the said Catherine Kleiter widow of the said Philip Kleiter the sum of \$975.30 as her full dower interest in said premises after paying her share of taxes and costs; Fourth: To Arthur Bell & Co. \$89.50 being the amount of their judgment and costs against the said John George Kleiter, according to their answer and cross petition herein filed, to be paid out of what was the interest of John George Kleiter when the transcript was filed; Fifth: And of the residue of the proceeds of said sale to the plaintiff Emma L. Neelp one half of the cash proceeds remaining to wit: The sum of \$569.⁰⁸ and also one half of the notes for the deferred payments; And the defendant George Kleiter a like amount of the said proceeds of the said sale remaining, to wit: \$569.⁰⁸ and also one-half the notes for the deferred payments.

J. G. Griffith,
Porter & Porter,
Cameron & Cameron.

Please continuance 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 10th day of September in the year of our Lord one thousand eight hundred and ninety-four.

Be it remembered that heretofore to wit on the 5th day of October A. D. 1894. The Peoples Bank filed in the Clerk's office of the said Court of Common Pleas the following petition against George F. Bennett, T. S. Pearl and J. B. Granston to wit:

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

The Peoples Bank, Plaintiff.

Vs.

Petition.

George F. Bennett, T. S. Pearl and J. B. Granston, Defendants.

Plaintiff is a partnership formed for the purpose of carrying on business in the State of 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 dollars, which it claims with interest at the rate of eight per cent, per annum, from the 26th day of May A. D. 1894.

Wherefore plaintiff prays Judgment against said defendants, for the said sum of four hundred dollars with interest thereon at the rate of eight per cent, per annum, from the 26th day of May A. D. 1894 and for costs of suit.

J. E. Griffith, Attorney for Plaintiff.

State of Ohio.

S. S.

County of Union.

J. E. Griffith, being duly sworn, says that he is the attorney of said plaintiff; that the foregoing petition is founded upon a written instrument for the payment of money, which instrument is in affiant's possession; and that the statements contained in the foregoing petition are true, as affiant believes.

J. E. Griffith

Sworn to before me, and subscribed in my presence this fifth day of October, 1894,

J. W. Tilton, Notary Public,
Common Pleas Court of Union, County, Ohio.

The Peoples Bank, Plaintiff.

Vs.

Answer.

George F. Bennett, T. S. Pearl and J. B. Granston, Defendants.

Answer.

J. J. Hy. Skinkade an Attorney at law in the several Courts of record of this State, by virtue

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of the warrant of Attorney, annexed to the foregoing petition, do hereby enter the appearance of said defendants in this suit, and waive the issuance and service of process herein, and confess judgment in favor of said plaintiff against said defendants on the note attached to said petition, for the sum of Four Hundred eleven & ⁴⁷/₁₀₀ dollars being the amount appearing due for principal and interest on said note, and also for costs of suit herein; and I do hereby release and waive all exceptions, errors and right of appeal in the premises

J. H. Sinkade, Attorney for Defendants.
Common Pleas Court of Union County, Ohio.

The Peoples Bank Plaintiff.
vs.
George A. Bennett & J. S. Pearle
J. B. Granston. Defendants.

Judgment.

This day came the plaintiff by its Attorney; also came J. H. Sinkade an Attorney at law of this Court, on behalf of the defendants and by virtue of a warrant of Attorney duly executed by said defendants and now produced to the Court, and a copy of which is filed with the Clerk of this Court, entered the appearance of said defendants, waived the issuance and service of process in this action, and, with the assent of the plaintiff, confessed that the said defendants are justly indebted to the said plaintiff in the sum of four hundred and eleven and ⁴⁷/₁₀₀ dollars; with interest at 8% from October 5th 1894 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 eleven and ⁴⁷/₁₀₀ dollars together with the costs herein expended taxed at \$4.⁰³

Copy Exhibit A

#400#
Thirty days after date, as principal debtors, we jointly and severally promise to pay to The Peoples Bank, or order, at Mansfield, Ohio: Four hundred & no ¹⁰⁰/₁₀₀ Dollars
for value received
and we hereby dispense with the demand of payment of this note, and authorize any Attorney at law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, with eight per cent. interest payable annually after the same shall become due, together with costs of suit, and release all errors, and waive all rights of appeal in this behalf
Witness our hands and seals, this 26th day of April 1894.

Attest J. N. Gosnell Clerk
Signed | George A. Bennett Seal.
| J. S. Pearle Seal.
| J. B. Granston Seal.

Union.

formed for the due plaintiff tick, with all exhibit "A" and Dollars, cent, per dants, for ou at the of May Plaintiff.

That he is is founded up, which the statements ant believes. Griffith This fifth c. Ohio.

an Attorney is, by virtue

Please continuance and held at the Court House in Marysville within and for the County of Union in the 5th Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of said Court of the term of September to wit on the 15th day of September in the year of our Lord One thousand eight hundred and ninety four.

Be it remembered that heretofore to wit on the 7th day of February A.D. 1894 Philip Snider et al filed in the Clerks office of the said Court of Common Pleas the following petition against George A. Fox et al. to wit.

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

Philip Snider, H. A. Rodabaugh, L. F. Carpenter,
 J. G. Schieler, Orasmus Poling, Michael Gody,
 Geo. A. Kausch, Monroe Amarin, John Dull,
 A. J. Whitney, G. S. Chapman, J. S. Harmon,
 V. Turner, George Mader, Conrad Wolff,
 J. B. Burns, John G. Cassman, George Bishop,
 Samuel S. Meade, G. W. Millison, Jeremiah Poling,
 J. St. Southard, John M. Hooney, W. A. White,
 James Shirk, Wm. H. Robt. Marsh & Milgus,
 John St. Robinson, H. M. Macey, Church Bro^{er} & Held,
 H. G. Kullington, J. M. Longbrake, J. A. Cherry,
 W. H. Wood, John S. Dodge, P. Rupright,
 J. S. Rogus, R. Turner, G. L. Robinson^{and}
 G. D. Perfect, J. St. Robinson, R. M. Gray^{and}
 W. B. Robinson,

Plaintiff.

Against.

George A. Fox, G. A. Powers, S. D. Boyd,
 J. A. St. Kausch, Wm. Staley, Geo & manub Fox,
 W. A. Shuler, A. Phillips, L. Windman,
 John Kendall, George Trapp & Emanuel Jarvis,
 Davis & Rankin Building & Manufacturing Company,
 Peoples Bank.

Defendants.

Plaintiff's say: that they own and represent seven-tenths (7/10) of the capital stock of the Marysville Butter and Cheese Company, a corporation organized under the laws of the said State of Ohio, and that said plaintiffs Wm. H. Robt. J. R. Marsh (of the firm of Marsh & Milgus), J. M. Longbrake, James Shirk, L. F. Carpenter, and George A. Kausch, are the present board of Directors thereof. They further say that object of said corporation was to manufacture butter and cheese and to that end a lot was purchased, building erected and machinery furnished and placed in said building for that purpose. That said machinery has been lying idle for several months past and by non-use thereof is liable to become rusted and

Petition No 6508.

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be a loss to said stock-holders. That realizing such prospect of loss said Board of Directors caused a notice to be sent to each stock-holder for a meeting thereof and on January 21st 1893 in pursuance of such notice the stock-holders met at the time and place appointed for such meeting, and after due consideration (There being more than a majority of said stock-holders and stock represented) it was decided to wind up the affairs of said corporation and ⁴⁴/₅₄ of the stock-holders representing ⁴⁴/₅₄ of the Capital stock signed a paper appointing R. L. Woodburn, Esq. as Receiver of said Corporation. It was further decided by said stock-holders at said meeting that said Receiver should proceed without unnecessary delay to advertise said property aforesaid for the period of twenty days and should then sell the same to the highest bidder at public sale and should pay off all debts of the said corporation and distribute the remainder among the stock-holders according to their respective interests.

The said corporation owns the lot and building situated on the south west corner of the intersection of fourth street with Ghury street in the Village of Mansville, Union County, Ohio, and the Burtis and Ghuree machinery in said building and owns no other property of any kind. The said corporation is indebted to the Peoples Bank, defendant of almost \$500.00 but owes no other debts of any kind. Davis and Rankin Building & Manufacturing Company claiming to be a corporation organized under the laws of the State of Illinois claims a lien on said premises, and an account of fifty three Dollars against said Company. The plaintiffs pray that in accordance with the action of said stock-holders said R. L. Woodburn be appointed Receiver to advertise and sell said property. That the rights of said Lien-holder be adjudicated, the debts due from said Corporation be paid, distribution made of the remainder of the proceeds and for the winding up of the affairs of said Corporation, and for all proper relief in the premises.

J. W. Robinson & John M. Budrick
Attorneys for Plaintiffs

The State of Ohio.
County of Union.

S. S.

J. R. Marsh one of said Plaintiffs being sworn makes oath that the facts stated in the foregoing Petition, are as affiant believes true.

J. R. Marsh.

Sworn to by said J. R. Marsh before me and signed by him in my presence this Seventh day of February, A. D. 1893.

James M. Gambrell
Notary Public.

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

Philip Snider et al. Plaintiffs
Against
George A. Hoy et al. Defendants.

Motion to appoint Receiver.

Plaintiff's say:
Capital stock of
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And now comes the said plaintiffs and move the Court for a Receiver herein to take charge of the property of the Mansfield Butter and Cheese Company for the reason that the property is liable to be wasted and be of great loss to the stock-holders by reason of delay and non-use thereof, and that no person is in occupation thereof, but said building is locked up and the machinery lying idle. Plaintiffs further say that said Company is indebted to the Peoples Bank in the sum of about five thousand Dollars, and that there is no money in the Treasury of said Company and that there are no debts, accounts or claims due said Company, nor no part of the Capital stock thereof remains unpaid to this Company, and there is no property or effects out of which the said debt can be paid except the property set forth in Plaintiffs Petition herein filed.

Plaintiffs further say that $\frac{3}{4}$ of the stock-holders of said Company representing $\frac{3}{4}$ of the Capital stock thereof have agreed on R. L. Woodburn Esq. as Receiver herein and their written consent is herein filed.

J. W. Robinson and John W. Brodick.

Attorneys for Plaintiffs

We the undersigned stock-holders of the Mansfield Butter and Cheese Company hereby name the issuing and service of process herein and agree that R. L. Woodburn be appointed as Receiver to wind up the affairs of said Company.

1. Philips Enicker
2. H. A. Rodabaugh
3. L. F. Carpenter
4. J. G. Schickler
5. Orsamus Poling
6. Michael Gody
7. Geo. A. Kausch
8. Monroe Amarine
9. John Dull
10. A. J. Whitney & S. Chapman
11. J. S. Harmon
12. O. Turner
13. George Modes
14. Conrad Stoff
15. J. B. Ruess
16. John G. Aseman
17. George Bishop
18. Samuel Westlake
19. J. W. Killison
20. Jeremiah Poling
21. J. W. Southard
22. John W. Hornby
23. W. F. White
24. James Shirk
25. Wm. H. Robt.
26. March W. Wilgus
27. John W. Robinson
28. H. W. Morey
29. Church Burt Miel
30. W. G. Fullington
31. J. W. Longbrake
32. J. A. Cherry
33. W. F. Wood
34. John S. Dodge
35. P. Ruppicht
36. J. S. Rogus
37. R. Turner
38. G. L. Robinson
39. G. D. Perfect
40. Geo. Emanuel Fox
41. Geo. A. Fox
42. Geo. Trapp
43. A. Phillips
44. John Kencl
45. Emanuel Jarvis
46. W. A. Shuler
47. Chas. W. Powers
48. L. Meidman
49. J. A. W. Kausch

We the undersigned stock holders of the Mansfield Cheese and Butter Company do hereby agree to have the Cheese and Butter factory and lot in Mansfield Ohio & all the property belonging to it sold and pay the debts and divide the balance among the stock holders, and we select R. L. Woodburn as our Agent to act as Receiver to sell said property at public sale after

Entry No 6508.

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Twenty days notice to the highest bidder and pay the debts and make said distribution and we authorize the officers of said Company to sign the deed to the purchaser of said property passing to him a clear title to said property when sold, January 21st 1893.

J. M. Robinson.
R. M. Gray.
A. B. Robinson.

Entry No 6508.

Philip Snider et al.
Vs.
George A. Fox et al.

Entry.

This day this cause came on for hearing on motion of the plaintiffs for a Receiver, and the petition and evidence adduced in support of said motion and the same was argued by counsel and submitted to the Court:

On consideration whereof the Court find that the said The Mansfield Butter and Cheese Company is the owner of the property set forth in the petition herein and that said property is liable to materially decrease in value to the injury of the creditors and stock holders.

The Court further find that at a meeting of the stock holders of said Company held in pursuance of a notice sent to each of them it was agreed that R. L. Woodburn esq. be appointed as Receiver of said Company and that said Receiver should proceed to sell said property after twenty days notice:

It is therefore considered, ordered and decreed by the Court that R. L. Woodburn esq. be, and he hereby is appointed Receiver of the property and effects of said Company, upon his entering into bond to the State of Ohio in the penal sum of three thousand and five hundred Dollars, and he is hereby ordered to proceed and sell said property as agreed upon by said stock holders and it is further ordered that he bring the proceeds thereof into Court for further order herein.

Burdick for Plaintiffs.

Receiver's Bond.

Whereas R. L. Woodburn was on the Seventh day of February A.D. 1893. duly appointed a Receiver in the case of Philip Snider et al. Plaintiffs

Against George A. Fox et al. Defendants, now pending in the Court of Common Pleas within and for the County of Union and State of Ohio.

Now, therefore, We, R. L. Woodburn, as principals, and as sureties undertake to the State of Ohio in the sum of three thousand and five hundred Dollars that the said R. L. Woodburn, shall faithfully discharge the duties of Receiver in the said action, and obey the orders of the Court therein.

R. L. Woodburn, J. M. Robinson, S. B. Woodburn.

I approve the above undertaking, and the sureties therein, R. M. Gray, Clerk of the Court of Common Pleas of Union County, Ohio.

Dated this Seventh day of February, A. D. 1893.

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The State of Ohio.

Union County S.S.

R. L. Woodburn makes solemn oath that he will faithfully perform the duties of Receiver in the within cause of Philip Snider et al. Plaintiffs. Against George A. Fox et al. Defendants. The above was signed by said R. L. Woodburn, in my presence, and sworn to by him, This eight day of February, A. D. 1893. before me.
Clerk of Court of Common Pleas of Union County, O.

Report of Receiver

Philip Snider et al. Plaintiffs.
Vs.
George A. Fox et al. Defendants.

No 6508.
Court of Common Pleas.
Union County, Ohio.
Receiver's Report.

To the Court of Common Pleas Union County, Ohio.
Having been appointed Receiver of the Mansfield Butter and Cheese Company at the February Term 1893 and ordered by the Court, to sell the property and effects of said Company, and in compliance with said order - after giving twenty days notice in the Mansfield Tribune a paper of general circulation in Union County - offered said property and effects on the premises of said Company at Public Sale March 18th 1893. at 1 o'clock P. M. - and the same was sold to J. R. Marsh and J. M. Longbaker for the sum of One Thousand and four dollars they being the highest bidders. Terms of sale one half cash in hand balance in six months.

Received. Cash. April 1st 1893. \$502.50
" " Dec 2nd 1893. 523.77
Total Amount. \$1026.27

Paid out as follows, on few vouchers herewith filed =

J. H. Shearer & Son.	June 2	1893.	No. 1	1.00
" " " "	" 2	1893.	" 2.	5.65
Peoples Bank	Dec. 2.	1893.	" 3.	500.00
" " " "	" 2.	1893.	" 4.	11.41
" " " "	" 15.	1893.	" 5.	28.37
John. M. Robinson.	" 19.	1893.	" 6.	3.00
G. F. Lentz.	Jan. 19.	1894.	" 7.	11.55
J. G. Furner.	" "	1894.	" 8.	1.00
B. J. Granston.	" 18.	1894.	" 9.	12.50
Fox	Jan. 22.	1894.	" 10.	79.20.
A. J. Spore.	March. 27.	1894.	" 11.	1.00
Robert. Patterson.	Sep. 29.	1894.		10.53
J. M. Robinson Atty				25.00
J. M. Brodrick. "				25.00
Porter & Porter. "				15.00
Costa Common Pleas Court.				8.95
R. L. Woodburn - Receiver				50.00
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Balance for Distribution \$237.11

Entry No 6508.

Entry. No 6508.

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Entry
No 6508.

Philip. Snider et al.
vs.
George A. Fox et al.

Court of Common Pleas.
Union County Ohio.

Entry.

This day came the parties and settled all matters existing between The Davis and Rankin building and manufacturing Co and The Mansville Cheese and Butter manufacturing Co by the said Mansville Cheese and Butter manufacturing Co paying all costs in this case and The Attorney fee of Porter and Porter Attorney fee said Davis and Rankin. Building and manufacturing Co.

Approved September 28th 1894

Robinson & Brodrick Atty for said Cheese Co
E. M. Campbell Atty for D & R. Building
& M. F. G. Co
Porter & Porter for last named Co. A. L. C.

Entry
No 6508.

Philip. Snider et al.
vs.
George A. Fox et al.

This day came this cause to be further heard by The Court.

Whereupon the Court confirms the sale made in this case of the creamery property and confirms the settlement between The Davis and Rankin building and manufacturing Co. and The Cheese and Butter factory Co of Mansville and confirm the report of R. L. Woodburn, Receiver in this case and order him, out of the money in his hands to pay the costs herein including \$25⁰⁰ to John M. Brodrick and \$25⁰⁰ to J. M. Robinson for their services as Attorneys for The Cheese and Butter factory and for the Receiver in this case and also a fee of \$50⁰⁰ to the Receiver for his services and the balance he pay to the stock holders of said Cheese and Butter factory in proportion to their shares in said Co and it is ordered that no record be made of the cross petitions of said Davis and Rankin building Co and The Cheese and Butter factory Co.

Attest J. N. Garnell Clerk

That the cause of Fox et al. Defendant vs. Snider et al. Plaintiff and before me. Union County, Ohio.

to sell said property with said Tribune said property sale to J. R. Marston four dollars in hand

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Please continuance 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 W. Price Judge of Said Court of The term of September to sit on The 10th day of September 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 October. A. D. 1894. James G. Ulrich. W. R. Bell and G. H. Glass partners doing business under name of Ulrich, Bell & Co. filed in in The Clerk's office of The Said Court of Common Pleas The following petition against Louis Gornier. To wit:

Petition and Answer in Cognovit.

The State of Ohio. Union County. S. S.

James G. Ulrich. W. R. Bell
and G. H. Glass partners doing
business under name of Ulrich
Bell and Company. Plaintiffs
vs.
Louis Gornier. Defendant.

In Court of Common Pleas.

Petition.

Civil Action.

James G. Ulrich, W. R. Bell, and G. H. Glass say They are partners doing business under the firm name of Ulrich Bell & Co. The above named Plaintiffs say that there is due to them from Louis Gornier the Defendant on a promissory note made by The Defendant Louis Gornier, dated The 19th day of October. A. D. 1894 a copy of which note, with the warrant of Attorney thereto annexed with all credits and endorsements there is hereto attached and made a part hereof and marked "ex A." The sum of Three Hundred Dollars, with interest thereon at the rate of 7% from The 5th day of July A. D. 1894. The Plaintiffs further say that they are the legal owners and holders of said note, that the same is due and unpaid: Whereupon The Plaintiff ask judgment against said Defendant for The sum of Three Hundred & 200 dollars with interest at 7 per cent from The 5th day of July. A. D. 1894.

J. M. Mooney. Attorney for Plaintiffs.

The State of Ohio.

Union County, S. S.

J. M. Mooney being first duly sworn says that he is the duly Authorized Attorney for plaintiffs that plaintiffs are now residence of said County of Union believe the statement in The foregoing petition to be true.

J. M. Mooney.

Signed by J. M. Mooney in my presence, and sworn to by him before me, this 11th day of October. A. D. 1894.

J. W. Gosnell. Clerk.

James G. Aubrick W. R. Bell, and
G. H. Gless partners doing business
under the firm name of Aubrick Bell
and Company. Plaintiffs

Vs.
Louis Garrini, Defendant.

In Court of Common Pleas,
Union County, S. S.

Defendants. Answer.

And now come Louis Garrini the
above named Defendant, by the undersigned J. L. Gammon, Attorney,
and waive the issuing and service of process in this cause, and consent
that judgment be entered herein in favor of the above named Plaintiff,
the holder of the note described in Plaintiff's petition, and against the
above named Defendant, for the sum of Three Hundred and five Dollars
and sixty 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. Oct 11th A. D. 1894.

J. L. Gammon, Attorney for Defendant.

James G. Aubrick W. R. Bell,
and G. H. Gless partners doing
business under name of Aubrick
Bell and Company. Plaintiffs.

Vs.
Louis Garrini, Defendant.

Entry.

This day came the Plaintiff by J. M. Mooney
their Attorney, and thereupon came J. L. Gammon 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 proved, waived the issuing and
service of process, and entered appearance of said Defendant herein, and
by virtue of the same warrant of Attorney, confessed that there is due
from said Defendant to said Plaintiff as is alleged in said
Plaintiff's petition, the sum of \$305 ⁹⁵/₁₀₀ it is therefore considered that
said Plaintiff do recover of said Defendant the said sum of \$305 ⁹⁵/₁₀₀
so as aforesaid confessed to be due, together with costs of suit herein, to
be taxed and with interest to be computed at the rate of 7 per centum
per annum, and by virtue of said warrant of Attorney, all errors are released.

\$672 ⁹⁵/₁₀₀

Columbus Ohio.

October 19th 1893.

Ninety days after date, for value received
we jointly and severally promise to pay Aubrick Bell and Company,
or order, at

Five Hundred Seventy Two & ⁹⁵/₁₀₀ Dollars.
with interest at the rate of 7 per cent
per annum payable annually.

And I hereby authorize any Attorney at law, to appear for me in action
on the above note, at any time after the same become due, in any Court of Record
in or of the State of Ohio, waive the issuing and service of process against me and confess
judgment in favor of the legal holder of the above against me for the amount that may be
due, with interest at the rate herein mentioned, and cost of suit, and to waive and release
all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness Our hands and seals. Louis Garrini. Seal.

Please continuance and held at the Court House in Mansfield 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 10th day of September in the year of Our Lord One Thousand eight hundred and ninety-four.

Be it remembered that hitherto to wit on the 11th day of September A. D. 1894. Louis G. Conrad, Executor of the Last Will and Testament of J. L. Bourgu. Sr. filed in the Clerk's office of the said Court of Common Pleas the following petition against J. L. Bourgu. Jr. to wit:

Petition and Answer in Cognovit.

The State of Ohio.

In the Court of Common Pleas.

Union County S.S.

Louis G. Conrad, Executor of the last will and Testament of J. L. Bourgu. Sr.

vs.

J. L. Bourgu. Jr.

Petition

Civil Action for money only.

The Plaintiff says that by virtue of appointment by the Probate Court of Union County, Ohio, he is the duly appointed and qualified executor of the Last Will and Testament of J. L. Bourgu. Sr. deceased. The above named Plaintiff says that there is due to him as such executor from J. L. Bourgu. Jr. Defendant, on three promissory notes made by the Defendant, to said J. L. Bourgu. Sr. one dated November 14th 1891, one dated February 2nd 1892 and one dated the 4th day of May A. D. 1892, which notes, with the warrants of Attorney thereto annexed, is hereto attached. The sum of Two thousand, Two Hundred and Sixty Two Dollars and ninety seven cents with 8% interest on \$1000.⁰⁰ from November 14th 1892 subject to a credit of \$6.⁰⁰ November 25, 1892, on \$1000.⁰⁰ at 6% from February 2nd 1892, and 6% on \$262.⁰⁰ from May 4th 1892. The Plaintiff further subject to a credit of \$50.⁰⁰ May 30th 1892, \$4.⁰⁰ June 16th 1892, \$2.⁰⁰ July 16th 1892, \$16.⁰⁰ August 25, 1892 says that as such executor, he is the legal owner and holder of said notes that the same are due and unpaid. The said Plaintiff says that he was appointed as executor of the Last Will and Testament of said J. L. Bourgu. Sr. by the Probate Court of Union County, Ohio on May 8th 1893, and that he thereupon duly qualified. Whereupon, the Plaintiff asks judgment against said Defendant for the sum of Two thousand, Two Hundred and eighty six Dollars and seventy cents, with interest on \$1083.⁰⁰ at eight per cent, and on \$1202.⁰⁰ at 6% from the 10th day of September A. D. 1894.

John M. Brudick Attorney for Plaintiff.

The State of Ohio.

Union County S.S.

Louis G. Conrad the above named Plaintiff being duly sworn, says that he believes the statement in the foregoing Petition to be true.

Louis G. Conrad.

thin and for the Court of Common Pleas Judge of said September in ninety-four, the day of at will and said Court of J. L. Bourgu. Jr. to wit:

my only.

ate Court of executor of the and Plaintiff w Jr. to said J. L. 1892 and one cents of Attorney Two hundred just on \$1000.00 w \$1000.00 at 6 of further subject August 25, 1892 aid notes that at he was J. L. Bourgu. Jr. and that he Judgment Hundred and 1083⁸⁰ at September ntiff.

id Plaintiff The foregoing

Subscribed by said Louis G. Conrad in my presence, and sworn to by him before me. This 8th day of September, A. D. 1894

J. H. Gornell, Clerk of Courts.

Louis G. Conrad, Executor &c.

vs. J. L. Bourgu. Jr.

In Court of Common Pleas Union County, S. S. Defendant's Answer.

And now comes J. L. Bourgu. Jr. 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 Plaintiff, the holder of the note described in Plaintiff's petition, and against the above named Defendant, for the sum of two thousand two hundred and eighty six dollars and seventy cents the amount appearing due for principal and interest on said note, and also consents 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. September 10th A. D. 1894.

W. W. Merchant, Attorney for Defendant.

Louis G. Conrad, Executor &c.

vs. J. L. Bourgu.

Conty.

This day came the Plaintiff by John M. Brodick his Attorney, and there upon came W. W. Merchant one of the Attorneys of Record of this Court, who, by virtue of a warrant of Attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process and entered appearance of said Defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said Defendant to said Plaintiff as is alleged in said Plaintiff's petition, the sum of \$2286.⁷⁰ it is therefore considered that said Plaintiff do recover of said Defendant the said sum of \$2286.⁷⁰ 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 on \$1083⁸⁰ and six per centum per annum on \$1102, ⁸⁷ 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.

\$1000⁰⁰ Mansville, Ohio. 7/14 1891. One Year After date, for value received, we or either of us, promise to pay J. L. Bourgu, Jr. or order, One Thousand Dollars at Mansville, Ohio, with per cent, after and 8 per cent, after due. And 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 holder of this note, for the amount of said note, and interest on the same at the rate of eight per cent. per annum, after the same shall become due, together with costs of suit, and release all errors and writs of error, and waive the stay of execution and all right of appeal in this behalf. J. L. Bourgu. Jr.

Credits of Interest paid. \$60 Paid November 26th 1892.

#1000⁰⁰ Marysville Ohio. 2/3 1892.

One Year after date for value received, we or either of us, promise to pay J. S. Bourque Sr. or order. One Thousand Dollars, at Marysville, Ohio, with 6 per cent, after date and 6 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, after the same shall become due, together with costs of suits and release all errors and writs of errors and waive the stay of execution and all right of appeal in this behalf.

J. L. Bourque, Jr.

#262.97 Marysville, Ohio. 5/4 1892.

One day after date, for value received, we or either of us, promise to pay J. L. Bourque Sr. or order, Two Hundred & Sixty Two & 97/100 Dollars, at Marysville, Ohio, with 6 per cent, after date and 6 per cent after due, and hereby dispense with demand of payment, protest and notice of non-payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waiving the issuing and service of process to confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said note, and interest on the same at the rate of eight per cent per annum, after the same shall become due, together with costs of suits, and release all errors and writs of errors and waive the stay of execution and all right of appeal in this behalf.

J. L. Bourque, Jr.

Enclosures.

#50⁰⁰ Paid 2/30 1892. #4.00 Paid 6/16 " 1892.
#2.50 Paid 7/16th 1892. #35.50 Paid 8/25th 1892.

#50.00
4.00
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6.00 Clerk Geo Vandeman.
10.00 " " "
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Attest J N Gamell Clerk

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Please continuance and held at the Court House in Mansfield 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 10th day of September in the year of Our Lord One thousand eight hundred and ninety four.

Be it remembered that hereupon to wit on the 11th day of August A. D. 1894. George Scheidner, filed in the Clerk's office of the said Court of Common Pleas the following Petition Against Wm. H. Gunningham, to wit:

Court of Common Pleas, Union County, Ohio.

Petition. George Scheidner, Plaintiff
vs.
No 6777. William H. Gunningham & Francis A. Gunningham & Elect Chapman Defendants.

No 6777.

Petition

Now comes the plaintiff George Scheidner and for cause of action herein says.

1st Cause of Action.

That on or about the 18th day of April A. D. 1887 the defendant Wm. H. Gunningham duly executed and delivered to this plaintiff his five promissory notes of that date as part consideration for the herein after described premises of which promissory notes the following are true copies with all credits and indorsements thereon written. Copies.

\$200.

On the first day of April 1888 I promise to pay George Scheidner or bearer Two Hundred Dollars with interest at seven per cent from the first day of April 1887 interest to be paid annually for value received April 18th 1887.

\$200.

Wm. H. Gunningham.

On the first day of April 1889 I promise to pay George Scheidner or bearer Two Hundred Dollars with interest at seven per cent from the first day of April 1887 interest to be paid annually for value received April 18th 1887.

\$200.

Wm. H. Gunningham.

On the first day of April 1890 I promise to pay George Scheidner or bearer with interest from the first day of April 1887 at seven per cent interest to be paid annually for value received April 18th 1887.

\$200.

Wm. H. Gunningham.

On the first day of April 1891 I promise to pay George Scheidner or bearer Two Hundred Dollars with interest from the first day of April 1887 at seven per cent interest to be paid annually for value received April 18th 1887.

Wm. H. Gunningham.

\$75.47

On the first day of April 1892 I promise to pay George Scheidner or bearer Seventy five & 47/100 Dollars with interest at seven per cent from the first day of April 1887 interest to be paid annually for value received April 18th 1887.

Wm. H. Gunningham.

That the following credits are written on said first note August 6th 1888, 11 dollars interest paid July 13th 1889 44 dollars paid on this note for interest 55 dollars paid on this note on the 8th day of July 1890. for interest. July 26th 1892 \$30 dollars paid on this note for interest. July 29th 1893 \$60.00 paid on this note for interest. That said 2nd 3rd & 4th of said above notes have each the following credit thereon written. 2nd note. October 9th 1888 11 dollars interest paid 3rd note October 9th 1888 One year's interest paid on this note 14th dollars 4th note August 6th 1888. 14⁰⁰ dollars interest paid on this note. That said 5th note has no credits thereon written that there are no endorsements on said notes. That said notes are past due and wholly unpaid, and that there is due thereon the sum of Eight Hundred and Seventy five & 4/100 Dollars with interest at seven per cent. from the 25th day of March 1891. payable annually.

2nd Cause of Action.

That to secure the payment of said above promissory notes according to the tenor and effect thereof the said W^m H. Gunningham together with his wife the defendant Francis A. Gunningham duly executed and delivered to this plaintiff the said Francis A. Gunningham joining with her said husband in said conveyance this certain deed bearing date on the 18th day of April 1887. and thereby conveyed to this plaintiff in fee simple, find of the right of owner of the said Francis A. Gunningham the following described lands and tenements & hereditaments situated in the County of Union, State of Ohio, in Paris Township, part of survey No. and in the incorporated village of Marysville. Beginning at a stone in the center line of Military street extended south and in the south line of S. C. addition to said village, thence S 2^o 5' W. with the center line of said street 4040 poles to the south line of lot No. "9." of the subdivision of the John Madriatte estate thence with the south line of said lot No. "9." N. 86. ^o W. 21. 40 poles to a point in the center line of east street extended South: Thence with the said line N. 2^o 50' E. 40. 40 poles to the south line of of C. D. Lot said addition: Thence with the south line of said addition S. 86. ^o E. 21. 40 poles to the beginning - containing 5 2/3 acres, and being the same premises deeded to the said W^m H. Gunningham by this plaintiff that said deed of mortgage was delivered to the recorder, in the recorder's office of said County, according to law, on the 25th day of April 1887, at 9 1/2 o'clock, A. M. and was duly recorded in Vol. 24. Page 284. That said deed of mortgage has a condition thereunder written that in case the said W^m H. Gunningham should pay or cause to be paid each of said promissory notes when and as they respectively became due, then said deed should be void, otherwise to remain in full force and virtue. That the said W^m H. Gunningham has wholly failed to pay said notes or any part thereof (except 3 1/2 years interest) though the same is far past due, wherefore said deed of mortgage has become absolute. Wherefore the plaintiff asks for judgment against said defendant W^m H. Gunningham for the sum of Eight Hundred Seventy five & 4/100 Dollars with interest seven per cent. payable annually, from the 25th day March, A. D. 1891. and also that said premises be sold as upon

Summons.

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August 6th paid on this the 8th day of ... paid on note for interest ... the following interest ... on this note interest paid ... written ... notes are ... the sum interest at annually.

according to the ... with ... and ... joining with ... bearing date ... plaintiff in ... Gunningham ... situated in ... survey no. ... at a stone ... and in the ... S 2^d 6' 00" ... line of lot ... fence with the ... int in the ... line N. 2^d 50' ... Thence ... to the ... premises ... iff that ... the recorder ... April 1887, ... 284. That ... that in ... use to be ... respectively ... remain in ... hand for ... 3 1/2 years ... herefore said ... the plaintiff ... Gunningham ... with ... 26th day ... sold as upon

execution to satisfy plaintiffs said mortgage indebtedness from the said W^m H. Gunningham and the judgment by plaintiff so to be obtained and for costs and all and proper relief.
W. W. Merchant. Attorney for Plaintiff.

State of Ohio, |
Union County. |

J. S. George Schickler being first duly sworn according to law says the facts stated and allegations ... as he verily believes true.
George Schickler,
Sworn to before me and by the said George Schickler subscribed in my presence this 11th day of August 1894.
J. W. Gosnell. Clerk of Court.
Pucipe.

To Clerk. I served summons for the defendants, W^m H. Gunningham and Francis A. Gunningham to the sheriff of Union County returnable according to law.

Indorse said writ foreclosures of mortgage amount claimed \$ 875.47 with 7% interest from the 25th day of March 1891. and costs
W. W. Merchant. Attorney for Plaintiff.

We hereby raise the issue and service of summons and voluntary enter our appearance in the above case.
August 18th 1894. Elck^{er} Chapman.
Summons.

Summons.

The State of Ohio, |
Union County. |

To The Sheriff of Union County:

You are hereby commanded to notify W. H. Gunningham and Francis A. Gunningham that they have been sued by George Schickler plaintiff, in the Court of Common Pleas of Union County, and must answer by the 8th day of September A. D. 1894 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 August. A. D. 1894. Witness my hand and the seal of said Court, this 11th day of August A. D. 1894
J. W. Gosnell. Clerk.

The State of Ohio, |
Union County. |

Sheriff's Return.

Sheriff's Fee.	\$ 0	Received this writ August 11 th A. D. 1894 at 5 O'clock P. M.
Service & Return	65	and served same by leaving a true copy of this writ with the indorsements thereon at the usual place of residence of W. H. Gunningham on the 14 th day of August 1894 and to Francis A. Gunningham by handing her a copy personally on the 17 th day of August 1894.
Mileage	64	
Copy	30	
Total.	\$ 1 59	W ^m S. Snodgrass. Sheriff.

Afterward on the 28th day of September A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Entry
No 6777.

George Scheidewitz
vs.
W^m H. Gunningham, et al.

Entry.

This day this cause came on to be heard on the petition and evidence The Court find that the defendant W^m H. Gunningham and Francis A. Gunningham have been duly served with summons and that the firm of Flick and Chapman have duly entered their appearance and that they are in default for answer and demurrer and that the allegations of the petition are thereby confessed by them to be true and that there is due the plaintiff from the defendant, W^m H. Gunningham on the promissory notes set forth in the petition with interest to the first day of this term (September 10th) the sum of Eleven hundred and Thirteen ⁴⁵/₁₀₀ Dollars. The Court further find that to secure the payment of said notes the defendant, W^m H. Gunningham and Francis A. Gunningham, his wife executed and delivered to the said George Scheidewitz the plaintiff this certain mortgage as in the petition described. That said mortgage was duly recorded in Book 24 Page 284. of the records of mortgages of said 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. It is therefore considered by the Court that the plaintiff recover from the defendant, W^m H. Gunningham, the said sum of \$1103 ⁴⁵/₁₀₀ and his costs herein expended and it is further adjudged and decreed by the Court, that unless the said defendant W^m H. Gunningham shall within 5 days from this decree pay or cause to be paid to the Clerk of this Court the cash of this case and to the plaintiff herein the sum found due to him with interest at 7% from September 10th 1894 the defendant's equity of redemption be foreclosed and said premises be sold and that an order of sale issue to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

W. W. Merchant Attorney for Plaintiff
Sheriff's Land Appraisal.

We, the undersigned, disinterested freeholders and residents of the County of Union, and State of Ohio, having been duly summoned and sworn by William G. Snodgrass, Sheriff, in and for said County, impartially to appraise, upon actual view, the following described lands and tenements, to wit: situated in the County of Union State of Ohio, in Paris Township part of survey No. and in the incorporated Village of Marysville beginning at a stone in the center line of Military street extended south and in the south line of S. P. Lees addition to said Village thence S 2° 5' W with the center line of said street 40 ⁷⁰/₁₀₀ poles of the John McArthur estate thence with the south line of said

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lot No 9 2086² W 21⁷⁰⁰ poles to a point in the center line of East Street extended south thence with the said line 702² 50' @ 40⁷⁰⁰ poles to the line of G. L. Lees said addition S 86² @ 21⁷⁰⁰ poles to the beginning containing 5¹/₂ acres and being the same premises ducted to the said W^m H. Gunningham by the plaintiff et al to be sold on an order of sale issued from the Court of Common Pleas of said County in the action of George Schneider Plaintiff against W^m H. Gunningham Defendant do forth with after actual view of said premises, make return and say that the same are of the real value in money of five hundred and fifty (\$550⁰⁰) Dollars. Given under our hands and seals this 24th day of September. A. D. 1894.

W. H. Robb. *Seal*
Ray G. Morse. *Seal*
R. W. Gray. *Seal*

The State of Ohio, Union County, S. D.

I hereby certify that the within named appraisers, W. H. Robb, Ray G. Morse, R. W. Gray, are freeholders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 24th day of September A. D. 1894.

W^m J. Snodgrass, Sheriff.

Order of Sale.

The State of Ohio,

Union County, S. D.

To the Sheriff of said County: Greeting;

Whereas, at a term of the Court of Common Pleas held at Mansville in and for said County on the 12th day of September, A. D. 1894, in the cause of George Schneider Plaintiff, and William H. Gunningham, Francis A. Gunningham and Black and Chapman Defendants, it was ordered, adjudged and decreed as follows, to wit: that the plaintiff, W^m H. Gunningham the said sum of \$1153⁴⁵ and his costs herein expended and it is further adjudged decreed by the Court that unless the said defendant, W^m H. Gunningham shall within 5 days this decree pay or cause to be paid to the Clerk of the Court the costs of this case and to the plaintiff herein the sum found due to him with interest at 7% from September 10th 1894 the defendants equity of redemption before closed and said premises be sold and that an order of sale issue to the Sheriff of Union County directing him to appraise advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

Description of lands.

situate in the County of Union State of Ohio, in Paris Township part of survey to and in the incorporated Village of Mansville Beginning at a stone in the center line of Military street extended south and in the south line of S. P. Lees addition to said village thence S. 2² 5' W with the center line of said street 40 @ 40 poles to the North line of lot No 9 of the subdivision of the John Matthias estate thence with the south line of said lot No 9 N 86² W 21⁴⁰ poles to a point in the center line of East street extended south; thence with the said line N. 2² 50' @ 40 @

poles to the line of G. S. Lee said addition; thence with the south line of said addition 284² & 21⁴ poles to the beginning containing 5³/₈ Acres and being the same premises deeded to the said W^m H. Gunningham by the plaintiff.

We therefore command you, that you proceed to carry said order Judgment and decree into execution agreeably to the tenor thereof, and that you have appraised, advertised and expose to sale the above described Real Estate, under the Statute regulating sales on execution; 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 22nd day of September A. D. 1894,

J. W. Gosnell Clerk.

Sheriff's Return.

The State of Ohio
County.

S. S.

Sheriff's fees			I received this Order of sale on the 22 nd day of September 1894 and in obedience to the command of the same I did on the 24 th day of September 1894 summon W. H. Robb, Ray S. Morse and R. M. Gray, three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described upon actual view, and afterward, on the 24 th day of September A. D. 1894 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 five hundred and fifty (\$550.00) 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 26 th day of September 1894, I caused to be advertised in the
Service	25	9.	
Levy	25		
Summoning appraisers	1	20	
Swearing appraisers	25		
Conveying appraisals	1	00	
Writing appraisal	25		
Copy of Appraisal	25		
Notice to Printers	25		
Certificate of Printers	25		
Printing Notice	25		
Mileage	32		
Poundage	11	25	
Return	25		
Total.	16	02	
Appraisers Fees	3	50	

Waynesville 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 27th day of October A. D. 1894, at 10 o'clock P. M. of said day, and having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks; and in pursuance to said notice, I did, on said 27th day of October 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 George Scheidter, who bid for the same the sum of seven hundred and seventy five (\$775) Dollars, and said sum being more than two-thirds of the appraised value thereof, and said George Scheidter being the highest and best bidder

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Therefore, I then and there publicly sold and struck off said lands and tenements to him for said sum of Seven hundred and seventy five dollars.

Wm. G. Snodgrass, Sheriff.

Afterward on the 3rd day of December A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

George Scheidter Plaintiff.

Decree of Confirmation order for Deed and distribution of

Entry.

vs
Wm. H. Cunningham et al.
Defendants.

Proceeds.

On motion of the plaintiff 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 respect 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 George Scheidter by deed according to law the property sold and the said purchaser is hereby subrogated to all the rights of the said lien holders in said premises so far as they may be paid herein, for the protection of his title. It is further ordered that the Clerk cause satisfaction of the mortgage and mechanic lien 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 \$775.00 it is ordered that the Sheriff out of the money in his hands pay 1st - to the Treasurer of this County the Taxes &c against said lands, the sum of \$
2nd The costs of this action taxed at \$
3rd To the plaintiff George Scheidter the balance of the money remaining in his hands, to wit, the sum of \$ - to be applied as a credit upon his judgment against the said defendant and there still remaining due to the said George Scheidter the sum of \$ it is considered that he recover the same from the defendant
Wm. H. Cunningham and execution is awarded therefore.

Attest J. N. Gosnell Clerk

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Please continuance and held at the Court House in Mansfield 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 10th day of September in the Year of Our Lord one thousand eight hundred and ninety-four.

Be it remembered that heretofore to wit on the 1st day of October A. D. 1894, A. J. Hobart filed in the Clerk's office of the said Court of Common Pleas the following petition against L. G. Mc Dowell and W. L. Mc Dowell. To wit:

Petition and Answer in Cognovit.

The State of Ohio.

In the Court of Common Pleas.

Union County S. S.

A. J. Hobart.

Petitioner

Vs.

L. G. Mc Dowell
W. L. Mc Dowell.

Civil Action for money only.

A. J. Hobart the above named plaintiff says that there is due to him from L. G. Mc Dowell, J. R. Mc Dowell, and W. L. Mc Dowell Defendants, on a promissory note made by the defendants to the plaintiff dated the 2nd day of January, A. D. 1893, which note with the warrant of Attorney thereto annexed, is hereto attached, the sum of Three hundred Dollars with interest thereon at 8 per cent from the 2nd day of January, A. D. 1894 the Plaintiff further say that he is legal owner and holder of said note, that the same is due and unpaid that said J. R. Mc Dowell is dead and he asks judgment against said survivors L. G. Mc Dowell and W. L. Mc Dowell Whereupon the plaintiff asks judgment against said defendant for the sum of Three hundred dollars with interest 8 per cent from the 2nd day of January, A. D. 1894.

Robinson & Macburn, Attorneys for Plaintiff.

The State of Ohio.

Union County S. S.

A. J. Hobart the above named plaintiff being duly sworn, says that he believes the statement in the foregoing petition to be true, he further says that the said plaintiff is now the owner of said note

A. J. Hobart.

Subscribed by A. J. Hobart in my presence, and sworn to by him before me, this 1st day of October, A. D. 1894.

J. W. Conwell, Clerk.

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A. J. Hobert.
Vs.
L. G. Mc Dowell
H. L. Mc Dowell
Defendants.

In Court of Common Pleas,
Union County, S. D.

Defendant's Answer.

And now come L. G. Mc Dowell & H. L. Mc Dowell the above named Defendants by their undersigned their Attorney, and waive the issuing and service of process in this case, and consent that judgment be entered herein in favor of the above named Plaintiff the holder of the note described in plaintiff's petition, and against the above named Defendant, for the sum of three hundred and seventeen dollars and ninety cents, the amount appearing due for principal and interest on said note, and also consent that judgment be entered in the same manner against defendant for costs of this action, and all errors are hereby released, and Defendant's right to appeal, and to the appraisal of real estate levied on by virtue of any execution issued on the judgment in this case, is hereby waived. October 1st, A. D. 1894

Richard L. Gammon, Attorney for Defendant

A. J. Hobert, Plaintiff
Vs.
L. G. Mc Dowell and
H. L. Mc Dowell
Defendants.

Entry.

This day came the plaintiff by Robinson and Overburn his Attorney, and thereupon came Richard L. Gammon 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 sworn, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of Attorney, confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of \$317.⁹⁰/₁₀₀ it is therefore considered that said plaintiff do recover of said defendant the said sum of \$317.⁹⁰/₁₀₀ so as aforesaid confessed to be due, together with costs of suit herein to be taxed, and with interest to be computed at the rate of 8 per centum per annum, and by virtue of said warrant of Attorney, all errors are released, and all right of appeal and all right to file a petition in error are waived.

#300.⁰⁰/₁₀₀ Plain City Ohio January 2nd 1893. One year after date for value received, we jointly and severally promise to pay to the order of A. J. Hobert at The Farmers Bank, Plain City O Two hundred dollars with interest at eight per cent from date and after maturity and it is hereby agreed that after this obligation shall have become due time of payment may be extended from time to time without our knowledge or consent, and we shall remain liable not with standing such extension of time and we hereby authorize any Attorney at law to appear before any board of Records or Justices of the Peace in the State of Ohio or elsewhere, at any time after this obligation becomes due, and waive process, and service thereof and without notice confess judgment against us or any or either of us, in favor of A. J. Hobert or the legal holder hereof for the amount

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That may appear due thereon, for principal, interest, cost of suit and all Attorney fees, releasing all errors in the judgment so confessed and waiving all right and benefit of appeal and any or all proceedings to set a side vacate open suspend, or reverse such judgment, or execution issued for the collection thereof. We also waive all benefit of advantages to which we may be entitled by virtue of any home stead or other exemption laws or hereafter in force in this or any other state, or elsewhere where judgment may be entered by virtue hereof - we hereby authorize the payee, its agents or assigns, to sell at public or private sale, any or all notes, stock, bonds, or other evidence of indebtedness pledged as collateral to the payment of this note.

Witness our hands this day and date above written
 L. G. Mc Dowell.
 J. R. Mc Dowell.
 W. L. Mc Dowell.

Attest J. N. Gosnell Clerk

On the 20th day of August - A.D. 1894, the following agreement was filed, by the clerk of this Court, to-wit:

Agreement
6730

Billie Walters vs David Walters
 Court of Common Pleas,
 Union County, Ohio.

The parties to the above action have agreed upon terms of Alimony in this case to be allowed the plaintiff in the decree of the Court in the event that a decree for divorce shall be granted the plaintiff; said Alimony is as follows:

The defendant is to pay the plaintiff \$200.00 in cash in addition to the \$75.00 already paid; and is to give the plaintiff all the household goods and effects except one bed, and is to give the plaintiff a bay horse about 4 yrs. old called Billy - and is to furnish suitable clothing for their child and pay its physicians bills, ^{or maintenance} the plaintiff and to have the custody of said child and furnish it maintenance, except clothing and physicians bills. This shall be incorporated in substance in the decree of the Court, if a divorce is granted, but if no divorce is granted shall not be binding on either party.

The plaintiff is to permit the defendant to visit the child at reasonable times
 David W. Walters
 Bill W. Walters

Attest
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Cause continued and held at The Court House in Mayaville
within and for the County of Union in the South Judicial
District of the Court of Common Pleas of the State of Ohio before
the Honorable John A. Price Judge of said Court of the term of
September to wit: on the 18th day of September in the year of our
Lord One Thousand Eight Hundred and ninety four.

Be it remembered that herefore to wit on the 11th day of October A.D.
1894 James C. Ulrich U. R. Bell and G. H. Clise doing business under the
firm name of Ulrich Bell and Co. filed in the Clerk's office of the
said Court of Common Pleas the following Petition and Answer against
C. A. Alexander and F. H. Onston to wit:

James C. Ulrich
U. R. Bell and
G. H. Clise

Petition and Answer in Cognovit.

6818
Petition and
answer in
Cognovit.

vs
C. A. Alexander
F. H. Onston

The State of Ohio
Union County ss.

Court of Common Pleas.

The plaintiffs James C. Ulrich, U. R. Bell and G. H. Clise
are partners doing business under the firm name of Ulrich Bell
and Co. and that this their action is founded upon a promissory
note, of which the following is a copy, there are no credits or indors-
ments thereon: to wit:

\$215⁰⁰ - Columbus Ohio Feb. 13th 1894. Six month after date for value
received we jointly and severally promise to pay Ulrich Bell & Co.
or order Two Hundred and fifteen and ⁰⁰/₁₀₀ dollars with interest
from Feb. 13th 1894 at the rate of 8% per cent per annum payable
annually. And we do hereby authorize any Attorney at Law to
appear for us in an action on the above note at any time after
said note becomes due, in any Court of Record in or of the State
of Ohio to waive the issuing and service of process against us
and confess a judgment in favor of the legal holder of the above
against us for the amount that may then be due thereon, with interest
at the rate therein mentioned and costs of suit; and to waive and
release all errors in said proceedings petitions in error, and the
right of appeal from the judgment rendered.

Witness our hands and seals.

C. A. Alexander (Seal)
F. H. Onston (Seal)

The plaintiffs are the owners and the holders of said note, no
part of the principal or interest of said note has been paid.

There is due the Plaintiffs from the Defendants on said
note the sum of Two Hundred and fifteen and ⁰⁰/₁₀₀ Dollars,
which they claim with interest from the 8th day of Feb. 1894
at 8 per cent per annum, and for which with costs of suit
they ask judgment against the Defendants.

The State of Ohio } J. W. Mooney being sworn, says that he is the duly
Union County ss. } authorized Attorney for the plaintiffs, that the plaintiffs
are non-residents of said County, and that the facts stated and allegations
in said Petition are as affiant believes true. J. W. Mooney
I have sworn to before me and signed in my presence the 11th day of Oct. 1894 J. K. Dowdell Clerk.

Affidavit

James C. Ulrich
W. R. Bell
G. H. Bliss

Court of Common Pleas
Union County Ohio.

6518

vs

Answer.

C. A. Alexander
T. H. Croston

The Defendants C. A. Alexander and T. H. Croston by J. L. Cameron their Attorney and an Attorney at Law of record in this case, duly authorized therefor by the Warrant of Attorney embraced in the note sued on in this suit, and which note with the accompanying Warrant of Attorney, is produced and sworn to the court and filed herewith, now come and waive the issuing and service of process in this action, and hereby enter their appearance herein; and said Defendant by J. L. Cameron said Attorney duly authorized as aforesaid, say that they cannot gainsay or resist the facts stated and allegations in the petition of Plaintiffs herein filed against them, but acknowledge and confess the same to be true, and say that they are indebted to the Plaintiffs on the said note in manner and form as the Plaintiffs have in their petition set forth and that the amount due upon said indebtedness at this day is the sum of Two Hundred and twenty seven and 7/10 Dollars bearing interest at 8 per cent. per annum, and therefore for that sum with interest from October 11th 1894 at 8 per cent. per annum and accruing costs they confess judgment in favor of the Plaintiffs and waive and release all errors in this proceeding and said judgment, and all proceedings, petitions, and writs of error therein.

J. L. Cameron
Attorney for Defendants

Afterward on the 11th day of October, A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Court of Common Pleas
County Ohio

James C. Ulrich W. R. Bell and
G. H. Bliss partners doing business
under the name of Ulrich Bell
and Company. Plaintiffs.

Against.

C. A. Alexander and
T. H. Croston. Defendants.

Judgment by confession for \$

This day came the plaintiffs by J. M. Mooney their Attorney and filed their petition against said Defendants, and thereupon J. L. Cameron an Attorney at Law of this Court, by virtue of a warrant of Attorney for that purpose, duly executed by said Defendants, now produced in open Court proven shown to the Court, and filed with the Clerk thereof,

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appeared in open Court in behalf of the said Defendants, waived the
 issuing and service of process, entered the appearance of said Defendants
 herein and acknowledging that said Defendants did owe and were indebted
 unto the Plaintiffs as they have in their petition alleged by virtue
 of said warrant of Attorney, confessed that there was due from said
 Defendant to said Plaintiffs, on said indebtedness the sum of Two
 Hundred and twenty seven & no Dollars, bearing interest at 8 per cent
 per annum, and that said Plaintiffs ought to recover of said
 Defendants a judgment for that sum, it is therefore considered
 by the Court here that the said James G. Ulrich, W. R. Bell and
 G. H. Glee partners doing business under the firm name of Ulrich
 Bell & Co. Plaintiffs do - recover of the said G. A. Alexander and
 T. H. Quston Defendants the sum of Two hundred and twenty seven
 & no dollars so confessed, as aforesaid with interest from October 11th 1894
 at 8 per cent. per annum and also costs in their behalf expended to wit \$
 and by virtue of said warrant of Attorney all errors in this action,
 judgment and proceeding, and all proceedings, petitions and writs
 of error thereon, are by said Defendant waived and released.

Attest J. N. Gosnell



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Please continuance and held at The Court House in Marysville within and for The County of Union in The Health Judicial District of 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 10th day of September in The year of Our Lord one thousand eight hundred and ninety four.

Be it remembered that herefore to wit on The 21st day of May A. D. 1894 Charles W. Jones et al. filed in The Clerk's office of The said Court of Common Pleas The following petition against Timothy R. Carpenter et al. to wit:

Court of Common Pleas, Union County Ohio.

Petition No 6737.

Charles W. Jones and Albert W. Jones, Plaintiffs. Against.

Timothy R. Carpenter The unknown heirs of Timothy R. Carpenter deceased. Defendants.

Petition.

In a cause of action against The said defendants The plaintiffs say that they are seized in fee simple and the actual possession of The following described real estate in which The said defendants claim an estate and interest adverse to The plaintiff, to wit: Situated in Union County, Ohio, Jerome Township, and part of Virginia military survey No 6126 and bounded and described as follows: Beginning at hickory and two ash, thence N. 62° 8' 20" poles crossing sugar run at 202 poles, to two elms; thence S. 38° 2' 90" poles to a stone in The Dublin Road; thence S. 62° 0' 20" poles to a stone; thence N. 38° 4' 0" 90 poles to The place of beginning containing One hundred and seventy acres and fifty poles.

The plaintiffs further aver that they derive their title to said land by deed of general warranty from Thomas Jones and Marian Jones his wife, dated April 15th 1883 and recorded in Vol 63 page 472 Union County deed records, and through The said Thomas Jones and those under whom he held, by conveyance from John Hunt to whom said survey was granted by The United States, by patent dated day of 18

The plaintiffs further say that The defendant Timothy R. Carpenter was duly seized of The legal title of said land in The year 1837 and that about November of said year by deed duly executed, acknowledged and delivered, he conveyed The same to one Adam Martin Sr. but The plaintiffs say that by mistake and oversight of said Martin his said deed from said Carpenter was never recorded in The records of said County and is now lost and can not be found although diligent search has been made for it; whereby a break occurs in plaintiffs claim of title as The same appears of record and a cloud is cast upon their title to said land, The defendants are claiming some interest in said land by reason of such deed not appearing upon The records of said County, wherefore The plaintiffs ask that they may be adjudged the owners in fee simple of said premises, freed from all claims

Affidavit No 6737

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of an estate or interest therein of the said defendants, by reason of the premises; for costs and for all relief to which, upon the facts of the case, they may be entitled in law or equity

Levina A. Gurn.

Edward G. Cole, Attorney for Plaintiff.

State of Ohio

S.S.

Madison County.

Personally appeared before me the undersigned authority Charles M. Jones and Albert N. Jones, a being first duly sworn according to law say that they are the plaintiffs above named and that facts stated in said pleading are true as they believe.

C. M. Jones

A. N. Jones

sworn to and subscribed before me this 19th day of May 1894.

Howard G. Black,

Notary Public.

Court Common Pleas, Union County Ohio.

Affidavit No 4737

Charles M. Jones and Albert N. Jones Plaintiff.

vs.

Timothy R. Carpenter the unknown heirs of Timothy R. Carpenter, deceased. Defs.

Affidavit

State of Ohio, Madison County, S.S. Albert N. Jones and Charles M. Jones, being first duly sworn according to law say that the residence of Timothy R. Carpenter, defendant is unknown and can not with reasonable diligence be ascertained and that the heirs of one Timothy R. Carpenter, deceased, are necessary parties to this cause and that the names and residences of each and all of them are unknown to these plaintiffs and that the cause is one of those mentioned in section 5048 of the Revised Statutes of Ohio.

C. M. Jones

A. N. Jones

Sworn to and subscribed before me this 19th day of May 1894.

Howard G. Black Notary Public.

The following entry was filed the 21st day of May 1894.

Court of Common Pleas, Union County Ohio.

Entry.

Charles M. Jones and Albert N. Jones Plff.

vs.

Plff.

Timothy R. Carpenter, the unknown heirs of Timothy R. Carpenter deceased. Defs

Entry.

It being duly made to appear to the Hon. John A. Price, Judge of the Court Common Pleas Union County, Ohio, by the affidavits of Charles M. Jones and Albert N. Jones.

The plaintiffs that the names and residences of the heirs of the said Timothy R. Carpenter, deceased, are unknown to the said plaintiff, it is ordered that, as to them service be made by publication for six consecutive weeks in manner prescribed by statute in case of non-resident defendants.

John A. Rice, Judge of Court of Common Pleas.

State of Ohio.

S. S.

Union County.

Proof of Publication

This undersigned being duly sworn says that a copy of the annexed notice was published for 6 consecutive weeks in "The Mansfield Tribune" a newspaper of general circulation in the County of Union the first publication beginning with May 30th 1894.

M. B. Shearer.

Sworn to and subscribed before me this 2nd day of August, 1894

R. W. Gray, Clerk.

Legal Notices.

Timothy R. Carpenter, whose residence is unknown, and the unknown heirs of Timothy R. Carpenter, deceased, will take notice that on the 21st day of May, 1894, Charles W. Jones and Albert W. Jones, filed their petition in the Court of Common Pleas, Union County, Ohio, in case No 6787, against the above named parties, praying for a decree quieting their title to the following described land situated in Jerome Township, Union County, Ohio, and part of Virginia Military survey No 5126: Beginning at a hickory and two ashes thence North 52° East 208 poles, crossing Sugar Run at 202 poles, to two elms; thence South 38° East 90 poles to a stone in the Dublin Road; thence South 52° West 208 poles to a stone; thence North 38° West 90 poles to the place of beginning, containing one hundred and seventeen acres and fifty poles more or less, in which land the said defendants claim some interest by reason of a deed from said Timothy R. Carpenter to one Adam Martin Sr. thereof not having been recorded. Said parties are required to answer on or before the 21st day of July, 1894 or judgment may be taken against them.

Charles W. Jones.
Albert W. Jones.

Court of Common Pleas Union County Ohio.

Charles W. Jones and Albert W. Jones. Plaintiff.

Against.

Timothy R. Carpenter the unknown heirs of Timothy R. Carpenter, deceased. Defendants.

Entry.

Now came the plaintiffs by their attorney, and after proof of publication of the pendency and prayer of the petition herein, and the Court finding said publication and proof in all respects regular and according to law and the former order of this Court do hereby approve the same. The Court further find that at the time of bringing this action

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The said plaintiffs were in possession of the real property described in the petition and that they have the legal estate in and are entitled to the possession of the same; that neither the defendants, nor any one of them have any estate in or entitled to the possession of said real estate or any part thereof, and that the plaintiffs ought to have their title and possession quieted as against each and every one of said defendants, as prayed for in their petition. It is therefore ordered adjudged and decreed that the title and possession of the said Charles M. Jones, and Albert N. Jones to all and singular the premises in the petition described to-wit: Being part of Virginia Military Survey No 5126 and situate in Jerome Township Union County, Ohio, and bounded and described as follows, Beginning at a hickory and two ashes thence N. 52° E. 208 poles, crossing Sugar run at 202 poles, to two elms, thence S. 38° E. 90 poles to a stone in the Dublin road, thence S. 52° W. 208 poles to a stone; thence N. 38° W. 90 poles to the place of beginning, containing one hundred and seventeen acres and fifty poles more or less, be and the same are hereby quieted as against the defendants and each and every one of them and all persons claiming under them or any of them, and said defendants and each and every one of them and all persons claiming under them are hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of the said Charles M. Jones, and Albert N. Jones, their heirs or in any manner interfering with their use and enjoyment of the same. It is further ordered that said plaintiffs pay the costs herein taxed to #

Attest J N Gosnell Clerk

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Please continuance and held at the Court House in Mansfield 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 term; on the 10th day of September in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that heretofore to wit on the 27th day of June A. D. 1894, A. J. Hobart filed in the Clerk's office of the said Court of Common Pleas the following petition against John T. McCallough and A. H. McCall Campbell to wit:

Petition A. J. Hobart, Plaintiff,
Against
John T. McCallough
A. H. McCall Campbell, Defendants.

Court of Common Pleas
Union County Ohio.
Petition.

The plaintiff aforesaid says there is due to him from said defendants on their promissory note a copy of which with all of its endorsements is hereto attached the sum of seventeen hundred and eighty eight & 70/100 dollars with eight per cent interest from June 14th 1894 for which sum of seventeen hundred and eighty eight & 70/100 dollars plaintiff prays judgment against the defendants with 8 per cent interest thereon from June 14th 1894.

Robinson & Shodoun, Attorneys for Plaintiff.

Copy of note and endorsements.

1788⁰⁰ June 14th 1890 - One year after date we or either of us promise to pay to the order of A. J. Hobart seventeen hundred and eighty eight & 70/100 dollars at 8 per cent per annum value received.

John T. McCallough,
A. H. McCall Campbell.

Endorsements back.

Received of A. H. McCall Campbell one years interest on the within note \$143.00 July 14th 1891.

Received of A. H. McCall Campbell one year interest on the within note one hundred and forty three dollars \$143.00 June 20th 1892

August 15th 1893. Interest paid on the within note up to June 14th 1894

June 26th 1894 Interest paid on the within note to the 14th day of June 1894

The State of Ohio.

S. S.

Union County.

J. M. Robinson being duly sworn deposes and says he is one of the Attorneys of the plaintiff in the foregoing action - that said action is founded upon a written promissory note of defendants for money only which is in affiant's possession and affiant believes the allegations of the foregoing petition are true.

J. M. Robinson,

Sworn to before me and signed in my presence by J. M. Robinson This 26th day of June 1894.

R. McGray, Clerk.

Answers.

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To The Clerk of The Court of Common Pleas.

Issue summons in this case for John T. McCullough & endorse "petition on promissory note for \$1788⁰⁰ with 8 per cent interest from June 14th 1894"

Robinson & Woodburn Attorneys for Plaintiff.

Summons.

The State of Ohio.

Union County.

To the Sheriff of Union County.

(Impleaded with others) You are hereby commanded to notify John T. McCullough that he has been sued by A. J. Robert in the Court of Common Pleas of Union County, and must answer by the 28th day of July A. D. 1894, 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 July A. D. 1894.

Witness my hand and the seal of said Court, this 27th day of June A. D. 1894.

R. W. Gray Clerk.

The State of Ohio.

Union County.

Sheriff's Return.

Sheriff's Fee.	\$	0
Service & Return	60	
Mileage.	1	76
Copy.		15
Total	2	41

Received this writ June 27th A. D. 1894 at 10 o'clock A. M. and served same by leaving a true copy of this writ with the endorsements thereon at the usual place of residence of John T. McCullough on the 6th day of July 1894.

W. G. Snodgrass, Sheriff.

Answers.

A. J. Robert.

v. s.

J. T. McCullough.

A. H. McCampbell.

Court of Common Pleas
Union County Ohio.

The defendant A. H. McCampbell says he admits the execution of said note but says he signed the same as security for said J. T. McCullough and asks that the judgment be entered showing the fact of his being surety.

August 31st 1894.

A. H. McCampbell.

Afterward on the 17th day of September A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

A. J. Robert

v. s.

John T. McCullough.

A. H. McCampbell.

No 6753.

This day came the plaintiff but the defendants came not but made default where upon the plaintiff waived the right of trial by jury and submitted the cause to the Court where upon the Court being fully advised in the premises find that said defendants are indebted to said plaintiff on the note described in said petition the sum of \$1788⁰⁸ with 8 per cent interest from June 14th 1894 amounting altogether on the 10th of September 1894 (the first day of this term of Court) to the sum of eighteen hundred and twenty three dollars. - It is therefore considered and adjudged by the Court that the plaintiff receive of the defendants said sum of eighteen hundred and twenty three dollars with 8 per cent interest from September 10th 1894 together with costs herein expended taxed to #. and the Court find that John T. Mc Gullough is principal and said A. H. Mc Campbell is his surety on said note it is therefore ordered by the Court that the property and real estate of John T. Mc Gullough be first applied in paying said judgment before the property and real estate of A. H. Mc Campbell be taken to satisfy said judgment.

1788.08 June 14th 1890.
 One year after date we or either of us promise to pay to the order of A. J. Hobart. Seventeen hundred and eighty eight ⁰⁸/₁₀₀ Dollars at 8% per annum.
 Value received John T. Mc Gullough.
 A. H. Mc Campbell.

Endorsements.
 Received of A. H. Mc Campbell one year interest on the within note One hundred and forty three dollars. \$143.00
 July 12th 1891.

Received of A. H. Mc Campbell one year interest on the within note One hundred and forty three dollars. \$143.00
 June 20th 1892.

August 15th 1893.
 Interest paid on the within note up to June 14th 1893.

June 25th 1894.
 Interest paid on the within note up to June 14th 1894.

Attest J. N. Gosnell Clerk

Petition No 6522.

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Please continuance and held at the Court House in Marietta within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Rice Judge of said Court of the term of September Term on the 10th day of September in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that hereof to wit on the 13th day of March A.D. 1894 George Goder filed in the Clerk's office of the said Court of Common Pleas the following petition against the Union Central Life Insurance Company to wit:

Petition No 6522

George Goder, Plaintiff	}	Union County Ohio
v. The Union Central Life Insurance Company and Simon Goder and J. A. Goder. Defendants.		Court of Common Pleas.
		Petition.
		<u>First cause of Action.</u>

The Plaintiff says: That on the 15th day of August 1878 by and through the earnest solicitations of the defendant the Union Central Life Insurance through the Agents thereof, the plaintiff was induced and persuaded to take out a policy of life insurance in said company, on the lives of his two sons to wit: one for (\$2,000) two thousand dollars on the life of Simon Goder who was and married and lived away from said plaintiff at that date 31 years of age Payable on the ten year Annual premium endowment plan. The No of said policy was 19,518 a copy of which is hereto attached (marked "A" and made a part hereof.

Also at the same time said plaintiff through and by the earnest solicitations of said Company through and by its agents, induced and persuaded the plaintiff to take out a policy on the life of his son J. A. Goder who was at that time married and lived away from the plaintiff for the sum of (\$2,000) two thousand dollars upon the ten year annual endowment plan the No of said policy 19,517 a copy of which is hereto attached marked "A" and made a part thereof both of said policies were a part and parcel of the same transaction and done by said company for the purpose of defrauding said plaintiff as will hereafter appear. That as a part of said transaction said insurance Company persuaded and induced said plaintiff to take out a loan of money from said company and he did through the persuasions of the agents of said Company obtain a loan of one thousand and five hundred dollars for five years at 8% semi annually in advance and as a part of the said loan transactions, said company required the said plaintiff and compelled him to pay five years premiums on both of said policies heretofore described, in advance thereby requiring the plaintiff to pay to said Company \$610.84 before the same became due and then compelled the plaintiff to pay 8% interest on said 795 3/4 semi annually until the expiration of said five years beginning on the 15th day of August A.D. 1878. That on the 18th day of November 1882 he paid to said Company said loan of \$1500 dollars and also the further sum of \$800 added thereto as was claimed for five years premiums said

money being paid almost a year before the same was due, bring the
 whole amount of said loan with its interest without any deduction
 whatever thereby collecting off the plaintiff and appropriating to their own
 use of the plaintiff's money the sum of \$1400.00 as usurious and other
 interest paid on said premiums and have retained the same ever
 since without in any manner remunerating the plaintiff therefor.
 Plaintiff further says that upon the taking out of said Insurance upon
 policies 19517 and 19518 said Insurance Company had said policies ^{both}
 both assigned to itself as collateral security as plaintiff believes
 for said debt and have kept the same assigned to itself by some
 one to this plaintiff unknown up to this time never having
 assigned the same to said insured or said beneficiary, Jake
 Goder, or to any one in their behalf, nor has said insurance Company
 at any time signified its intention or desire to reassign and
 transfer said Policies to said insured or to said beneficiary
 although they have always been ready and willing to assign the same
 But have retained and held said assignment, and have held ^{said} policies
 in trust and do now hold the same in trust for the benefit of
 said Beneficiary, and he therefore claims all rights maintained
 and pursued unto him in said policies and liabilities in all
 contracts arising therefrom, and that the same are in full force in
 law and equity at this time he therefore claims that the payments
 heretofore made and interest charged and collected thereon
 were usurious and illegal and that the payments of premiums
 heretofore stated under said policies were frauds upon said
 plaintiff, who was an old man unused to business of this nature,
 wholly unacquainted with insurance and loans thereunder, and
 relying upon the statements of the said Company and believing and
 relying on the statements of said Company was induced by the
 said representations to take and obtain said insurance and loans
 as herein stated, and was induced and persuaded to part with his
 money as herein stated by said false and fraudulent statements
 and means as herein stated and that he never discovered said
 fraudulent practices until after he had expended with his money
 a long time being old and ignorant of the same and was
 awaiting the surrender and release of said policies or rather the
 reassignment of the same by said Company in order to demand
 redress therefor but by the failure of said Company to offer to reassign
 said policies he was never apprised or authorized to demand his
 rights in said premises and he now brings this action to
 compell said Company to restore to him his rights herein, Plaintiff
 further alleges that said Company well knew when they persuaded
 said plaintiff to take said Insurance and said loan, that the
 statements made to him by said Company to wit: that he would have
 the protection of said insurance and would obtain a loan for less
 than he could in any other way, and a less rate of interest were false
 and fraudulent and were made by said Company for the purpose
 of cheating and defrauding this plaintiff and of obtaining his money
 without a just compensation therefor.

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2nd Cause of Action.

For second cause of action plaintiff says that said Insurance Company by its fraudulent statements made to this plaintiff upon which statements said plaintiff relied and believed was induced to believe and did believe he had an insurable interest in the lives of both Simon Goder and J. A. Goder and was thereby induced to take out said insurance as heretofore stated upon the lives of said Simon and J. A. Goder and to part with his money to pay said five years premiums of about \$ 800⁰⁰ all of which said Company known to be false and fraudulent, and that he had no insurable interest in the lives of said sons, they neither of them being indebted or in any manner under obligations to the plaintiff and in fact he got no insurance, except a contingent expectancy on the death of said sons or either of them, in the event of their death prior to the maturity of said policies thereby defrauding this plaintiff out of his rights herein in the amount of \$ 1000⁰⁰ dollars.

3rd Cause of Action.

That as a part of said fraudulent practice and representation and as a part of the fraud practiced by said Company on said plaintiff they issued to him the said policies Nos 19517 and 19518 on the lives of Simon Goder and A. J. Goder under the said Company claimed to be the ten year Annual Premium Endowment Life rate. But instead of making them ten Annual Premium Endowment Life rate, they made the payment of said ten years endowment commenced on the 16th day of August 1883, instead of on the 16th day of August 1878 as was agreed upon thereby intending to cheat and defraud said plaintiff out of the sum of five years premiums amounting to about \$ 800⁰⁰. Said plaintiff never discovered said change and alteration of said policies and attempted fraud until long after the payment of said first five years premiums as heretofore stated.

Plaintiff therefore says by reason of the false and fraudulent representation herein made in first and second Cause of action he has been damaged in the sum of one thousand dollars for which he claims judgment against said Union Central Life Insurance Company and for all proper relief in the premises.

J. W. Kennedy Atty for Plaintiff.

State of Ohio Union County S.S.
George Goder being by me first duly sworn says the facts and allegations of the foregoing petition are as he believes true.

George Goder.

Sworn to and subscribed by the said George Goder before me this 23rd day of February A. D. 1893.

A. H. Kollybach Notary Public.

The State of Ohio Union County Court of Common Pleas.

The Simon Goder and James A. Goder two of the defendants herein named do by their presents waive the issuing and service of summons as to us, and hereby enter our appearance in this case. Witness our hand this 3rd day of March A. D. 1893. Simon Goder, J. A. Goder.

To the Clerk: Issue a summons to the Sheriff of Hamilton County returnable according to law for the Union Central Life Insurance Company of Cincinnati Ohio inclosed damaged Claimed \$1000

J. M. Kennedy Attorney for Plaintiff.

Number, 195-18.

Amount. \$ 2,000.

Union Central Life Insurance Company.

Age. 31.

Premium \$ 95.96

In consideration of the application for this Policy of Insurance, which is hereby referred to and made a part of this contract, and of each of the statements made therein, which whether written by his own hand or not, every person accepting or acquiring any interest in this contract hereby adopts as his own, admits to be material, and warrants to be full and true, and to be the only statements upon which this contract is made, and in further consideration of the payment of the sum of Four Hundred and Thirteen dollars and Seventy eight cents at the home office of the Company at the date hereof, to be evidenced by the receipt of the Company, and of the Annual payment of the sum of Twenty five dollars and Ninety Six cents, to be made at the said office on or before the fifteenth day of August in every year during the term of Ten years commencing with August 15th 1883. Does hereby Assure the Life of Simon Godet of Fayetteville in the County of Union in the State of Ohio. In the Amount of Two Thousand Dollars, for the term of his natural life, or until prior maturity, for the benefit of the assured, if living at the maturity of this Policy; in case of the death of the assured prior to the maturity of this policy, said amount of insurance shall be payable to George Godet his father. It being hereby further agreed, that the said Company shall pay the amount of said insurance at its office in the City of Cincinnati, in lawful money of the United States, to the legal holder of this Policy, at any time when the premiums paid on this Policy, together with the equitable proportions of the Company's profits, belonging to this Policy, losses and expenses being deducted, shall equal the amount insured, or in case of the death of the person whose life is hereby insured prior to such maturity, then within ninety days after due notice and satisfactory proof thereof, during the continuance and before the termination of this Policy, the balance of the year's premium, if any, or other indebtedness or obligations against this Policy at time of death, being first deducted therefrom, and the said Company do hereby further promise and agree, that, if after premiums upon this Policy for not less than two complete years of insurance have been duly paid to this Company, this Policy should cease in consequence of default of payment of any subsequent premium, this Company will on the surrender of this Policy, issue in lieu thereof (provided such surrender be made within ten days of such default) a new paid-up Policy for the following named amounts, payable at death only.

After 2 Annual Paym'ts \$ 184.	After 3 Annual Paym'ts \$ 276.	After 4 Annual Paym'ts \$ 368.	After 5 Annual Paym'ts \$ 456.
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This Policy is assigned to the Union Central Life Insurance Company

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This Policy is assigned to the Union Central Life Insurance Company

After 6 Annual Paym'ts. # 548.	After 7 Annual Paym'ts. # 636.	After 8 Annual Paym'ts. # 724.	After 9 Annual Paym'ts. # 812.
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This Policy is issued, and accepted by the assured, upon the express conditions and agreements contained upon the back hereof, which are made part hereof, and which are to be used and referred to in order to explain the rights and obligations of the parties hereto in all cases not herein specially provided for, and explain the rights and obligations of the parties hereto as fully as if they were recited at length over the signatures hereto affixed.

In Witness Whereof, the Union Central Life Insurance Company, by its President, or Vice-president, and Secretary, signs this contract, at Cincinnati, this Fifteenth day of August, One Thousand eight hundred and Seventy eight.

J. W. Harris, Secretary.

John Lockwood, President.

Note - all endorsements on this Policy to be valid must be signed by the President, Vice President, or Secretary.

N.B. see copy of Application inside, and if errors or omissions be found therein, correct the same and return the Policy to Union Central Life Insurance Company, Cincinnati, Ohio, for adjustment.

Ten and fifteen, A. P. Life Rate Endowment Benefit Policy, Edition May, 1878.

[Copy]

Application for Insurance - in the - Union Central Life Insurance Company, Located at Cincinnati, Ohio.

Part 1. - Statements to the medical examiner by the party whose life is proposed to be insured. The medical examiner will invariably give the answers in his own hand writing, and not allow an agent or other person to dictate any part of them, the examination must, in all cases, be made without the presence of any third party.

1. Are you in sound health, yes. 2. Are you married, yes. 3. Have you ever had any malformation or injury, or undergone any surgical operation. No. 4. A. In the use of alcoholic, malt, or vinous liquors, to which class do you belong, 1st Total Abstainers. 2nd Moderate Drinkers. 3rd Free Drinkers. A 1st.

B. Have you ever been addicted to the excessive or intemperate use of alcoholic, malt, or vinous liquors? if so, when, and for how long? B. No.

C. Are you accustomed to the daily or occasional use of alcoholic, malt, or vinous liquors? C. No.

D. If you use malt liquors, state as nearly as possible the average number of glasses drunk each day, if alcoholic, state the kind, quantity, and frequency, whether daily, weekly, or otherwise. D.

E. Are you now, or have you ever been, addicted to the habitual or frequent use of opium, or any other narcotic? E. No.

F. Are you engaged, in any way, in the sale or manufacture of alcoholic, malt, or vinous liquors? F. No.

G. Are you now deaf, dumb, blind, or crippled in any way? G. No.

H. Have you ever had any of the following diseases, or (as far as you know) any symptoms thereof? Answer each question "Yes" or "No" Apoplexy, No. Cancer, No. Delirium Tremens, No. Epilepsy, No. Jaundice, No. Insanity, No. Paralysis, No. Rheumatism of any kind, No. Syphilis, No. Asthma, No. Gonorrhoea, No. Disease of the Heart, No. Fits, No. Gravel, No. Rupture, No. Palpitation, No. Disease of the Liver, No. Disease of the Urinary Organs, No. Bronchitis, No.

County Insurance #1000
Plaintiff #2,000
#96.96
which is of the hand or not, abstract hereby be full fact is of at the home receipt of the five dollars before the New Year's Life of State of Ohio. natural of living and prior to shall be agreed, insurance at the United premiums the used being the death of tivity, then, roof thereof, the balance must against not the said premiums insurance case in and, this w thereof such default) is payable
After 6 Annual Paym'ts # 456.

Bilious Colic, No. Dropsy, No. Prolapsus, No. Gout, No. Hemorrhoids, No. Diseases of Kidneys, No. Scarlet Fever, Yes, Spitting of Blood, No. or any other illness, local disease, or other infirmity? No. Give full particulars as to date, duration, etc.

7. Have you had Inflammatory Rheumatism? if so, when, and how often? No.

8. Are you now, or have you been within seven years, subject to Dyspepsia, Dysentery, or Diarrhoea? No.

9. Have you ever had an habitual or prolonged cough? No.

10. Have you required the services of a Physician during the last seven years? No. if so, state what for and when; also give his name and address.

11. What is your family history, according to the following schedule? in stating the cause of death, avoid such expressions as "general debility", "Change of life", "Heart", "Exposure" or any other indefinite terms. if the expression "Child-birth" is used, be particular to state how long after the delivery of the child, and also whether there were any symptoms of chest trouble, viz: cough, expectoration, loss of flesh, night sweats, etc.

Name	Age at Birth	Age at Death	Cause of Death	How long sick	Previous health	Was there cough in last illness	Is it probable that there was Consumption	
								Age of Living
Father	62	Good						
Mother	57	Good						
Brother	27	Good						
								No. Diseases
Sister	38	Good						
								No. Diseases
Grandfather	22	Good						
								No. Diseases
Grandmother	18	Good						
								No. Diseases
Grandfather	84	Good						
Grandmother			68	Don't know	Three Months	Good	I think not	No.
Grandfather			84	Old age	One year	Good	No.	No.
Grandmother	79	Good						

12. Have any of your Grandparents, Uncles or Aunts, Parents, Brothers or Sisters ever been insane, or had Consumption, Scrophula, or any other constitutional disease, if any, state which, and answer No. as to all the rest. No.

13. Which parent do you most resemble? Father.

14. What is your age at your nearest birthday? 31.

15. What is your occupation? Farmer.

I hereby further declare that I have read and understand all the above questions put to me by the Medical Examiners, and the answers thereto, and that the same are true, and that I am the same person described as above, and I hereby, for myself, and for all others who may in any way have, or claim, any interest in the insurance hereby applied for, do request and authorize any physician or person having any knowledge or information, acquired professionally or otherwise, touching matters herein referred to or involved, and also as to any disease or sickness I may have hereafter, to disclose the same fully, at any time, at the instance of the said Insurance Company, hereby waiving any privilege that may be supposed to be connected therewith.

Simon Goden Person Examined.

Expectation table - Causes given.

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16. A. Has the person ever had any severe injury or illness? A. No.
 B. If so, had it had any effect on his constitution? B.
 17. If the person is a female please ascertain and state whether she has had children.
 A. How many? B. When last pregnant? A.
 C. Whether any miscarriages or difficulty in labor? B.
 D. Has she any organic disease of the uterus or its appendages, or is any suspected by you? D.
 E. Is she now, and has she always been regular in her menstruation? E.
 F. Has she any disease of the breast? F.
 18. A. If the person has Hernia, what is its character, and is a suitable course worn for it? A. No Hernia.
 B. Is there evidence of a successful vaccination? B. No.
 19. Are there any Ulcers, Tumors, Eruptions, or local ailments of any kind about the head, neck, or any other part of the body? No.
 20. In your judgment, will he live out his expectancy? [suitable] Yes.
 21. Do you regard the Applicant's life a superior one? An average one? A doubtful one? Superior one.

21. Acting in the interest of the Company, do you consider the Applicant's life safely assurable, and do you recommend that a policy be granted? [Yes or no] Yes.
 I hereby declare that I have this day carefully examined the above named person, and that I have written and attentively considered the above statements made by him, and witnessed the same with the signature as above.

Dated at Mansville this 19th day of July 1878.

J. M. Southard, Medical Examiner.

[Copy.]

Part II. - Statements other than to Medical Examiner.

1. Name (in full) of the party whose life is proposed to be insured. Simon Godwin.
2. Present Residence - Town of Mansville in the County of Union, in the State of Ohio. P. O. Address. Mansville Ohio.
3. Occupation. Full particulars regarding the Applicant's business or trade must be given. If a mechanic, state in detail all the various kinds of work performed, and if engaged in more than one occupation, specify each in detail. Farming.
4. Place of birth. State, Town, District, and County, Union County, Ohio. Date of birth. Year 1847. Month, April. Day 10.
5. A. Is a party now insured in this Company, or has he ever been, if so state numbers of the policies and amounts. A. No.
6. Has the party any other insurance on his life, if so, in what Companies and for what amounts? No.
7. A. Has any other application for assurance in any Life Insurance Company, Lodge, Order, Benevolent or Health Association or Bond ever been made or filed by or for you on which a policy or membership was not issued or granted? If so, explain the circumstances. A. No.
 B. Has any physician given an unfavorable opinion of your life? B. No.
8. Name and residence of an intimate friend, not interested in the proposed insurance, to be referred to, and who is competent to, and will, give information as to health and habits. Robert Robinson, Mansville Ohio. Has known said party 20 years.
9. Sum to be insured, \$2000. Kind of Policy is A. P. L. R. Encroachment Premiums how payable. Annually.

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- 10. Name of the party in whose favor the insurance is proposed George L. Bates, Residence Mansfield, Ohio.
- 11. Relationships, if any, to the party whose life is proposed to be insured Father. Occupation, Farming.
- 12. If Endowment, state (name in full) to whom payable at maturity other than by death. Simon G. Bates.
- 13. Has any portion of the premium been paid in advance? Ten annual premiums in advance.
- 14. Have you drawn any relief money for sickness from any Benevolent Association, Lodge, Bond, or health association, and for what sickness? No.
- 15. Are the statements above written in the party's handwriting? No.
- 16. If not, are they acknowledged and agreed to be as binding as if they were so written? Yes.

17. Do you understand all the written or printed statements upon this application, including the statements made to the Medical Examiner, or subscribed by you, or that may be made by the person whose life is proposed for insurance, and that may be subscribed by you or such person upon this page or on the other side? Yes.

18. Do you agree that the same shall be deemed to be true, full, and correct, as facts, upon the faith of which, as facts, said Company shall issue the policy applied for if one is issued hereon? Answer Yes or No. Yes.

It is hereby declared and warranted, by the undersigned - the applicant above named, and also the person whose life is proposed for assurance - that the answers to all of the above questions, and to the questions asked or to be asked, by the Medical Examiner of the person whose life is proposed for assurance, and filled in, or caused to be filled in, by said examiner as agent of the undersigned for that purpose, are each and all true, full, and correct as facts, and inasmuch as the issuing of each policy is decided by the officers of the Company at its office in the City of Cincinnati and as they are to act only upon the printed and written statements and representations herein referred to and mentioned taken together, it is expressly agreed and stipulated, that no statement or information made or to be made, or given to, or to him by the person procuring or transmitting this application, or to, or to him by any other person (unless such statements or information shall have been reduced to writing, and presented to the officers of said Company who are to subscribe said policy hereby applied for, if same shall be issued) shall bind the said Company, or in any manner affect its rights, if any there may be not so presented, and that this application, and this declaration, and all the written or printed statements herein inclosed, made, or subscribed by either of the said undersigned in any wise hereon, shall form the basis of, and be a part of, the contract of insurance hereby applied for, between the above named persons, or their assigns, and said Company, and that if a policy be issued upon this application, it shall be accepted, if accepted at all, upon the conditions, stipulations, agreements, provisions, and restrictions in said policy set forth, and the same are hereby referred to and made part hereof, in case such policy shall be issued, and said persons, whose life is proposed for insurance, further declares, that he is not now afflicted with any disease or disorder; that he does not now, and that he will not, practice any pernicious habit that tends to the shortening of life, and it is further agreed, that if any of said statements or representations contained in, or inclosed on, this application, shall at any time during the continuance of said policy, if issued, be found in any respect untrue, or if any facts which should have been stated to the said officers of the Company have been suppressed, or not stated therein, or if any violation of the covenants, conditions, or restrictions of the policy (should one be issued) shall occur, or any omission or neglect to pay any of the premiums thereon, or

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or before the days on which they fall dues shall take place, then, and in every or either such case, upon the happening of such or any such event, said insurance shall thereupon become and be a totality null and void and of no effect, and that all moneys paid or applied on account of said insurance, together with all interest and benefit what soever that might arise under said policy, shall be forfeited to the said Company for its sole use and benefit, and that under no circumstances what soever shall the insurance hereby applied for be in force or binding upon said Company until this application shall have been accepted, and the premium thereon shall

have been actually paid during the life time of said person whose life is proposed for assurance, and the receipt duly given therefor, signed by the President or Secretary of the Company, and that before demanding payment of said policy hereby applied for in case the same becomes payable upon the death of the life insured, satisfactory proof of death of said person shall be furnished to said Company, and said parties further declare, that they have fully read, or heard read, said application and this declaration and the "notice" hereon indorsed and understand and assent to all herein contained, and it is further declared by the undersigned, that the party for whose benefit this application is made, has an insurable interest in the life above proposed for insurance to the full amount above applied for.

This Brown is hereby authorized and empowered by, and for, and in the name of the undersigned, to transmit and present this application to the said Company, at its Home Office in Cincinnati, Ohio, dated at Mansville O. this 19th day of July 1878.

Witness. This Brown.

Approved and recommended by J. E. Heffelfinger, Agent.

Simon Goetz, Signature of party whose life is proposed for insurance, to be subscribed or acknowledged in presence of Medical Examiners after examination, who will then sign his name as witness
George Goetz.

By S. Goetz, Signature of beneficiary.

Conditions and Agreements.

First. - That the statements and declarations made in the applications for this policy, which are expressly made part of this Policy, and on the faith of which it is issued, are in all respects true, and that there has been no suppression of any facts relating to the health or circumstances of the insured affecting the interests of said Company, it is expressly agreed, that said statements and declarations are, and shall be, treated as warranties.

Second. - That this Policy shall not be valid, or binding upon the Company, until the first premium is actually paid to the Company, or its authorized Agent, during the life time of the assured, all premiums being payable in money only.

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Third. - That the premiums shall be paid on or before the days upon which they become due, at the office of said Company, in the City of Cincinnati, or to the duly authorized Agent of the Company holding a receipt therefor, and producing same, signed by the President, Vice-President, or Secretary, and that all notes given the Company as a lien upon this Policy, or in settlement for premiums, or part premiums, shall be paid at maturity, no agent having authority to extend or postpone the time of payment of any premium or note.

Fourth. - That the said insured shall not, without the consent of said Company previously obtained in writing, reside beyond the settled limits or the protection of the Government of the United States (excepting in the settled limits of Canada, Nova Scotia, or New Brunswick) or north of the fiftieth degree of north latitude, or in any of those States or Territories which lie south of the southern boundary of the State of Virginia, Kentucky, Missouri, or Kansas, or pass beyond the limits of the Temperate Zones.

Fifth. - That the said insured shall not, without the consent of said Company previously obtained in writing, personally engage in blasting, mining, submarine operations, nor serve in any capacity on any vessel, boat, or railway train, or in the production of highly inflammable or explosive substances, nor enter into any military or naval service whatsoever (excepting into the militia, when not in actual service).

Sixth. - That in case the said person, whose life is hereby insured, shall become intemperate in the use of ardent spirits or opium, this Company may, at its option, cancel this Policy, and the net reserve upon it held by the Company at the time of cancellation, calculated by the American Experience Table of Mortality, with interest at four and one-half per cent per annum, less any out-standing indebtedness against the Policy, shall, in such case of cancellation, be paid to the legal owner of this Policy.

Seventh. - That if this Policy should be assigned, or held as security, written notice shall be given to said Company, and due proof of interest produced with proofs of death.

Eighth. - That in case the insured shall die by his own hand, whether sane or insane, or in consequence of a duel, or in consequence of the violation of the laws of the United States, or of any nation's state or province, or shall become a drunkard, or have delirium tremens, this Policy shall become null and void. No presumption of death shall arise from disappearance until this Policy shall have been maintained in force by the payment of premiums, throughout the expectation of life of the person upon whose death this contract matures according to the Company's Table of Mortality, reckoned from the date of the Policy.

Ninth. - That in case of the death of the insured during or by reason of the violation of the conditions and agreements as specified above in Nos. 4, 5, and 8, this Policy shall be valid for the net reserve upon it held by the Company at the time of the death, calculated by the American Experience Table of Mortality, with interest at four and one-half per cent per annum, and for no greater amount.

Tenth. - That upon the violation of the foregoing conditions, or any of them, this Policy shall be null and void, and all payments made thereon shall be forfeited to said Company.

Eleventh. - That the contract of insurance between the parties hereto is completely set forth in this Policy, and the application therefor, and none of its terms can be modified, nor any forfeiture under it waived, except by an agreement in writing signed by the President, Vice President, or Secretary, whose authority for this purpose shall not be delegated.

Twelfth. - That no suit shall be brought upon this Policy, unless brought within one year after the death of the person whose life is insured.

Special Notice to Policy-Holders.

Payment of Premiums. Agents are not authorized to receive any premium on the part of the Company unless they shall have been furnished with a receipt therefor, signed by the President, Vice President, or Secretary, as no payment made to an agent without such receipt being given in return by him is considered valid by the Company, if no notice regarding the payment of premium is received, then the

then the premium should be remitted to the Home Office, at Cincinnati, Ohio, when due.

Powers of Agents. Agents are not authorized to make, alter, or discharge contracts, waive forfeitures, name an extra rate for special risks, or bind the Company in any way, their duties being simply the reception and transmission of applications for policies and premiums under the rules and instructions laid down in their letters of appointment. Agents of the Company are not, under any circumstances, authorized to write the receipt of premiums, or make any indorsement whatever on the Policy.

Restoration of Forfeited Policies. - The Company may, at its option, but solely as an act of grace or courtesy, and when the interests of the Company will not be impaired in any way thereby, restore a forfeited Policy. When a restoration is applied for a new application must invariably be furnished, including the medical examination of the person whose life was insured, and at his expense, from a physician acceptable to the Company. The Agent forwarding such application will be then notified of the decision made in the case.

Alteration of Policies. - Changes in the manner of paying premiums (as from yearly to half yearly, or quarterly, or the reverse) can only be made at the end of the year, dating from the commencement of the Policy, and when such a change is desired by a Policy-holder the Policy must be forwarded to the office of the Company for the proper and requisite indorsement. No change is made by the Company as a Policy fee on a Policy when first issued, except when the first premium is less than ten dollars; but when a policy is altered at a request of the holder a policy fee of one dollar must be paid. A change of interest in a policy can only be made at the written request of the legal owner of the Policy, and with the consent of the Company. Paid-up Policies, issued in consideration of the surrender of original Policies, do not receive dividends, as the payment of premiums upon which dividends are made is discontinued.

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Assignments. - A wife can not legally assign a Policy drawn in her favor, when a Policy is issued to a person on his own life, and afterward assigned by him for a valuable consideration, written notice of such assignment must be given to the Company for registration upon its books. A creditor can only collect the amount of insurance which shall equal the amount of his moneyed interest in the person whose life is insured.

Extra Rates. - Permits are required for residences beyond the limits assigned in the Policy, and for hazardous occupations, for which application must be made to the principal office. Extra rates, in such cases, are always charged as a percentage on the amount insured, and not on the amount of premium.

Summons.

Summons.

The State of Ohio,
Union County.

To the Sheriff of Hamilton County:

You are hereby commanded to notify The Union Central Life Insurance Company that it has been sued by George Gocter in the Court of Common Pleas of Union County, and must answer by the 29th 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 10th day of April, A. D. 1893. Witness my hand and the seal of said Court, this 27th day of March, A. D. 1893.

R. W. Gray, Clerk.

The State of Ohio,
County.

Sheriff's Return.

Sheriff's fees.	#	9
Serv. & Return		52
Mileage		40
Copy.		40
Total	#1	32

Received this writ March 28th A. D. 1893, at 10 o'clock A. M. and served the within named defendant the Union Central Life Insurance Company by delivering a true copy of this writ with all the endorsements thereon personally to J. R. Clark, Treasurer thereof no other chief officer being found.

R. W. Archibald, Sheriff of Hamilton County, Ohio.
By Robt Sweeney Deputy.

State of Ohio, Union County, Court of Common Pleas.

Demurrer
No 65-22.

George Gocter, Plaintiff
vs.
The Union Central Life Insurance Company, Defendant.

Demurrer of The Union Central Life Insurance Company, Defendant.

The Defendant, the Union Central Life Insurance Company, demurs to the first cause of action in the plaintiff's petition, because:

- 1) The action is barred by the statute of limitations, as shown on the face of the petition.
- 2) It does not state facts sufficient to constitute a cause of action against this defendant.

The defendant, the Union Central Life Insurance Company, demurs to the second cause of action in the plaintiff's petition, because:
(1) The action is barred by the statute of limitations, as shown by the face of the petition.

(2) It does not state facts sufficient to constitute a cause of action against this defendant. The defendant, the Union Central Life Insurance Company, demurs to the third cause of action in plaintiff's petition, because:

(1) The action is barred by the statute of limitations as shown by the face of the petition.

(2) It does not state facts sufficient to constitute a cause of action against this defendant. The defendant, the Union Central Life Insurance Company, demurs to the plaintiff's petition, because:

(1) The action is barred by the statute of limitations, as shown by the face of the petition:

(2) It does not state facts sufficient to constitute a cause of action against this defendant.

Ramsay Maxwell & Ramsay, and
James M. Campbell, Attorney for the Union
Central Life Insurance Company, Defendant.

In the Court of Common Pleas, Union County Ohio.

Demurred
to

George Godwin, Plaintiff.

Vs.

Demurred to Amended Petition.

Amended
Petition.

The Union Central Life
Insurance Company Defendant.

Leave of Court having been first had

The defendant, the Union Central Life Insurance Company, demurs to the first cause of action in the plaintiff's amended petition because:
1st The action is barred by the statute of limitations, as shown on the face of said amended petition.

2nd It does not state facts sufficient to constitute a cause of action against this defendant. The defendant, the Union Central Life Insurance Company, demurs to the second cause of action in the plaintiff's amended petition because:

1st The action is barred by the Statute of limitations, as shown by the face of the amended petition.

2nd It does not state facts sufficient to constitute a cause of action against this defendant. The defendant, the Union Central Life Insurance Company, demurs to the third cause of action in the plaintiff's amended petition, because:

1st The action is barred by the statute of limitations, as shown by the face of the amended petition.

2nd It does not state facts sufficient to constitute a cause of action against this defendant. The defendant, the Union Central Life Insurance Company, demurs to the plaintiff's entire amended petition, because:

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The action is barred by the statute of limitations, as shown by the face of the said amended petition.

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It does not state facts sufficient to constitute a cause of action against this defendant.

Ramsay, Maxwell & Ramsay & J. G. Griffith, Attorneys for
The Union Central Life Insurance Company, Defendants.

The following entry was filed January 24th 1894

In Court of Common Pleas, Union County, Ohio.

George Goelen, Plaintiff.

No. 6522.

Vs.

Journal Entry

The Union Central Life Insurance Company, Deft.

on

Demurrer to Petition.

This cause being heard on demurrer to the Petition, the Court on consideration, sustains the same, and the Plaintiff is allowed to amend his petition within thirty days.

George Goelen, Plaintiff.

Union County Ohio

Vs.

Court of Common Pleas.

The Union Central Life Insurance Company and Simon Goelen and J. A. Goelen, Defendants.

Amended Petition.

Amended
Petition

The plaintiff says that on the 15th day of August 1878 he was induced and persuaded by the defendant the Union Central Life Insurance Company to take out a policy of life insurance on the lives of his two sons, one for (\$2,000.00) two thousand dollars on the life of Simon Goelen in said Union Central Life Insurance Company, who was at that time a married man living away from the plaintiff, and was not in any manner indebted to the plaintiff, neither was the plaintiff in any way obligated to care for or support said Simon Goelen. Said policy of insurance was on the ten year annual premium endowment plan, said policy of insurance was numbered 19518. A copy of which is herunto attached marked A and made a part hereof. Also at the same time and as a part of the same transaction he was induced and persuaded by said Company to take out a policy of life insurance on the life of his son J. A. Goelen, in said Union Central Life Insurance Company for the sum of (\$2,000.00) two thousand dollars upon the ten year annual premium endowment plan No. 19514 a copy of which is herunto attached marked "A" and made part hereof, said last named J. A. Goelen was then a married man living away from the plaintiff, was in no way indebted to the plaintiff, and said plaintiff was in no way bound for the support of said defendant J. A. Goelen, and the said insurance Company well knew the same and induced said plaintiff to insure his two sons' lives as herein stated for the purpose of defrauding him the said plaintiff, they well know that the plaintiff had no insurable interest in his said sons or either

of them and the same was done to cheat and defraud this plaintiff out of his money in the premiums and for the purpose of gain on the part of the defendant. That was a part of said first cause of action plaintiff was induced and persuaded by said insurance Company to obtain a loan of money from said Company and he did obtain a loan of money upon said insurance in the sum of one thousand five hundred dollars for five years at eight per cent interest payable semi annually on said loan of fifteen hundred dollars and was required and compelled to pay five years premium on each of said policies in advance, six hundred and ten and ⁵⁴/₁₀₀ dollars of the same before due and compelled plaintiff to pay eight per cent semi annual interest on \$795. ³⁴/₁₀₀ dollars being the amount of said prepaid premiums until the expiration of five years from the 15th day of August 1878 as well as eight per cent semi annual interest on said loan of fifteen hundred dollars during the five years beginning on the 15th day of August 1878 on the 18th day of November 1882 plaintiff paid said loan of fifteen hundred dollars as well as \$800. ⁰⁰/₁₀₀ added as they claimed for five years amount of premiums all of said money was paid said insurance Company almost a year before the same became due being the whole amount of said loan with its interests without any deduction whatever thereby collecting off the plaintiff about \$160. ⁰⁰/₁₀₀ as usurious and other interest paid on said premiums all of the said money said Company has retained and has applied to their own use and have never repaid this plaintiff any part of the same. All of said fraud was not discovered by the plaintiff until within four years next preceding the beginning of this action. That at the time of obtaining said insurance and loan said Company took an assignment of said policies to itself and has held said assignment of said policies as against said plaintiff and the insured ever since continuously and still holds said assignment and by virtue thereof hold the same in trust for the benefit of this plaintiff and thereby keeping said policies in full force and virtue in law. Plaintiff therefore claims that the payments heretofore made to said insurance Company and interest charged thereon and collected off the plaintiff and premiums collected on said policies were frauds upon the plaintiff and were obtained by said Company for the purpose of cheating and defrauding this plaintiff, that the plaintiff at the time of taking said insurance being old infirm and wholly unacquainted with life insurance and loans thereunder, and was induced by said company to rely wholly upon its statements and representations concerning the same and did rely wholly upon its statements thereof and believed they were true thereby induced to take out said insurance and said loans thereunder, and thereby was induced to part with his money as heretofore stated by said false and fraudulent statement and that he did not discover said fraud until within four years last past and being after he had parted with his money.

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Plaintiff further says that at the time of getting said insurance and loan said Company falsely and fraudulently represented to him that he would not only be protected by said insurance but that he would get said loan at a less rate of interest than elsewhere, all of which said Company knew to be false at the time, and said statements and representations were made by said Company for the purpose of cheating and defrauding the plaintiff all of which fraud was not discovered until within four years hereof.

2nd Cause of Action.

For second cause of action said plaintiff says that at the time of taking out said insurance he was made to believe by the representations of said insurance company that he had an insurable interest in his two sons lives which statement of said insurance Company he relied upon and believed and was thereby induced to take and did take out the insurance hereof stated on each of their lives and to part with his money to pay the premiums thereon which statement said insurance Company knew at the time of taking said insurance to be false and fraudulent and they also knew that he had no insurable interest in the lives of his ^{said} sons neither being indebted to him or he being under no obligation to support them each being over the age of 21 years and being the head of families or either of them and he got no valid insurances on their lives thereby, all of which he did not discover until within four years next preceding the bringing of this action and was thereby defrauded in this transaction in the sum of One Thousand dollars.

3rd Cause of Action.

That as a part of said fraudulent representations and as a part of the fraud practiced by said Company upon the plaintiff they issued to him the said policies No 19577 and 19578 as hereof stated under what the said Company claimed to be the ten year annual premium endowment life rate making said rate begin on the 16th day of August 1883 instead of August 16th 1878 as it should have been written thereby intending to cheat and defraud the plaintiff out of five years premiums and annuity amounting to \$800 ^{or} said plaintiff never discovered said change and alteration in said policies until within four years next preceding the filing of this petition. Plaintiff therefore says by reason of the false and fraudulent representations in said first cause of action and said second cause of action he has been damaged in the sum of one thousand dollars for which he claims judgment against said insurance company and for all proper relief in the premises.

J. H. Kennedy, Attorney for Plaintiff.

State of Ohio Union County S. S.
George Goder being first duly sworn according to law says the facts and allegations stated in the foregoing petition as he believes true.
George Goder.

Sworn to and subscribed before me this day of February A. D. 1894,

A. H. Kellefath Notary Public.

The following entry was filed July 2nd 1894,

Entry
No 6622.

George Gocter.
vs.
Union Central Life
Insurance Company.

This cause coming on for hearing on the demurrer to the amended petition of the plaintiff was argued by counsel and submitted to the Court, on consideration thereof the Court do sustain said demurrer thereupon plaintiff asked and obtained leave to file a second amended petition which the Court ordered filed by September 1st 1894,

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

Motion
to
Dismiss.

George Gocter, Plaintiff.
vs.
The Union Central Life
Insurance Co., Defendant.

Motion.

The defendant, The Union Central Life Insurance Company, moves that this case be dismissed at plaintiff's costs, for the reason that plaintiff is in default of pleading.

J. G. English, Attorney for Union Central Life Insurance Co.

Afterward on the 4th day of October A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

In the Court of Common Pleas, Union County Ohio

Entry
No 6622.

George Gocter, Plaintiff
vs.
The Union Central Life
Insurance Co. et al. Def'ts

Entry.

This cause coming on for hearing this day upon the motion of the defendant, The Union Central Life Insurance Company - to dismiss, and it being shown to the Court that plaintiff is in default of pleading herein upon full consideration thereof the Court dismisses this action at plaintiff's cost. And judgment for costs is awarded accordingly without prejudice to a new action

Attest J. N. Garnell



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Petition
No 6795

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Please continuance 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 Term on the 15th day of September in the year of Our Lord one thousand eight hundred and ninety four.

Be it remembered that hereof to wit on the 6th day of September A.D. 1894 Ora G. Monson filed in the Clerk's office of the said Court of Common Pleas the following petition against Jacob G. Monson to wit:

Court of Common Pleas Union County Ohio.

Petition No 6795

Ora G. Monson, Plaintiff, }
Against }
Jacob G. Monson, Defendant. } Petition

The plaintiff says: That she has been a resident of the State of Ohio for the year last past, and is now a bona-fide resident of said County of Union. That on or about the 19th day of July 1894, in the City of Delaware, County of Delaware and State of Ohio, she was married to the defendant Jacob G. Monson, and she has ever since conducted herself toward the said Jacob G. Monson as a faithful and obedient wife. The defendant disregarding his duties as a husband has been guilty of extreme cruelty toward the plaintiff commencing his abuse of her within a very few days after their said date of marriage. That he has during their short period of married life, and without any provocation, or cause upon her part, called her vile and indecent names, and applied to her vulgar and indecent epithets, and has repeatedly called her a whore and a bitch using these terms frequently when addressing the plaintiff and when speaking to other persons in her presence, and to other persons in her absence, as she avers and charges to be true. That the plaintiff has been and still is the proprietor of a millinery shop in the Village of Mansville in said County and her said shop and place of business stands in close proximity to the Sholey Institute in said Village. The said defendant has frequently charged the plaintiff with being a "whore" and running a "whore-house" in connection with said Sholey Institute.

The defendant, since his said intermarriage with the plaintiff, has furnished but very little provision for their table - she having to be at that expense, and make purchases of the necessaries of life almost entirely from her own money and he has furnished her nothing whatever in the way of clothing, and has been entirely guilty of gross neglect of duty toward the plaintiff. The defendant has made frequent threats against the life of the plaintiff, since their said intermarriage and without any cause or provocation whatever on her part. The plaintiff therefore prays that she may be divorced from the defendant, that their marriage relation be dissolved and set aside. The plaintiff further asks that she be restored to her maiden name of Ora G. Kirk, and that she have such other and further relief as in equity she may be entitled to.

Porter & Porter Attorneys for Plaintiff.

Eva. G. Monson. The plaintiff, being sworn, makes oath that the facts stated in the foregoing petition are true as she believes.
Eva. G. Monson.

Sworn to by Eva. G. Monson before me, and signed by her in my presence this 5th day of September A. D. 1894.
J. W. Gosnell Clerk.

To the Clerk:
Issue a summons in the above entitled case returnable according to law. Also copy the petition so that the copy of the petition may be served upon the defendant with the summons by the Sheriff. Endorse on back of summons "Action for Divorce"
Porter & Porter, Attorneys for Plaintiff.

September 5th 1894.

Afterward on the 4th day of December A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Entry. No. 8795. | No. 8795. |
Eva. G. Monson Plaintiff. | Against. |
Jacob. G. Monson Defendant. |

Now came the plaintiff. 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 answers and demurrers 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 and extreme cruelty, 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 Eva. G. Monson and Jacob G. Monson be and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the petition be, and she hereby is restored to her maiden name Eva. G. Kirk. It is further considered by the Court that the said Eva. G. Monson recover from the said Jacob G. Monson her costs herein expended; and execution is awarded.

Porter and Porter,



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Petition No 8702. A hie
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Please continuance and held at the Court House in Mansfield 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 W. Price, Judge of said Court of the term of September term: on the 10th day of September in the Year of Our Lord one thousand eight hundred and ninety four.

Be it remembered that heretofore to wit on the 30th day of March A. D. 1894 Urbick, Bell & Co. filed in the Clerk's Office of the said Court of Common Pleas the following petition against French, G. Reynolds to wit:

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

Petition No 6702.

Urbick, Bell & Co. Plaintiff. vs. French, G. Reynolds. Defendant.

Petition

Plaintiff is a partnership formed for the purpose of carrying on business in the State of Ohio, and is now so engaged. The plaintiff is the owner of and entitled to the immediate possession of the following goods and chattels described in the itemized statement marked "Exhibit A" and which is hereto attached and made a part hereof as fully as if the same were set out in this petition. The defendant wrongfully detains from the plaintiff said goods and chattels and has so detained said property for the space of one day to the damage of the plaintiff in the sum of \$100 00.

Wherefore the plaintiff asks judgment against the defendant for the recovery of said property and for said sum of \$100 00 with interest and costs.

J. L. Garrison and J. O. Wherry Attorneys for Plaintiff.

State of Ohio.

D. C.

Franklin County.

George G. Gless being first duly sworn says that he is a member of the firm of Urbick, Bell & Co. the plaintiff, and that the facts stated and allegations contained in the foregoing petition are true as he verily believes.

George G. Gless.

Sworn to and subscribed in my presence by the said Frank Gless this 30th day of March, 1894.

R. W. Gray Clerk of Court.

'Exhibit A'

100 #	Arrows Coffee.	36 Pkgs	FXL R. Wheat.	1 Pail	Tobacco.
72 #	J. T. Tobacco.	60 #	Crab Peaches.	1 Box	Yeast Yeast.
24 #	Garnet Stone	56	Cr. Cheese.	2 Doz	Sauces Vanilla,
14 #	Stedgs D ^o	335	Gal A Sugar.	2 "	" Lemon.
14 #	P. H. D ^o	368	# 12 Ev C D ^o	4 "	10 # R. B. Powder,
166 #	Raisins.	312	D Side Meat.	6 Cans	14 # Canned Beef.
	Cluster D ^o	54	# Dried Beef.	300 #	Raisins.
1 "	500 Matches.	55 1/2	Gal Syrup.	500 #	20 Sax
25 #	Bologna.	100 #	Lion Coffee.	500 "	10 D ^o
500	5 Sax	6 Doz	Ken'on R. Pond	'14, '15	2 # Beans
500	6 D ^o	5 #	Gay Chain Smoking,	976	Granul Sugar.
500	8 D ^o				

1047	A.	4"	K Salmon.	4 Doz	1/4	Stanton B. Pond
63#	Hams.	136#	Beans.	12#		Chocolate.
3 Pails	Jelly.	100#	Mexican Coffee.	100#		Lion Coffee.
48#	Stem Tobacco.	142#	Rice.	50 Doz		Star
24#	G. S. 9°	10#	Stirling Tobacco.	55#		Prime Beef.
115#	Orz. Ghent.	71#	Craps Peaches.	55#		Hams.
1 Doz	3# Apple Butter.	25#	" Raspberries.	25#		Bologna.
500#	Raisins.	90#	" Corn.			
2 Doz	Apricots.	73#				
2 "		10#	Mail Pouch Smo			
2 "	Succotash.	24#	Sledge Tobacco.			
100	Sea Salt.	24#	Gov Stem D°			
3 Doz	Roller Cats.	6#	Alligator D°			
10#	Box Fish	10#				
71#	Crackers.	12 1/2#				
6 Doz	Baskets.	50#	Raisins.			
1 "		100#	Lion Coffee.			
2 "	Son Vanilla	25#	Bologna.			
3 "	Mince Meat.	60#	Lard.			
4 "		310	D. S. Side meat.			
4 "	Toilet Soap.	45#	Hams.			

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

Affidavit
No 6702.

Cutrick, Bell & Co. Plaintiff,
vs.
French, H. Reynolds. Defendant.

Affidavit.

State of Ohio.

D. S.

Franklin County.

George H. Gless being first duly sworn says that he is a member of the firm of Cutrick, Bell & Co. the plaintiff, the property to recover possession of which this action is brought is fully described in the itemized statement marked "Exhibit A" hereto attached and made a part hereof as fully as if the same were set out herein. That the plaintiff is the owner of said goods and chattels, that said property is wrongfully detained from the plaintiff by the defendant, that said property was not taken on process issued against the plaintiff and is not claimed by it under a title acquired mediately or immediately by transfer from one from whom said property has or had been taken by such execution, order or process now for taxes.

George H. Gless.

Sworn to and subscribed in my presence by the said George H. Gless this 30th day of March 1894.

R. M. G. Gray.

Clerk of Court.

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Summons.

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Union B. Pond
chocolate.
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Bologna.

2/24	100#	Arissa Coffee.	2 Doz	Apricots.
	72#	J.T. Tobacco.	2 "	
	24#	G.S. Do	2 "	Succotash.
	24#	Sledge Do	100	Sax Salt.
	14#	P.H. Do	3 Doz.	Roll'd Oats.
	166#	Raisins.	10#	Good Rich.
	2	Do	71#	Crackers.
	1 "	500 ^s Matches	6 Doz	Baskets.
	25#	Bologna.	1 "	Bruner.
	500 #	5 Sax	2 "	Souders Vanilla.
	500 #	6 Do	3 "	Mince Meat.
	500 #	8 Do	4 "	Fu in Grease.
	36 Pkg	IXL Wheat	4 "	Toilet Soap.
	60#	Crap Peaches.	4 "	S. Salmon.
2/3	56#	Cheese.	136#	Beans.
	335#	Columbia A Sugar.	3/17. 100#	Mexican Coffee.
	368#	12 Extra C Do.	142#	Rice.
	312#	D.S. Side Meat.	10#	Stinking Tobacco.
	54#	Dried Beef.	71#	Crap Peaches.
	55 1/2	Sax Syrup.	25#	Crap Raspberries.
	100#	Lion Coffee.	90#	" Corn
	6 Doz	Union B Powder 14.	73#	Crack
	5#	Easy Chair Smoking.	10#	Mail Pouch Smoking.
	1 Pail	Tiger Tobacco.	24#	Sledge Tobacco.
	1 Box	Yeast Foam.	24#	Cornu Stone Tobacco.
	2 Doz	Souders Vanilla.	6#	Alligator "
	2 "	" Lemon.	10#	" "
	4 "	10¢ A B Powder.	12 1/2#	" "
	6 Cans	14# Canned Beef.	500#	Raisins.
	300#	Raisins (in boxes)	100#	Lion Coffee.
	500	20# Sax	25#	Bologna.
	500	10 Do	60#	Lard.
	152#	Beans.	310#	D.S. Sides.
3/10	976#	Granl Sugar.	45#	Hams.
	1047#	Kinders A D.	24. 6 Doz.	4 Union B. Pouch.
	63#	Hams.	12#	Chocolate.
	3 Pails	Jelly.	100#	Lion Coffee.
	48#	Star Tobacco.	50 Doz.	Star
	24#	G.S. Do.	55#	Dried Beef.
	113#	N.Y. Cheese.	55#	Hams.
	1 Doz	3# Apple Butter.	25#	Bologna.
	500#	Raisins.		

Union County, Ohio.

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Summons.

Summons.

The State of Ohio. | To the Sheriff of Union County:
Union County. |
You are hereby commanded to notify Frank G. Reynolds, that he has been sued by Ulrich, Bell, and Co. in the Court of Common Pleas of Union County, and must answer by the 28th.

day of April A. D. 1894, 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 April A. D. 1894. Witness my hand and the seal of said Court.
 This 30th day of March A. D. 1894.

R. M. C. Gray, Clerk.

The State of Ohio.

Sheriff's Return.

Union County.

Sheriff's Fee.	\$ 9
Sum & Return	50
Mileage.	90
Copy.	15
Total	1 61

Received this writ March 30th A. D. 1894, at 10 o'clock A. M. and served same by handing a true copy of this writ with the enclosures thereon to the within named French G. Reynolds personally on the 30th day of March 1894.

Wm. G. Snodgrass, Sheriff.

Answer No 9702.

Culick Bell & Co. Plaintiff.

vs.

French G. Reynolds, Defendant.

Court of Common Pleas

Union County Ohio.

Answer.

The defendant admits that the plaintiff is a partnership as alleged in the petition herein. The defendant denies each and every other allegation in the petition contained and says that before and at the time of the commencement of this action he was the owner of the goods and chattels itemized in the statement marked "Exhibit A" in plaintiff's petition and now then and still is entitled to the possession of the same.

D. M. Myers Attorney for Defendant.

State of Ohio Union County S. S.

French G. Reynolds being duly sworn says the facts stated and allegations contained in his foregoing answer are as he believes true.

F. G. Reynolds.

Sworn to before me and signed in my presence This 28th day of April 1894.

R. M. C. Gray, Clerk of Court.

Entry.

Culick Bell & Co.

vs.

French G. Reynolds

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

- | | | |
|--------------------|----------------------|-------------------|
| 1. A. C. Plate. | 5. Henry Highbarger. | 9. Geo. Coon. |
| 2. D. A. Kea. | 6. John Goehman. | 10. Israel Fogle. |
| 3. Thos. Lovel. | 7. J. O. Nash. | 11. Ch. M. Titon. |
| 4. William Kutton. | 8. H. J. Brooks. | 12. Joseph Morse. |

who were duly impanelled and sworn according to law, and this case comes on for hearing on the pleading and evidence and having heard the evidence, arguments this cause continued

Entry No 9702.

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Motion for new Trial.

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Until Monday Oct 1st 1894 at One 30 O'clock P.M. to which time Court adjourned.

Orlick Bell & Co. |
vs. |
French G. Reynolds. |

This day again came the parties by their Attorneys also the jury heretofore impaneled and sworn herein, and said jury 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 says, 'Oe the Jury, being duly impaneled and sworn find the issues in this case in favor of the plaintiff and assess the amount of damages due to the plaintiff from the defendant at one cent.'

Entry
No 4762.

Motion
for new
Trial.

Orlick Bell & Co. | Court of Common Pleas
vs. | Union County Ohio.
French G. Reynolds. |

Motion for new trial The defendant herein now comes and moves the Court for an order vacating the verdict heretofore rendered against him herein and to grant him a new trial and for grounds says:

- 1st Misconduct of the Jury and prevailing party.
- 2nd Accident and surprise which ordinary prudence could not have guarded against
- 3rd That the verdict is not sustained by sufficient evidence and is contrary to law.
- 4th Newly discovered evidence material for the defendant which he could not with reasonable diligence have discovered and produced at the trial
- 5th Error of law occurring at the trial and excepted to by the defendant.

Orlick Bell & Co. | D. W. August, Attorney for Defendant.
vs. | Court of Common Pleas
French G. Reynolds. | Union County Ohio.

Affiant.

State of Ohio Union County S.S.

French G. Reynolds being first says he is the defendant in the above entitled case, and in support of his motion for a new trial herein says that Charles North, who gave testimony on the trial had at the present term of said Court is a material witness for this defendant. Affiant says that he made search and inquiry of persons most likely to have knowledge and information to aid him in maintaining the issue on his part herein and among others he made inquiry of the said Charles North as to what he would testify to on said trial and was unable to learn from said Charles North whether he knew any thing that would aid this said Affiant, on said trial. Affiant says that he was informed by others that the said North was unfriendly to him and that the evidence of said North as to his solvency and intention to pay for the property replevined here, would be

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adverse to this Affiant on said trial which information Affiant believes and did not learn any thing to the contrary until after said trial had been concluded. Affiant says that the said North was not inquired of on the witness stand in said trial, fully as to the purchase of said goods from the plaintiff because of the information aforesaid and the full belief of this Affiant that said North's testimony would be adverse to this Defendant. Affiant says that after said trial he learned for the first time that said North will testify that at the time of making the purchase of the property mentioned herein that he believed and had good reason to believe that he was solvent and that he made said purchase in good faith expecting to pay for the same; and that he the same North did not know until the 29th of March 1894, after said purchase from plaintiff of the extent of his indebtedness to this Defendant, that the said North at the time of making said purchase of book accounts about \$2000. which he then believed to be collectable and that his entire stock was worth over three thousand Dollars, and that said North was until the said 29th day of March 1894 wholly ignorant of his indebtedness to this Defendant when he was informed on said day by this Affiant that the said North will further testify that he fully and truthfully stated to the plaintiff at the time of making the purchase of said Goods, his financial condition, and that the said plaintiff sold the said North, said Goods with as full information as he the said North then had of his assets and debts, and that the check introduced on the trial was given by said North in good faith believing that the same would be paid, and that his previous purchases were paid for in the same manner to the plaintiff that at the time of said purchase of said Goods there were no suits pending or judgments against the said North and that he was able to and in fact meeting all his indebtedness as the same became due, and that but for his indebtedness to this Defendant of which he was ignorant until after purchasing said Goods Affiant says he was kept in ignorance of the foregoing evidence until after the trial had been fully concluded herein, that the said North will also testify that the plaintiff hereinafter they had made a complete examination of the said North's stock of Goods and after placing a value thereon of over \$3000. which said North then believed sold and delivered to the said North the Goods mentioned herein. That Olie Goff and Burt Downer will testify that the Agent of the plaintiff at the time of selling the said Charles North, said Goods made at the time of the last sale on examination of said North's Stock of Goods, and represented to said North that the same was of the value of over \$3000 and they heard the said

Entry
No 6702.

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North make a statement to the said Agent of his assets
after which statement the plaintiff by their said Agent urged
The said North to buy more than he did buy that the said
North was in the General Grocery and provision and that
his credit was good and that he readily purchased Goods of all
Wholesale men of whom he ordered Goods. Affiant says he has
learned of the evidence of the said Goff and Downer through the
said North since the said trial closed.

Affiant says he had before said trial by inquiry of the said
North and others likely to know made every effort he could
to get such information as would aid him on said trial, and
Affiant is informed that the reason that he has been enabled to
obtain said information is because as he is informed and
believes to be true the said North believed the case was ended
and that he could not be used as a witness. That the credit of
the said North was good with the plaintiffs to the extent that
they increased his orders with them for merchandises after the
same had been made.

F. E. Reynolds.

Sworn to before me and signed in my presence this 7th day
of October 1894

C. M. W. Adow, Notary Public.

Afterward on the 11th day of October A.D. 1894 an entry was
made on the Journal by the Clerk of the Court.

Entry
No 6702.

Calick Bell & Company.

vs.

French. E. Reynolds.

Entry

No 6702.

This cause came on for hearing on the
motion of the defendant to set aside the verdict and for a new
trial herein. And the Court on consideration thereof, does overrule
the same. To which ruling defendant excepted. It is therefore considered
by the Court that the said plaintiff recover from the said defendant
French. E. Reynolds the sum of one cent together with its cost
herein expended.

Attest J N Gosnell Clerk

Pleas continuance 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 Term on the 23rd day of September in the year of Our Lord one thousand eight hundred and ninety four. Be it remembered that hereofas to wit on the 3rd day of December A. D. 1894 A. J. Rigdon filed in the Clerk's office of the said Court of Common Pleas the following petition Against H. Philbrook to wit:

Petition and Answer in Cognovit.

The State of Ohio,
Union County, Sd.

In the Court of Common Pleas.

A. J. Rigdon
vs
H. Philbrook.

Petition
Civil Action for money only.

A. J. Rigdon the above named plaintiff says that there is due to him from H. Philbrook defendant, on a promissory note made by the defendant dated the 23rd day of November A. D. 1893, which note, with the warrant of Attorney Thero's Annexed, is hereto attached, the sum of One Hundred and Ninety Dollars and Ninety seven cents with interest thereon at eight per cent from the 23rd day of November A. D. 1893. The plaintiff further says that he is the legal owner and holder of said note, that the same is due and unpaid. Whereupon the plaintiff asks judgment against said defendant for the sum of One Hundred and Ninety Dollars and Ninety seven cents, with interest at eight per cent from the 23rd day of November A. D. 1893.

The State of Ohio,
Union County.

John W. Buchick Attorney for Plaintiff

A. J. Rigdon the above named plaintiff being duly sworn, says that he believes the statement in the foregoing petition to be true.

A. J. Rigdon.

Subscribed by A. J. Rigdon in my presence, and sworn to by him before me, this 3rd day of December A. D. 1894

John E. Griffith
Notary Public

Sherriff's
Return
of
Summons.

A. J. Rigdon
vs
H. Philbrook
Cognovit
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A. J. Rigdon
vs
H. Philbrook

Entry
No 6835.

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A. J. Rigdon.
vs.
H. Philbrook. Defendants Answer.

In Court of Common Pleas.

Union County, S. C.

And now come H. Philbrook 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 plaintiff. The holder of the note described in plaintiff's petition, and against the above named defendant, for the sum of Two hundred and six dollars and sixty seven cents, the amount appearing due for principal and interest on said note, and also consents 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.
December 3rd A. D. 1894.

J. O. Griffith. Attorney for Defendant.

Entry
No 6835.

A. J. Rigdon.
vs.
H. Philbrook. Entry.

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This day came the plaintiff by John W. Backus his Attorney, and thereupon came J. O. 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, confessed that there is due from said defendant to said plaintiff as is alleged in said plaintiff's petition, the sum of \$206.⁰⁷ It is therefore considered that said plaintiff do recover of said defendant the said sum of \$206.⁰⁷ 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, all right of appeal, and all right to file a petition in error are waived.

for Plaintiff

Cognovit note.
\$195.⁹⁷

Wilmington N. C. Nov 23rd 1893.

One Year after date for Value received. I promise to pay to A. J. Rigdon or order One hundred and ninety and ⁹⁷/₁₀₀ dollars with interest the rate of 8 per cent. per annum, at Wilmington Center Bank and I her by do 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 me 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.

H. Philbrook.

Deal

ff being
The foregoing

to by him

Sheriff's
Return
of
Summons.

Received this writ Nov 17th A. D. 1894, at 10 o'clock A. M. and served same by delivering a true copy of this writ with the inclosures thereon to the within named H. Philbrook personally and to Harry Philbrook by leaving a copy at his usual place of residence on the 7th day of Nov 1894. Sheriff's Service & Return 40 Mileage 1.12 Copy 30 Total \$1.82; W. M. S. Notgrass, Sheriff.

Public

Please continuance and held at the Court House in Mansfield within and for the County of Union in the Southern Judicial District of the State of Ohio before the Honorable John A. Price Judge of said Court of the term of September Term on the 10th day of September in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that heretofore to wit on the 3rd day of December A. D. 1894. A. S. Worgnidge filed in the Clerk's office of the said Court of Common Pleas the following petition against Richard H. Gocky, John Peissol, Alice T. Gocky. To wit:

The State of Ohio, Union County, S. S. Court of Common Pleas.

Petition

A. S. Worgnidge, Plaintiff,

vs.

Richard H. Gocky John Peissol,
and Alice T. Gocky, Defendants.

Petition.

The defendants, on the 4th day of August A. D. 1893, executed and delivered to A. S. Worgnidge (Plaintiff) their promissory note of that date, with the warrant of Attorney annexed, true copies of which warrant and note, with all the inclosures thereon, are hereto attached, marked "Exhibit A" and made a part of this petition. Said note is unpaid, except as shown by said inclosures, and there is now due the plaintiff on said note the sum of three hundred dollars with interest at the rate of eight per cent. per annum, from the 4th day of August A. D. 1893. Wherefore plaintiff prays judgment against said defendant for the sum of three hundred dollars with interest thereon from the 4th day of August A. D. 1893; at the rate of eight per cent. per annum till paid and for costs of suit

W. W. Merchant, Attorney for Plaintiff,

The State of Ohio, Union County, S. S.

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

W. W. Merchant

Sworn to by said W. W. Merchant before me, and by him signed in my presence this day of December A. D. 1894,

J. H. Gosnell, Clerk.
By J. A. Gosnell Deputy.

Answers.

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Entry.
No 6834.

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The State of Ohio,
Union County, | S. S. | Court of Common Pleas.

Answer.

A. S. Worgidze, Plaintiff.

Answer.

Richard H. Goely, John Pincob,
and Alice T. Goely, Defendants.

By virtue of the warrant of Attorney annexed to and mentioned in the foregoing petition, I, an Attorney at Law in the several Courts of record of this state, do hereby enter an appearance for said defendant in this suit, and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff against said defendant, on said note for the sum of Three Hundred and Thirty Two dollars and forty eight cents, being the amount appearing due for principal and interest on said note, and also for costs of suit, taxed and to be taxed, and I do hereby release and waive all exceptions, errors, and right of appeal in the premises.

J. H. Sinkaels, Attorney for Defendant.

A. S. Worgidze, Plaintiff.

Judgment Entry.

Entry,
No 6834.

Richard H. Goely, John Pincob,
and Alice T. Goely, Defendants.

\$ 332. 48

This day came the plaintiff, by his Attorney; also appeared in open Court, for and on behalf of said defendant, J. H. Sinkaels, an Attorney at Law of this Court, and by virtue of a warrant of Attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants and in favor of said plaintiff, for three hundred and thirty two dollars and forty eight cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of three hundred thirty two dollars and forty eight cents, being the amount of said note with interest computed at eight per cent, per annum, from the 4th day of August A. D. 1893, and also his costs herein expended, taxed at \$

\$ 300.00

August 4th 1893.

Twelve month after date, for value received, we jointly and severally promise to pay to A. S. Worgidze or order Three hundred dollars with interest at eight per cent annually from date until paid and we hereby dispense with demand of payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of record in the State of Ohio or elsewhere and waive the issuing and service of process and confess judgment against us or either of us in favor of the holder or holders of this note, for the amount of said note together with the costs of suit, and to waive and release all errors in

by him
D. 1894,

cert.
Depty.

said proceedings and petition in error.

Richard H. Goby.
John P. Pinsof.
Alice J. Goby.

Attest J. M. Gornall Clerk

Place continuance 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 Term on the 10th day of September in the Year of Our Lord one Thousand eight hundred and ninety four.

Be it remembered that herefore to wit on the 23rd day of March A. D. 1894, Alice Lakon filed in the Clerk's office of the said Court of Common Pleas the following petition against Mary Porter et al. To wit:

State of Ohio. }
Union County S. D. } In the Court of Common Pleas.

Petitioner Alice Lakon Plaintiff. }
vs. }
Parties Mary Porter, W. R. Wherry, }
J. A. Wherry, Grace }
Silberman Defendants. }
Petition for Partition.

Plaintiff has a legal right to and is seized in fee simple as a daughter and one of the heirs at law of John N. Wherry, deceased, of the undivided fifth part of the following real estate, situated in the Village of Magnetic Springs, County of Union and State of Ohio part of Virginia Military Survey No 3696. Beginning at a stake in the east line of the Mills John gravel road, and at the north west angle of Park Avenue. Thence with the north line of said Park Avenue S. 80° E 196 feet to a stake. Thence S. 10° W. 120 feet to a stake. Thence N. 80° W 196 feet to a stake in the east line of the said Mills John gravel road. Thence with the east line of said Gravel Road N. 10° E. 120 feet to the beginning, containing seventy-one (71) poles, each of the defendants, heirs, are entitled to an undivided fifth in said estate in fee simple as children and heirs at law of the said John N. Wherry, deceased. Plaintiff desires to have her interest set off to her in severalty and prays that partition of said premises be made and if it cannot be done without manifest injury that such proceedings may be had and are authorized by law.

By George W. Mc Keller & Jay L. Athey
Attorneys for Plaintiff

Answer
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S. S.

Cuyahoga County,

Jay. L. Athey, being duly sworn, deposes and says that he is one of the Attorneys in this case and that the plaintiff is a tenant from the State of Ohio and that he has knowledge of the material and things contained in the foregoing petition and that the same are true as he verily believes

Jay. L. Athey,

Sworn to before me and subscribed in my presence by the said Jay. L. Athey, this 20th day of March 1894.

F. H. Goff, Notary Public.

State of Ohio.

In the Court of Common Pleas.

Union County S. S.

Alice Lahm. Plaintiff.

Vs.

Mary Porter, W. R. Mowry, J. A. Mowry and Grace Silberman. Defendants.

Précipe.

To the Clerk:

Ward notice of publication on the defendants, W. R. Mowry, Camden, N. J. J. A. Mowry, New York City and Grace Silberman, Yonkers, N. Y. George W. Mc Kellan and Jay L. Athey. Attorneys for plaintiff.

George W. Mc Kellan, Attorney at Law.

Nassau Street: New York, N. Y.

Jay. L. Athey, Attorney at Law.

Cuyahoga Building, Cleveland, Ohio.

To the Clerk:

send all communications to Jay L. Athey, Cleveland, Ohio.

In the above action, I hereby waive service of a summons and voluntarily enter my appearance as a defendant in a true action.

Dated, Cleveland, Ohio, March 1894

Mary W. Porter one of the defendants.

State of Ohio.

In the Court of Common Pleas.

Union County S. S.

Alice Lahm. Plaintiff.

Vs.

Mary Porter et al. Defendants.

Answer and cross Petition of Mary Porter.

And now comes the defendant, Mary Porter, and for answer to the petition of plaintiff, herein says

Answer and Cross Petition

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That she admits the truth of each and every averment therein contained. Defendant in further answering and by way of cross petition says that she has a legal right to and seized in fee simple as daughter and one of the heirs at law of John W. Moroy, deceased, of the undivided fifth part of the following real estate, situated in the Village of Magnetic Springs, County of Union State of Ohio, part of Virginia Military Survey No. 3696. Beginning at a stake in the east line of the Mills John gravel road, and at the north west angle of Park Avenue. Thence with the north line of said Park Avenue S. 80° E. 196 feet to a stake. Thence S. 10° W. 120 feet to a stake. Thence N. 80° W. 196 feet to a stake in the east line of the said Mills John gravel road. Thence with the east line of said gravel road N. 10° E. 120 feet to the beginning, containing seventy-one (71) poles. Each of the other defendants and the plaintiff, herein, are entitled to an undivided fifth in said estate in fee simple as children and heirs at law of the said John W. Moroy, deceased. Wherefore defendant prays to have her interest set off to her in severalty and that partition of said premises be made and if it cannot be done without manifest injury that such proceedings may be had as are authorized by law.

Herrick, Athey & Bliss, Attorneys for Defendant

State of Ohio.

S.S.

Waynes County

Mary Porter, being duly sworn, deposes and says that she is one of the defendants in this action and that the material and things contained in the foregoing petition are true as she verily believes.

Mary, M. Porter.

Sworn to and subscribed in my presence by the said Mary Porter, this 22nd day of March, 1894.

James S. Meahn, Notary Public.

State of Ohio.

In the Court of Common Pleas.

Union County S.S.

Affidavit for service by publication.

Alice Lahm, Plaintiff.

vs. Mary Porter et al. Defendants.

Affidavit for Publication.

Jay L. Athey, being first duly sworn, deposes and says that he is one of the Attorneys for the plaintiff in the above action and that the said plaintiff is absent from the State of Ohio and that he has knowledge of the matters and things contained in this action. That under section 5548, he deems service by publication upon the following defendants to wit: W. J. Moroy who resides at Camden, N. J. J. W. Moroy, who resides in the City of New York, N. Y. and Grace Silberman, who resides in Yonkers, N. Y. that said action is for partition and one that comes under the statute for constructive service.

Coronal Entry.

That service of Henry Sworn This 20 The S says th in the County Sworn Prin W. R. York will to Comm and the descri. Tourt and S At a The no Park to a said road poles The de Answ. By State of On En W. M. On This

That said defendants are now residents of the State of Ohio and service of a summons cannot be made on them in Ohio. Wherefore plaintiff asks service by publication

Sworn to before me and subscribed in my presence by Jay L. Athey. This 20th day of March, 1894.

Frank R. Hurvick, Notary Public.

The State of Ohio, Union County S. S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 4 consecutive weeks in the Mansfield Tribune a news paper of general circulation in the County of Union, the first publication beginning with March 28th, 1894.

W. B. Shearer.

Sworn to and subscribed before me, this 19th day of May 1894.

Printers Fees, \$14.35

R. M. Gray Clerk.

Legal Notice.

W. R. Moroy, residing in Camden, N. J. J. A. Moroy, residing in New York City, N. Y. and Grace Silberman, residing in New York, N. Y. will take notice that the undersigned has begun suit in the Court of Common Pleas, in the County of Union and State of Ohio, against them and Mary Porter, of Cleveland, Ohio, asking for partition of the following described real estate, formerly owned by their father, John R. Moroy, deceased, to wit: situated in the Village of Magnetic Springs, County of Union and State of Ohio, part of Virginia's Military Survey No 3696, Beginning at a stake in the east line of the Mills John Gravel Road, and at the north west angle of Park Avenue; Thence with the north line of said Park Avenue; south 80° east 196 feet to a stake; Thence south 10° west 120 feet to a stake; Thence north 80° west 196 feet to a stake in the east line of the said Mills John Gravel Road; Thence with the east line of said gravel road north 10° east 120 feet to the beginning, containing seventy-one (71) poles. That said case will be for hearing on and after six weeks from the date of the first publication of this notice and unless they answer by that time, default will be taken herein against them.

Dated, Mansfield, March 28th, 1894.

Alice Lahm.

By George W. Keller and Jay L. Athey, Attorneys for Plaintiff.

State of Ohio.

In the Probate Court.

Union County S. S.

January Term 1894.

In re estate of John

Journal Entry.

R. Moroy, deceased.

Certificate.

On the 4th day of May 1894 came James S. Meaker, administrator of this estate and files his statement in writing of the assets.

Journal Entry.

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indebtedness and expenses that will be necessary for the settlement of said estate, and the same came on to be heard upon the exhibits and testimony. Whereupon the Court being fully advised in the premises does find that according to said statement, and the schedule of debts attached to the petition filed by him for the sale of lands in this Court, which has been stayed as hereinafter stated, the debts and expenses of the estate will amount to the sum of \$900. and that there is not sufficient in his hands of personal assets to pay the indebtedness of said estate and expenses of administration the Court further find that on the filing of the petition of the administrator for the sale of real estate in this Court, one of the heirs interested in said estate, gave bond to stay proceedings according to the statute in such cases made and provided to prevent an order of the sale of said premises, and that said proceedings are thus stayed upon said bond, and that said bond is in full force and effect in this Court. It is therefore hereby ordered and certified that there are not sufficient assets in the hands of the administrator, unless the liability upon said bond may be considered as such to pay the debts and the expenses of administering said estate without recourse to the real estate belonging to said estate, to the extent of \$900. and this certificate and order is made under section 4173 of the Revised Statutes of the State of Ohio.

State of Ohio.

S.S.

Cuyahoga County.

I, Henry G. White, Probate Judge, and ex-officio Clerk of the Probate Court, within and for said County, and in whose custody the files, journals and records of said Court are required by the laws of the State of Ohio to be kept, hereby certify that the foregoing is taken and copied from the Journal of the proceedings of the Probate Court within and for said Cuyahoga County, and that said foregoing copy has been compared by me with the original entry on said Journal, and that the same is a correct transcript thereof. In testimony thereof, I do hereunto subscribe my name officially, and affix the seal of said Court, at the Court House in the City of Cleveland, in said County, this 7th day of May A. D. 1894

Henry G. White Probate Judge.
By H. A. Schnau. Deputy Clerk.

Court of Common Pleas, Union County Ohio.

Alice Lahn, Plaintiff.

No 6693.

Order Partition.

Mary Porter et al. Defts.

This cause came on to be heard upon the petition. The answer and cross petition of one of the defendants, and the pleadings and record in the cause, on consideration whereof and it appearing to the satisfaction of the Court and that all and

Entry
Order
Partition,
No 6693.

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every of said defendants have been duly notified of the bringing, pending and demand of said action against them as required by law. And that said plaintiff hath a legal right and estate in the premises described in the petition and as therein set forth and no sufficient reason appearing why partition should not be made as prayed for in said petition, it is ordered by the Court on motion of J. H. Drinkwater, one of the Attorneys for said plaintiff, that by the oaths of L. B. Harvey, Joseph Roff, and William King, Judicious, disinterested free holders of the vicinity, upon actual view of the premises, partition be made of said lands in the following proportions to wit to the said Alice Lahm, the plaintiff one equal fifth part thereof and to the said Mary Porter, W. R. Mowry, A. J. Mowry, Grace Silberman defendants each one equal fifth part thereof if the same can be done without manifest injury to the value thereof, and if not that said premises be appraised at the true value thereof in money, and it is further ordered that a writ and order of partition issue to the Sheriff of Union County, commanding him to cause said partition to be made accordingly.

Leave was granted all the Defendants to plead in 20 days.

J. H. Drinkwater
Attorney for Plaintiff
Ayers

Writ of Partition.

The State of Ohio.

To the Sheriff of said County.

Union County.

Pursuant to an order of our said Court of Common Pleas within and for the said County, at the September term, A. D. 1894, in a civil action therein pending (for partition) wherein Alice Lahm the plaintiff and Mary Porter et al. the defendant you are hereby commanded, that by the oaths of L. B. Harvey, Joseph Roff, and William King, three judicious and disinterested free holders of the vicinity who are not of kin to either of said parties, and who were appointed by the Court as Commissioners for such purpose, you cause partition to be made of the following described real estate, situate in the County of Union and in the State of Ohio: Village of Magnolia Springs, part of T. W. S. 3696. Beginning at a stake in the East Line of The Mills John Grant Road, and at the north west angle of Park Avenue, thence with the north line of said Park Avenue S. 80° E 196 feet to a stake thence S. 10° W 120 feet to a stake, thence N 80° W 196 feet to a stake in the east line of the said Mills John Grant Road thence with the east line of said Grant Road N. 10° E 120 feet to the beginning containing seventy one (71) poles.

- Among the persons named herein, and in the following proportions, to wit:
- To Alice Lahm one equal fifth part.
 - To Mary Porter " " " part.
 - To W. R. Mowry " " " part.
 - To J. A. Mowry " " " part.
 - To Grace Silberman " " " 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 as 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 Waverille this 13th day of September A. D. 1894.

J. W. Swannell Clerk.

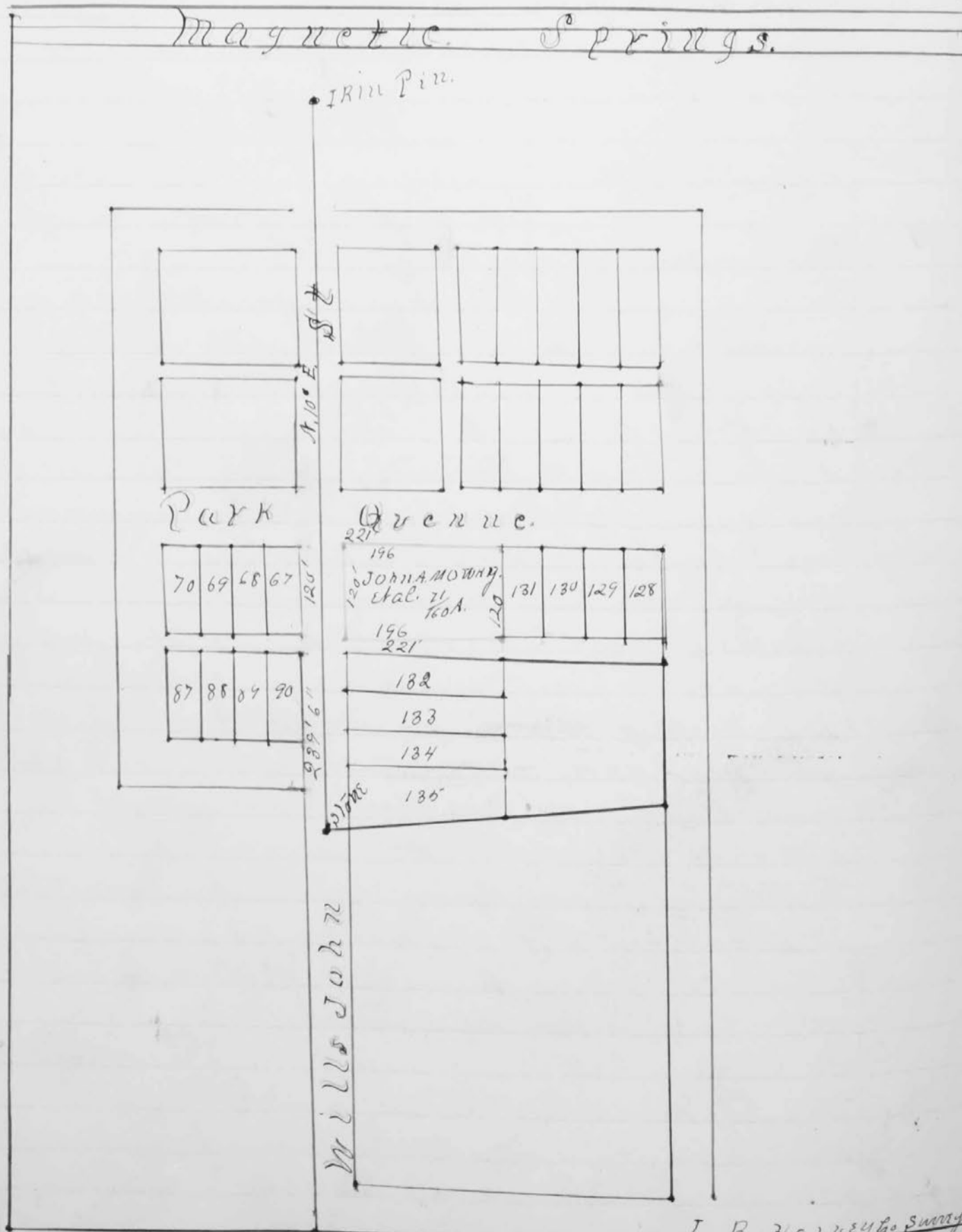
Sheriff's Fees	
	\$ C.
Service	25
Mileage	1 92
Executing Writ	1 00
Swearing Com.	25
Report Com.	35
Total	\$ 3 92

Sheriff's Return.

As commanded by the foregoing Writ of Partition, I have executed the same by the acts of L. B. Harvey Joseph Rolph, Wm King, causing said partition to be made, as will appear by the report of the Commissioners herewith returned. Given under my hand this 26th day of September A. D. 1894.

Wm L. Snodgrass, Sheriff.

Commissioner's Fees	
	\$ C.
Joseph Rolph	1 00
Wm King	1 00
L. B. Harvey	3 50
Total	\$ 5 50



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The State of Ohio, Union County, S.S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in "The Mansfield Tribune" a news paper of general circulation in the County of Union, the first publication beginning with September 26th 1894

Sworn to and subscribed before me, this _____ day of _____ 1894

W. Q. Shearer.

Notary Public.

Printers Fees, \$14⁰⁰/₁₀₀

Sheriff's Sale.

Keller and Athey and J. H. Shinkade, Attorneys.

Alice Lahn

vs.

In Partition.

Mary Porter et al.

In the Union County Common Pleas Court.

By virtue of the above mentioned writ from said Court, and as me directed, I will offer at public sale at the door of the Court House in Mansfield, Union County, Ohio, on Saturday, October 27th 1894, at or about the hour of one o'clock P.M. of said day the following premises situated in the County of Union, State of Ohio, and in the Township of Leosburg bounded and circumscribed as follows, viz. situated in the Village of Magnetic Springs part of Virginia Military Survey 3696 beginning at a stake in the east line of the Mills John Gravel road and at the north west angle of Park Avenue. Thence with the north line of said Park Avenue south 80° east 196 feet to a stake. Thence south 10° West 120 feet to a stake. Thence north 80° West 196 feet to a stake in the east line of the said Mills John Gravel road. Thence with the east line of said gravel road north 10° east 120 feet to the beginning, containing seventy-one (71) poles. Appraised at \$1,800 Terms of sale - one third cash; one third in one year and one third in two years with interest from day of sale, secured by notes and mortgages on premises.

Wm. G. Snodgrass.

September 26th 1894.

Sheriff Union County, Ohio.

Order of sale in Partition.

Order of sale in Partition.

The State of Ohio.

To the Sheriff of said County: kneeling.

Union County S.S.

In pursuance of the order of our Court of Common Pleas within and for the County of Union at the September Term, A. D. 1894 in a certain Petition for Partition, now pending in said Court, wherein Alice Lahn plaintiff Mary Porter et al defendants we command you that, without delay, you proceed to sell at public auction the lands and tenements in said petition described, to wit: Situated in the County of Union and the State of Ohio Village of Magnetic Springs part of V. M. S. 3696. Beginning at a stake in the east line of the Mills John Gravel Road and at the north west angle of Park Avenue. Thence with the north line of said Park Avenue S 80° E 196 feet to a stake thence S 10° W 120 feet to a stake Thence N 80° E W 196 feet to a stake in the east line of the said Mills John Gravel Road

5 fence with the east line of said Grass & Road N. 10° E 120 feet to the beginning containing Seventy one (71) poles.

Appraised at \$1800⁰⁰ subject to the Dower Estate of 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 Mansville this 24th day of Sept A. D. 1894.

J. H. Gosnell Clerk
By J. A. Gosnell Deputy Clerk.

Sheriff's Return.

The State of Ohio.

S. S.

Union County,

I received this order of sale on the 24th day of September 1894 and in obedience to the command of the same I did on the 26th day of September 1894, cause to be advertised in the Mansville 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 27th day of October 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: five consecutive weeks, and in pursuance to said notice, I did, on said 27th day of October A. D. 1894, at the time and place above mentioned, proceed to offer said lands and tenements at public sale; and then and there came Grace L. Silberman who bid for the same the sum of Two hundred \$1200⁰⁰ dollars, and said sum being two thirds of the appraised value thereof, and said Grace L. Silberman, being the highest and best bidder therefor, and then and there publicly sold and struck off said lands and tenements to her for the said sum of Two hundred (\$1200⁰⁰) dollars.

Wm. G. Snowgrass, Sheriff.

Sheriff's Fee.	\$.	0.
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Return		25
Total.		
Deed.	2	00
Total.	\$	12.67

Alice, Lahm, Plaintiff.

vs.

Mary Porter et al. Deft.

Motion to Confirm sale.

The Plaintiff by her Attorney J. H. Sinkade moves the Court to confirm the sale of the real estate herein made in Partition by the Sheriff on the _____ day of _____ 1894 and for an order to the Sheriff to execute a deed to the purchaser.

Silberman,

The following entry was filed Dec 4th, 1894.
No 6693.

Court of Common Pleas, Union County Ohio.

This cause came on for hearing upon the return of the Sheriff

Entry No 6693.

Alice, Lahm, Plaintiff.

vs.

Mary Porter et al. Deft.

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And the report of the Commissioners heretofore appointed herein and it appearing from said report that said estate could not be divided by miles and bounds without injury to the value thereof and the said Commissioners have made and returned their appraisement of said estate at \$1800. The Court find said return and proceedings in all respects correct and in conformity to law and do therefore approve and confirm the same. And neither of said parties having objected to take said estate at its appraised value and on motion of the plaintiff an order for the sale of said estate at Public Auction having been issued to the Sheriff of Union County, Ohio, on motion of the plaintiff and upon producing the return of the Sheriff of his proceedings and sale under said order and the Court being satisfied on examination that the same have been in all respects according to law. The said proceedings and sale are hereby approved and confirmed. And the said Sheriff is ordered by due duty executed to convey said premises to the purchaser. It is further ordered that the Sheriff out of the proceeds of sale pay first to the Treasurer of Union County Ohio \$¹⁰⁰ being taxes and penalty due on said premises. Secondly, To the Clerk of this Court the costs of this action, including a counsel fee of \$46⁰⁰ to J. H. Sinkade and C. H. Meaker for their services herein ^{and} Taxed at \$¹⁰⁰ Thirdly: To the Clerk of said Court the cost in the case of Emma A. Mowry vs John N. Mowry amounting to about \$129⁰⁰ Fourthly: To James H. Meaker, Administrator of John N. Mowry, for his estate the sum of \$430⁰⁰ That the said note be made payable to the Sheriff of said County and held by him in trust for the persons interested and included in this order and the heirs of said J. N. Mowry and applied to the note herein as the said note became due, until the said order is satisfied and then equally divide the remainder when paid among the heirs of said John N. Mowry.

J. H. Sinkade,
D. W. Ayers, Atty for Grace Silberman

Entry
 Alice Lahn }
 Mary Porter et al } Court of Common Pleas, Union County, Ohio.

This cause coming on for hearing upon final distribution of the proceeds of the sale of the premises. It is ordered by the Court that the Sheriff out of the proceeds of the sale pay as heretofore ordered, 1st the taxes, 2^d costs of this action including Attorney fee to Sinkade \$46⁰⁰, 3^d To Clerk costs in case of Emma A. Mowry vs John N. Mowry to about \$129⁰⁰, 4th To James H. Meaker Admin of said Estate of J. N. Mowry Deced for his said estate \$430⁰⁰ all as heretofore ordered. It is further ordered that the remainder of the said proceeds be then equally distributed when paid among the heirs of said John N. Mowry as follows:

- To Alice Lahn 1/5
- " Mary Porter 1/5
- " J. N. Mowry 1/5
- " J. A. Mowry 1/5
- " Grace Silberman 1/5

Wm J. N. Gould Clerk

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Please continuance 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 Term on the 10th day of September in the year of our Lord one Thousand eight hundred and ninety four.

Be it remembered that this is a writ on the 8th day of June A.D. 1894. Alexander Johnson et al filed in the Clerk's office of the said Court of Common Pleas the following petition against Thomas Banke et al. To wit:

State of Ohio Union County Court of Common Pleas.

Petitioner Alexander Johnson et al
vs
J. L. Fish Plaintiff

Petition to grant title and for equitable relief.

Thomas Banke The unknown heirs devisees and legatees of Thomas Banke Elizabeth Banke; William Portin; The unknown heirs devisees and legatees of William Portin; Lucinda Portin; The unknown heirs devisees and legatees of Lucinda Portin; George Lewis and Sarah Linn Defendants for a course of action against the said defendants the plaintiffs say that they are seized in fee simple and are in the actual possession of the following described real estate in which the said defendants claim an estate and interest adverse to the plaintiffs to wit: Part of V M Survey No 11346 situated in York Township Union County Ohio described as follows Beginning at an elm Buck and Ash south east corner to lands conveyed by Allen Latham to Daniel Gurnell thence N 5 1/2 E 15 1/2 poles to a stake & stone corner to lands formerly owned by Foster & Edwards thence with the south line of said lands N 82° W 29 1/2 poles to a stake thence S 5 1/2 W 7 1/2 poles to a stake; thence S 82 E 29 1/2 poles to the beginning; containing 13 acres more or less. The Plaintiff Alexander Johnson says that he derived his title to 8 acres more or less of said above described lands by warranty deed dated February 3rd 1890 from his father Jacob Johnson which deed is recorded in Vol 63 page 433 of deed records of Union County Ohio said 8 acres of land is described as follows situated in Union County Ohio and part of V. M. Survey No 11346: Beginning at an elm Buck and Ash North East corner to lands conveyed by Allen Latham to Daniel Gurnell June 22nd 1853; thence with the East line of the same N 5 1/2 E about 45 poles to the North line of Alexander Johnsons land; thence with said line N 82° W 29 1/2 poles to a stake at the North west corner to said land; thence S 5 1/2 W about 45 poles to a stake; thence S 82 E 29 1/2 poles to the beginning. containing 8 acres more or less. The Plaintiff J. L. Fish herein says and avers that he derived his title to five (5) acres of the land first above described from the said Jacob Johnson by warranty deed dated on the _____ day of _____ 189 _____ which deed is duly recorded in Vol _____ page _____ of the deed

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records of Union County Ohio. and that said 5 acres of land is situate in Union County Ohio and part of Va M. Survey No 11346 Beginning at a stake and stone Southeast corner to lands formerly owned by Foster Belmont; Thence N 82° 75' 29.58 poles to a stake; Thence S 52° W 26 poles to a stake at the North west corner of Alexander Johnsons land; Thence S 82° E 29.58 poles to a stake; Thence N 52° E about 26 poles to the beginning, containing 5 acres more or less. Plaintiffs say and aver that on the 11th day of October, 1859 one Thomas Barber acquired title to the first described tract of land (13 acres) by warranty deed from one Daniel Hunt - who was the legal owner of said land in fee simple and had full right to convey the same in the form and manner aforesaid - which deed is recorded in Vol 23 Page 242 of the deed records of Union County Ohio They further aver that on the 1st day of April 1868 the said Thomas Barber conveyed the said 13 acres of land first above described by a good and sufficient deed of general warranty to one William Porter who afterwards on the 23rd day of October, 1868 conveyed the same to one George W. Lewis by a good and sufficient deed of general warranty They further aver that the deeds of conveyance from Thomas Barber and Elizabeth his wife to William Porter and the deed from the said William Porter and Lucinda Porter his wife to the said George W. Lewis are not of record in this (Union) County Ohio, and that there is for that reason a cloud upon the title of said land which ought to be removed; that the said deeds from Thomas Barber and wife and William Porter and wife are lost and cannot be found. Plaintiffs further say and aver that on the 2nd day of April 1870 the said George W. Lewis conveyed the said 13 acre tract first above described to their immediate grantor Jacob Johnson and that his deed is recorded in Vol. 37, Page 110 of the deed records of Union County Ohio. Plaintiff further aver that on the 1st day of April 1868 William Porter and Lucinda Porter his wife executed a mortgage to the said Thomas Barber for \$300 a part of the purchase money for said land which mortgage has long since been fully paid but no cancellation has been made of record for which reason there is a cloud cast upon plaintiffs title which should be removed. And plaintiffs say and aver that they are the owners - of the said 13 acre tract of land herein first described in the parts and proportions as herein before set forth - in fee simple and that they are affected by each and all of said conveyances herein referred to; that defendants are claiming by reason of the errors in said conveyances and the other matters herein set out that they have some interest in said lands; that by reason of such defects plaintiffs entire title is clouded and they have made defendants hereto the heirs and the unknown heirs of such persons as may be had, and they further say that they and their grantors successively have held and enjoyed the open exclusive, adverse possession of said lands as herein first described for more than twenty one (21) years last past; that during all said time said land

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has been fenced and occupied; that they and their said grantors have paid the taxes on said lands and used and enjoyed the same to the full extent of the present boundaries herein first given and plaintiffs now charge and aver that the defendants nor any or either have any interest in, title to, or lien upon said lands herein first described or any part thereof; that their title thereto should be quieted against each and all of said defendants. Plaintiffs therefore pray that their title may be quieted against each and all of the said defendants and that they and each of them be enjoined and restrained from setting up any claim whatever to said lands adverse to the title of these plaintiffs and that the defendants and each of them be ordered to convey to the said plaintiffs a good and sufficient deed of conveyance for his separate part thereof as herein before described and in case of the default neglect or refusal of any or all of them to so convey that the deeds herein be and operate as such conveyances, and for such further relief as they are in equity entitled.

J. P. Kirkland, Attorney for Plaintiffs.

State of Ohio Union County, S. S.

Alexander Johnson and J. L. Fish being first duly sworn, say that the facts stated and allegations made in the foregoing petition are true as they verily believe, and that they are the plaintiffs named in the above entitled action.

Alexander Johnson, J. L. Fish.

Subscribed and sworn to before me this 17th day of May, 1894,
Notary for 40 C.

J. S. Millar, Notary Public.

Alexander Johnson and
J. L. Fish, Plaintiffs.

Vs.

Thomas Barbee, the unknown heirs devisees & legatees of
Thomas Barbee, Elizabeth Barbee, William Porter, the
unknown heirs, devisees and legatees of William Porter,
Lucinda Porter, George Lewis, and Sarah Lewis, Defendants.

Court of
Common Pleas
Union County
Ohio.
Affidavit for
service by
Publication.

State of Ohio, Union County, S. S.

The said Plaintiff Alexander Johnson and J. L. Fish, in the above case being first duly sworn depose and say that on the _____ day of May 1894 they filed in the Court of Common Pleas of Union County Ohio, a petition against Thomas Barbee, the unknown heirs devisees & legatees of Thomas Barbee, Elizabeth Barbee, William Porter, the unknown heirs, devisees and legatees of William Porter, Lucinda Porter, the unknown heirs, devisees and legatees of Lucinda Porter

Affidavit for
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Proof of
Publication
No 6745.

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George Lewis and Sarah Lewis, the above named defendants, proving that the said defendants be compelled to show their titles and claims to the following described real estate to wit: Part of V. M. Survey No 11346, situate in York Township, Union County, Ohio, Beginning at an elm, Buck and oak, South-east corner to lands conveyed by Allen Latham to Daniel Grull thence N. 52° E 10's poles to a stake and stone corner to lands formerly owned by Josiah Colnards, thence with the south line of said lands N. 82° W 29 ⁵⁸/₁₀₀ poles to a stake; thence S 52° W 70's poles to a stake; thence S. 82. E 29 ⁵⁸/₁₀₀ poles to the beginning - containing 18 acres more or less, to which premises the plaintiffs have the legal title and peaceable possession and that the titles and claims of the said defendants be declared null and void as against the said title of the plaintiffs the said plaintiffs further say that the residence of Thomas Barber, the unknown heirs, devisees and legatees of Thomas Barber, Elizabeth Barber, William Porter, the unknown heirs, devisees and legatees of William Porter, Lucinda Porter, the unknown heirs, devisees and legatees of Lucinda Porter, George Lewis and Sarah Lewis, defendants, are to them unknown, and that service of summons can not be made upon the said named defendants, and the said plaintiffs wish to obtain service on the said named defendants by publication, and further say not.

Alexander Johnson, J. L. Fish.

Sworn and subscribed by the said Alexander Johnson and J. L. Fish, before me the undersigned this 17th day of May 1894.

Notary fee 40c

J. F. Millar, Notary Public.

Proof of Publication
No 6740.

The State of Ohio.

Proof of Publication.

Union County.

S. S.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for six consecutive weeks in the Union County Journal, a newspaper of general circulation in the County of Union, said publication beginning with July 26th 1894.

A. J. Thare.

Sworn to and subscribed before me this 22nd day of September 1894.

Printers fee \$19.00

J. W. Gosnell.

Legal Notice.

J. H. Sinkacw, Attorney
Court of Common Pleas of Union County, Ohio.

Legal Notice

Alexander Johnson et al Plaintiffs

No 6745.

vs.
Thomas Barber et al Defendants.

Thomas Barber, the unknown heirs, devisees, and legatees of Thomas Barber & Elizabeth Barber, William Porter, the unknown heirs, devisees, and legatees of William Porter; Lucinda Porter, the unknown heirs, devisees and legatees of Lucinda Porter; George Lewis and Sarah Lewis, the defendants in the above entitled cause, will take notice; that, on the 8th day of June, A. D. 1894, Alexander Johnson and J. L. Fisk, the plaintiffs, in the above entitled cause in said Court, duly commenced a civil action against them alleging that the said plaintiffs have the legal title to and are in peaceable possession of the following real estate, to wit: part of Virginia Military Survey No. 1134, situated in York Township, Union County, Ohio, beginning at an elm, beech and ash, south east corner to lands conveyed by Allen Latham to David Grunell; thence north 5 1/2° east, 70 1/2 poles to a stake and stone corner to lands formerly owned by Foster Edwards; thence with the south line of said lands north 82° West, 29 3/4 poles to a stake; thence south 5 1/2° West, 70 1/2 poles to a stake; thence south 82° east, 29 3/4 poles to the beginning, containing 13 acres more or less, and the said plaintiffs in said cause pray to have their title and possession to said premises quieted against any claims of the said defendants or any of them. The said defendants and each of them are required to answer the petition in said action on the 15th day of September A. D. 1894.

Alexander Johnson & J. L. Fisk, Plaintiffs.
 Mansfield, Ohio, July 20th 1894.

Afterward on the 4th day of December A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Entry
 No. 6745.

Alexander Johnson et al. Plaintiffs
 vs.
 Thomas Barber, et al. Defendants.

No. 6745. Entry.
 Court of Common Pleas,
 Union County Ohio.

This cause came on this day for hearing, the defendants being in default for answer and demurrer, and was submitted to the Court without the intervention of a jury, upon the pleadings and the evidence and on consideration thereof the Court find that the defendants have been duly served here in by publication as provided by statute and the Court further find that at the time of bringing this action the said plaintiffs Alexander Johnson and J. L. Fisk were in possession of the real property described in the petition and that they had the legal estate in and was entitled to the possession of the same, that neither the defendants nor any one of them have any estate in or are entitled to the possession of said real estate or any part thereof, and that the plaintiffs ought to have their respective titles and possessions quieted as against each and every one of said defendants, as prayed for in their petition. The Court do further find that the mortgage deed executed by William Porter and Lucinda Porter his wife on

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April 1st 1868. To Thomas Burke for \$300⁰⁰ Recorded in Vol 6 Page 285
 record of mortgage Recorder office Union County Ohio. has been long
 since fully paid and that the same should be duly cancelled of
 record as prayed for in said petition. It is therefore ordered
 adjudged and decreed that the said mortgage be cancelled on said
 record of mortgages by the Clerk of this Court. It is further ordered,
 adjudged and decreed by the Court that the title and possession
 of the said Alexander Johnson and J. L. Fish, to all and singular
 the premises in the petition described to wit: part of V. M.
 Survey No 11346 situate in York Township, Union County Ohio.
 Beginning at an elm, buck and ash, south east corner to lands
 conveyed by Allen Latham to Daniel Gurnell thence N. 82° E. 70 1/2 poles to
 a stake and stone corner to lands formerly owned by Foster Edwarch, thence
 with the south line of said lands N. 82° W 29 1/2 poles to a stake thence
 S 5 1/2° W 70 1/2 poles to a stake thence S 82° E 29 1/2 poles to the beginning
 containing 13 acres more or less. Be and the same are granted 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
 Alexander Johnson and J. L. Fish their heirs or assigns thereto.
 It is further ordered, adjudged and decreed that the title and
 possession of said Alexander Johnson to all and singular the
 premises in the petition described and found by the Court, as in him
 to wit: situate in Union County, Ohio, and part of V. M. Survey
 No 11346: Beginning at an elm, buck and ash North east corner to
 lands conveyed by Allen Latham to Daniel Gurnell June 22nd 1853.
 thence with the east line of the same N. 82° E about 45 poles to the
 North line of Alexander Johnsons land: thence with said line
 N. 82° W 29.58 poles to a stake at the North west corner to said
 land: thence S. 5 1/2° W about 45 poles to a stake thence S 82° E 29.58
 poles to the beginning, containing 8 acres more or less. Be and
 the same are granted 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 Alexander Johnson his heirs or assigns
 thereto. It is further ordered, adjudged and decreed, that the title and
 possession of the said J. L. Fish to all and singular the premises
 in the petition described and found by the Court in as in him
 to wit: situate in Union County Ohio, and part of V. M. Survey No 11346
 Beginning at a stake and stone south east corner to lands formerly
 owned by Foster Edwarch: thence N. 82° W 29.58 poles to a stake: thence
 S 5 1/2° W 26 poles to a stake at the North west corner of Alexander Johnsons
 land: thence S 82° E 29.58 poles to a stake thence N. 82° E about
 26 poles to the beginning. Containing 5 acres more or less. Be and
 the same are granted as against the defendants and each and
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possession of said J. L. Fiske, his heirs or assigns thereof. And the Court do further order that the said Plaintiff Alexander Johnson and J. L. Fiske pay the costs of this suit within 30 days and in default thereof that execution issue accordingly.

J. H. Sinker, Attorney for Plaintiff

December 3rd 1894.

Attest J. N. Gornall Clerk

Petition No 6611.

Robert B. Kilbury, Plaintiff
vs.
Genie Watson, Brown Watson
and Howard A. Killen Assignees of
Robert B. Kilbury, Defendants.

Court of Common Pleas,
Union County Ohio.
Petition.

The plaintiff says: That in the month of September 1891 he formed a copartnership with the defendant Genie Watson for the purpose of carrying on the business of manufacturing Tile and running a saw mill at Unionville Genie Union County Ohio. The Capital of the firm consists of a Tile mill and saw mill on two acres of land and the two acres of land on which said mill is located, an Engine and a large amount of burnt and unburnt Tile of various sizes, cart and general utensils necessary to carry on said business also one saw mill with saws trucks chains and other fixtures necessary to carry on the business of running a Saw mill the plaintiff and the defendant Genie Watson are equal partners and joint owners of said real and personal property as such partners. That by the terms of said partnership this plaintiff and the defendant Genie Watson was to share the profits of said tile mill and saw mill equally and each to pay one half of the expenses necessary to carry on said mills. That the defendant Brown Watson is the husband of Genie Watson, and acted in his association with the carrying on of said business as the Agent of the said Genie Watson and by the further terms of said Copartnership the said Brown Watson was to work in said business along with the plaintiff, and in consideration of the plaintiff having furnished more Capital than his co-partners to wit about \$1500 it was then arranged and agreed between said Brown Watson and the plaintiff that if the said Brown Watson worked more than the plaintiff that no charge was to be made therefor. That the said Brown Watson kept the books of said concern and no settlement has ever been made of the affairs of said partnership that on or about the 23rd day of September 1893, he in the

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Probate Court of Madison County Ohio, made an Assignment for the benefit of his creditors and that the defendant Howard H. Miller is his Assignee - and that his interest in the said partnership property was so assigned by his said Deed of Assignment. That there are a large amount of partnership debts due said co-partnership and a large amount owing by said firm. That it will be necessary to continue said business of carrying on said mill in completing unfinished work and stock on hand such as burning unburnt tile sawing up unsawed lumber at said saw mill to collect debts due said firm and pay off the creditors of said firm - that the Judge of the Court of Common Pleas of said County is now absent from said State. Wherefore plaintiff prays that the Court will dissolve said partnership and appoint a receiver for said mill and all property in connection with same with power to continue the business until the further order of the Court and that the defendants Genie Watson and Brown Watson be required to account to him for all money received by either of them in said partnership affairs and that said receiver may have power to sell all said partnership property both Real and Personal and apply the same to the partnership indebtedness accounting to Genie Watson for any surplus and to said assignee of the plaintiff and for all such other relief as is proper and just.

D. W. Ayers, Attorney for Plaintiff.

State of Ohio, Union County S. C.

R. B. Kilbury being duly sworn says the facts stated and allegations in his foregoing petition are as he believes true.

R. B. Kilbury.

Sworn to before me and signed in my presence this 9th day of October 1893.

R. W. Gray.

Clerk I issue Summons on the petition in the above case to Sheriff of Union County Ohio, for Genie Watson and Brown Watson, returnable according to law - Enclose "Action for Receiver".

D. W. Ayers, Attorney for Plaintiff.

I hereby waive the issuing of process and service by summons and enter my appearance in the above entitled case this 9th day of October 1893.

Howard H. Miller.

Gyus. Zimmerman

vs.

Robert Kilbury et al.

Clerk issue order of sale in the above case to Gyus Zimmerman Receiver for him to sell the Real Estate described in the petition and enter herein as upon execution.

D. W. Ayers, Attorney for Plaintiff.

Summons.

Summons, The State of Ohio.

To the Sheriff of Union County.

Union County.

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Robert B. Kilbury in the Court of Common Pleas of Union County and must answer by the 11th day of November 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 23rd day of October A. D. 1893. Witness my hand and the seal of said Court, this 7th day of October A. D. 1893.

R. M. Gray Clerk.

The State of Ohio

Sheriff's Return.

Union County.

Sheriff's Fee	\$	0	Received this writ October 10 th A. D. 1893 at 4 o'clock
Service & Return	65		P. M. and served same by delivering a true copy of
Mileage	1	44	this writ with the inclosures thereon together with
Copy		80	the notice to the within named Genie Watson and
			Brown Watson personally on the 11 th day of October 1893.
Total	\$	89	

Wm. G. Snodgrass, Sheriff.

Notice.

Robert B. Kilbury

vs.

Court of Common Pleas

Union County Ohio.

Genie Watson Brown Watson
Howard F. Kitten assignee
of Robert B. Kilbury; Defendant.

Notice.

To Genie Watson:

You are hereby notified that the plaintiff has filed a petition for the appointment of a receiver in this case and that the same will be heard by the Hon. Leonidas Piper Probate Judge of Union County Ohio, at his office in the Court House on the 12th day of October 1893 at 9 o'clock A. M. of said day, and the same will be heard by oral testimony.

D. W. Ayres, Attorney for Plaintiff.

Motion for Receiver.

Robert B. Kilbury Plaintiff

vs.

Court of Common Pleas

Union County, Ohio.

Genie Watson, Brown Watson
And Howard F. Kitten Assignee
of Robert B. Kilbury.

Motion.

Plaintiff moves that a receiver be appointed in this action on the ground that the interest of Robert B. Kilbury has been assigned by deed of assignment to Howard F. Kitten.

& that a receiver is necessary to pay off and settle the partnership affairs of plaintiff and Genie Watson.

D. W. Ayres Attorney for Plaintiff.

The following entry was filed November 24th 1893.

Entry.

Robert B. Kilbury Plaintiff

vs.

Court of Common Pleas

Union County Ohio.

Genie Watson Brown Watson and Howard F. Kitten assignee of Robert B. Kilbury Def't.

Entry

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And now this cause came on to be heard upon the motion of the plaintiff for the appointment of a Receiver herein: And thereupon the Court find that the appointment of a Receiver is necessary to protect the property of the parties pending this suit. It is therefore ordered that Cyrus Gimmurman be and is hereby appointed Receiver of all the debts, property, equitable interests and things in action, belonging to said firm and to take charge of the real and personal property pertaining to said tile and saw mills at Unionville Center of said County and that upon being qualified proceed to collect the debts due said firm and after finishing any and all unfinished tile and other productions of said mills necessary to place the same in a marketable condition and he is authorized to run and use said saw mill as such receiver to sell the same and apply the proceeds thereof to the payment of the indebtedness of said firm and sell the Real Estate described in the plaintiff's petition and said Receiver is ordered to keep an account of his management thereof - and he is authorized to employ such helps as may be necessary in said work until the further order of this Court. And it is ordered that before entering upon his duties, such Receiver execute to the plaintiff an undertaking conditioned according to law in the sum of \$2,000.

D. W. Ayers Attorney for Plaintiff
J. L. Cameron Attorney for Defendant.

November 20th 1893 the foregoing entry approved, and ordered to be placed on the Journal.

John A. Price, Judge of Court of Common Pleas.

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 Mansfield Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with July 11th 1894. W. C. Shearer.

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

August 1894,

J. W. Goodell, Clerk.

Printers fees. 15⁰⁰

Receiver's Sale of Real Estate.

D. W. Ayers, Attorney.

The undersigned, Receiver of the firm of Britton & Watson mill offer at Public sale on the premises, in Unionville, Darby Township Union County, Ohio, on Saturday, August 11th 1894 at one o'clock P.M. The following real estate, bounded and described as follows: Beginning at a stake in the center of the gravel road and north-easterly corner of Survey No 7245. Thence with the north westerly line of said survey No. 7245, south 59¹/₂° west 17 ¹²/₁₀₀ poles to a stake; thence north 30¹/₂° west 3 ⁶⁸/₁₀₀ poles to a stake near a small walnut tree; thence north 17¹/₄° east 12 ⁶⁶/₁₀₀ poles to a stake; thence south 73 ¹/₂° east 12 ²⁴/₁₀₀ poles to a stake in the center of said gravel road; thence with the center of said gravel road south 24° west 2 ²⁴/₁₀₀ poles

To the beginning, containing 136 poles of land. The same land
 deeded to W. L. Dunfee by Andrew Brown and wife.
 Second Tract - Beginning at a stake in the center of the
 gravel road and north easterly corner of said survey No. 7245.
 Thence south 24° West 700 poles to a stake; thence north 73°
 West 744 poles to a stake in the north easterly line of said
 survey No. 7245; thence with said line north 59½° east 13 poles
 to the beginning, containing 32 poles of land. Same deeded to
 W. L. Dunfee by Andrew Brown and wife.
 Third Tract. Three certain town lots in Unionville Center,
 Union County, Ohio, as follows: No. 8, No. 82, No. 83 in the
 Dockum Addition to said village: This property is known
 as the Unionville tile works and saw mill.
 Terms - One-half cash and one-half in one year.

July 11th 1894.

Gyrus Zimmerman
Receiver.

Certified
Copy of
Journal
Entry.

The State of Ohio.

In the Court of Common Pleas.

Union County, ss.

Robert B. Kilbury, Plaintiff.
Against:

September

Terms, 1893.

Genie Watson, Brown Watson
Howard H. Hillen as Assignee of
Robert B. Kilbury; Defendant.

Journal, Vol 16 Page 471.

Certified Copy of Journal Entry.

Friday November 24th A.D. 1893.

And now this cause came on to be heard upon the motion of the
 plaintiff for the appointment of a Receiver herein. And there upon
 the Court find that the appointment of a Receiver is necessary
 to protect the property of the parties pending this suit.
 it is therefore ordered that Gyrus Zimmerman be and is
 hereby appointed Receiver of all the debts, property, equitable
 interests and things in action belonging to said firm
 and to take charge of the real and personal property
 pertaining to said tile and saw mills at Unionville Center
 of said County, and that upon being qualified proceed to
 collect the debts due said firm and after finishing any and
 all unfinished tile and other productions of said mills
 necessary to place the same in a marketable condition,
 to sell the same and apply the proceeds thereof to the payment
 of the indebtedness of said firm and sell the real estate
 described in the plaintiff's petition. And said Receiver is
 ordered to keep an account of his management thereof, and
 he is authorized to employ such helps as may be necessary
 in said work until the further order of this Court.
 And it is ordered that before entering upon his duties
 such Receiver execute an undertaking conditioned according to

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Law in the sum of \$2000.

D. W. Ayers, Attorney for Plaintiff.

J. L. Cameron, Attorney for Defendants.

November 20th 1893. The foregoing Entry Approved, and ordered to be placed on the Journal.

John A. Price, Judge of Court of Common Pleas.

The State of Ohio.

Union County S. S.

I, R. M. Gray, Clerk of the Court of Common Pleas, within and for said County, and in whose custody the files Journals and Records of said Court are required by the Laws of the State of Ohio to be kept, hereby certify that the foregoing is taken and copied from the Journal of the proceedings of the said Court within and for said County, and that said foregoing copy has been compared by me with the original entry on said Journal, and that the same is a correct transcript thereof. In Testimony Whereof, I have hereunto subscribed my name officially, and affixed the seal of said Court, at the Court House, in Mansville, in said County, this 2nd day of December, A. D. 1893.

R M Gray, Clerk.

State of Ohio.

Return.

Union County, S. S.

After advertising the property referred to within for four consecutive weeks for sale in the Mansville Tribune a paper of general circulation in said County, I offered the same at Public sale on the premises on the 15th day of September 1894, and the same was sold to Thomas Walker and paid for \$810⁰⁰ They being the highest and best bidders, and said sum being more than two thirds of the appraised value of said property.

Gyus Zimmerman.

Receiver, Kilbury & Watson.

Order of Appraisement and sale. Receiver etc. in Common Pleas Court.

The State of Ohio.

S. S.

Union County.

To Gyus Zimmerman Receiver. Whereas, at a term of the Court of Common Pleas, in and for said County, on the Second day of July A. D. 1894, in the cause of Gyus Zimmerman Receiver Plaintiff and Robert Kilbury et al Defendants, it was ordered, adjudged and decreed as follows, to wit: and now, it appearing to the Court that it is necessary to sell the lands described in the petition of the plaintiff herein, to satisfy the indebtedness therein in the said petition set forth, and alleged in the answer of the defendant, A. M. Robinson, on motion of the plaintiff it is ordered that the lands heretofore

placed in his custody as Receiver, hereafter appointed in this
 action, proceed as in case of Sale of Real Estate upon
 execution, to sell the Real Estate hereinafter described, and
 return his proceedings without unnecessary delay. Said
 Real Estate is Bounded and Described as follows to wit:
 Beginning at a Stake in the center of the gravel road and
 North easterly corner of Survey No 7245 - Thence with the North
 westerly line of said Survey No 7245: S. 59 1/2° W 17 1/10 poles to a
 stake; thence N 30 1/2° W 3 1/10 poles to a stake near a small
 walnut tree, thence N. 17 1/2° E. 12 5/10 poles to a stake; thence S 73 1/2°
 E 14 1/10 poles, to a stake in the center of said Gravel Road. Thence
 with the center of said Gravel Road, S 24° W 2 5/10 poles to the
 beginning containing 136 poles of land. The same land
 decreed to M. L. Dunfee, by Andrew Brown and wife.

3rd Tract =

Three certain Town Lots in Unionville Center
 Union County Ohio as follows, No. 81, No. 82, No. 83, in the
 Doekum Addition to said Village. This property is known
 as the Unionville Sile works and saw mill. Term's One half
 Cash and one half in one year.

2nd Tract

Beginning at a stake in the center of the Gravel Road
 and North easterly corner of said Survey No. 7245. Thence South
 24° W. 8 7/10 poles to a stake thence N 73° W 7 1/10 poles to a stake
 in the North easterly line of said Survey No. 7245. Thence with
 said line N. 59 1/2° E 13 poles to the beginning, containing
 32 poles of land - Same Decreed to M. L. Dunfee by
 Andrew Brown and wife.

We Therefore Command you, that you proceed to carry said order
 Judgment and decree into execution, 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
 7th day of July, A. D. 1894.

R. M. Gray Clerk.
 Return.

The State of Ohio.

Union County.

S. S.

On the 9th day of July, A. D. 1894, before me
 personally appeared, M. P. Metzger, Edson Perry and B. L. Robinson
 within named and made solemn oath that they would, upon
 actual views honestly and impartially appraise the real
 estate of Hilbury and Watson decreed, in pursuance of the
 foregoing order.

M. P. Metzger,
 Edson Perry,
 B. L. Robinson, | Appraisers.

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Sworn to and subscribed, before me, this 9th day of July A. D. 1894

William E. Cooperick, J. P.

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 twelve hundred dollars.

M. P. Metzler.

Edison Perry.

B. L. Robinson.

Report of Sale.

Received this order on the 2nd day of July 1894, and according to the command thereof, on the 15th day of September A. D. 1894, sold the real estate therein described (the same having been before that appraisal as required by law and the order of the Court,) at Public sale to Thomas Walker and John Walker, for the sum \$810⁰⁰ said sale being to the highest bidder, the said sum being not less than two thirds the appraised value of said real estate, and before said sale caused notice to be given by advertising the same for four weeks in the Mansville Tribune advertising the same for four weeks successively, in the Mansville Tribune a newspaper printed in said County where said lands are situated (a copy of which advertisement, with proof of publication thereof, is herewith returned, marked "A" and made part of this report) that I would, on the 15th day of September A. D. 1894, at 10 o'clock P. M. offer said lands for sale, at public sale, at Unionville Center on the premises the place in said order named, and I then and there so offered said lands and sold the same as aforesaid. Given under hand this 17th day of September A. D. 1894.

Gyrus Gimmaman,
Receiver of said lands.

Afterward on the 11th day of October A. D. 1894 an entry was made on the Journal by the Clerk of the Court.

Gyrus Gimmaman, Receiver.

Vs.

Robert B. Kilbury and others.

This day this cause came on to be heard upon the cross petition of A. M. Robinson and his motion for an order of distribution of the money in the hands of the Receiver and the Court being fully advised in the premises find that the statement of said cross petition are true and that there is due said Robinson from the defendants Genie Watson B. Watson and R. B. Kilbury by reason of the premises the sum of two thousand and twenty four dollars (\$2024-) and the Court further find that said sum of money is a quodam lien on the property described in Plaintiff's Petition and in said Robinson's cross Petition - and the Court being further advised that a sale

has been made of said Real Estate under orders of this Court by the Receiver aforesaid which sale was duly confirmed at the present term of this Court and that said Receiver has now in his possession a large sum of money from the sale of said Real Estate subject to the order of this Court and the Court being fully advised in the premises hereby ordered that said Receiver make a distribution of the money in his hands from the sale of said Real Estate and said Receiver is hereby ordered to make such distribution and pay said money first in settlement of the cost and necessary expenses in this case including compensation of said Receiver and the balance is hereby ordered to be paid to said Robinson on his said Claim and this case is continued.

Robinson and Woodburn
Attorney for A. M. Robinson.

D. W. Ayers, Attorney for Gimmurman.

Afterwards on the 30th day of September a.d. 1893; the following entry was filed in the Clerk's office to-wit:

Century.
6611

Robert B. Hilburn }
vs } Court of Common Pleas, Union County, Ohio.
Genie Watson et al }

This cause now coming on to be heard upon the Cross-Petition of Robert Ferguson, Ed Lewis, John Walker, A. H. Dunfee, Thomas Kunday and Thomas Walker upon the argument of Counsel and the evidence said above named parties are made defendants herein and the Court being duly advised in the premises find that the allegations in the said Cross petition are true, that said claims were for labor performed for the partnership of Hilburn & Watson within twelve months preceding the appointment of an assignee and Receiver; that said claims were duly filed with the receiver of said firm upon the dates alleged in said Cross-petition; that said claims are preferred, that there is due said claimants the amounts asked for by them in said Cross-Petition and that they have no security.

The Court therefore adjudges said claims to be preferred to all others against the fund now in the hands of said receiver, and orders said receiver, Cyrus Gimmurman one of the money now in his hands as such receiver to pay to said Robert Ferguson the sum of \$172.³² with interest from Nov. 1st 1893, to Ed Lewis the sum of \$48.⁵³ with interest from Oct. 24, 1893; to John Walker the sum of \$64.⁰⁰ with interest from Nov. 1st 1893; to A. H. Dunfee the sum of \$6.⁰⁰ with interest from Nov. 1st 1893; to Thomas Kunday the sum of \$48.⁰⁰ with interest from Nov. 1st 1893, and to Thomas Walker the sum of \$60.³² with interest from Nov. 1st 1893. Before paying any amount to any one else.

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Please continuance 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 Term on the 10th day of September in the year of Our Lord One Thousand eight hundred and ninety four.

Be it remembered that hereof to wit on the 28th day of December A. D. 1892 Edwin H. Perkins filed in the Clerk's office of the said Court of Common Pleas the following petition against Alfred Scott et al. to wit:

Petition. No 6488.

Edwin H. Perkins, Alice M. McKittrick, Charles L. Perkins, Lydia Perkins and Catherine R. Perkins. Plaintiffs.

Court of Common Pleas. Union County Ohio.

Against.

Alfred Scott, Newton Liggett, Administrator of the estate of Luther Liggett deceased, Henry H. Liggett Administrator of the estate of Absalom Liggett deceased, Almecia J. Degore, Thomas R. Perkins, Henry A. Perkins, Mary D. Fleming, Elizabeth & Fleming, Henry H. Liggett, William Liggett, Mary Liggett, Elizabeth Anderson, George Liggett, Clement L. Liggett Garrison Liggett and Susan V. Liggett. Defendants.

Petition.

The plaintiff says.

On the 30th day of August A. D. 1892, Newton Liggett, was by the Probate Court of Union County Ohio duly appointed and qualified as Administrator of the estate of Luther Liggett deceased and is now acting as such. On the 2nd day of May A. D. 1892, Henry H. Liggett was by the Probate Court of Union County Ohio duly appointed and qualified as Administrator of the estate of Absalom Liggett deceased and is now acting as such and plaintiff further says that on the 28th day of November A. D. 1888 letters of Administration on the estate of one Abner Liggett deceased, were duly issued to Luther Liggett since deceased by the Probate Court of Union County Ohio and said Luther Liggett thereupon duly executed an Administration bond, a copy of which is hereto attached marked exhibit A whereby the said Luther Liggett as principal and the defendants Absalom Liggett since deceased and Alfred Scott by his signature of Alf. Scott as his sureties became bound to the State of Ohio in the sum of nine thousand and six hundred dollars, subject among other to the following condition that he should pay any balance remaining in his hands upon the settlement of his accounts, to such persons as the Court or the law shall direct, and thereupon the said Luther Liggett entered upon the trusts of said Administration. Plaintiff says that on the 26th day of June 1892 said Administrators accounts were settled in said Probate Court of Union County Ohio, and the sum of fifteen hundred and thirty eight & 87/100 Dollars (\$1538.87) was found by the consideration

of said Court to be in his hands, which he was adjudged to distribute according to law. The said plaintiffs Edwin H. Perkins, Alice M. McKittrick, Charles L. Perkins, Lydia A. Perkins and Catherine R. Perkins, and the defendants Henry H. Liggett, Almeda J. Degood, Thomas R. Perkins, Henry A. Perkins, Mary D. Fleming, Elizabeth S. Fleming and William Liggett, Warrity Liggett, Elizabeth Anderson, George Liggett, Clement L. Liggett, Garrison Liggett and Susan V. Liggett are the duly heirs at law of the said Abner Liggett deceased. Plaintiffs say that Henry H. Liggett, William Liggett, Warrity Liggett & Elizabeth Anderson, George Liggett, Clement L. Liggett Garrison Liggett and Susan V. Liggett are the only children and heirs at law of Abalom Liggett deceased and plaintiffs say that on or about the 22nd day of February A. D. 1889, these plaintiffs and Abalom Liggett since died Almeda J. Degood, Thomas R. Perkins, Henry A. Perkins, Mary D. Fleming and Elizabeth S. Fleming as heirs of said Abner Liggett and then the only heirs of said Abner Liggett made an agreement in writing, a copy of which is hereto attached marked exhibit "B" where by said heirs of said Abner Liggett died, other than these plaintiffs received their full share of said estate in land and by the terms of which agreement the amount of money in the hands of said Luther Liggett as Administrator of Abner Liggett died, was to be paid to the plaintiffs to which arrangement and agreement the said Luther Liggett as such administrator consented, plaintiffs say said real estate so received by said heirs of Abner Liggett died (other than these plaintiffs) was their full and equal distribution share, and of greater value than the shares of these plaintiffs when the full amount found to be in the hands of said Luther Liggett by the Probate Court as aforesaid shall be collected and paid over to them. These plaintiffs say they are distributees of said Abner Liggett and as such and by reason of the premises as herein set forth are entitled to receive said sum of \$ 1538⁰⁰/₁₀₀ so as aforesaid found in the hands of said Luther Liggett as Administrator of Abner Liggett died, with interest from the 25th day of June A. D. 1892. Plaintiffs further say that on the 22nd day of July, A. D. 1892 they demanded the said sum of \$ 1538⁰⁰/₁₀₀ with interest from the 25th day of June A. D. 1892 from said Luther Liggett then in full life, since died and he did not pay the same and no part thereof and plaintiffs further say that on the 24th day of September A. D. 1892 they demanded the said sum of \$ 1538⁰⁰/₁₀₀ with interest from the 25th day of June A. D. 1892 from said defendant Alfred Scott and he did not pay the same nor any part thereof, and on the 24th day of September A. D. 1892, plaintiffs died then demand the said sum of Henry H. Liggett the Administrator as aforesaid of Abalom Liggett died and he did not pay the same or any part thereof and no part of the same has been paid and there is due these plaintiffs

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from said defendants Alfred Scott and Newton Liggitt Administrators of the estate of Luther Liggitt dec'd and Henry H. Liggitt Administrator of the estate of Absalom Liggitt dec'd and from each of them said sum of \$ 1538 ⁸⁹/₁₀₀ with interest from the 25th day of June A. D. 1892. Said estate of Luther Liggitt deceased is insolvent. Wherefore plaintiffs prays judgment against the defendants Alfred Scott & Newton Liggitt as Administrators of Luther Liggitt deceased and Henry H. Liggitt as Administrator of the estate of Absalom Liggitt deceased and each of them for said sum of \$ 1538 ⁸⁹/₁₀₀ with interest from the 25th day of June A. D. 1892.

Jones Lytle and Jones and
W. W. Merchant, Attorneys for Plaintiffs.

State of Ohio. |
Union County. | S.S.

Edwin H. Perkins being sworn says he is one of the plaintiffs in this action and that the facts and allegations set forth in the foregoing petition are true.

Edwin H. Perkins.

Sworn to before me and subscribed in my presence this 28th day of December A. D. 1892.

James M. Campbell, Notary Public.

Edwin H. Perkins Alice M. McKilick. } In the Court of Common Pleas.
Charles L. Perkins, Lydia Perkins. } of Union County Ohio.
Gatherine R. Perkins. Plaintiffs. }

vs.
Alfred Scott et al. Defendants. } Precipe.

Issue summons for the defendant, Alfred Scott, Newton Liggitt as Administrator of Luther Liggitt, deceased, Henry H. Liggitt Administrator of Absalom Liggitt, deceased, Henry H. Liggitt, Almada J. Degroot, Thomas P. Perkins, Henry A. Perkins, Mary D. Fleming, Elizabeth G. Fleming, William Liggitt, George Liggitt, and Clement L. Liggitt, to the Sheriff of Union County returnable according to law. And issue summons for the defendants Warrby Liggitt, Garrison Liggitt and Susan Liggitt, to the Sheriff of Delaware County Ohio, returnable according to law. Enclose said writ action on Administrators Bond Amount claimed \$1538 ⁸⁹/₁₀₀ with interest from the 25th day of June A. D. 1892.

Jones Lytle and Jones, and

W. W. Merchant Attorneys for Plaintiffs.

Administrators Bond.

Exhibit "A" know all men by these presents: That we Luther Liggitt, Absalom Liggitt and Alf Scott are held and firmly bound unto the State of Ohio, in the penal sum of nine thousand six hundred dollars to the payment of which we do here by jointly and severally bind ourselves, our heirs, executors and administrators, if default be made in the condition following: Whereas Letters of Administration upon the Estate of Abner Liggitt deceased, were granted to the said Luther Liggitt by the Probate Court of Union County, in the State of Ohio, on 28th day of November, A. D. 1888 now if said Luther Liggitt as Administrator of the Estate of said Abner Liggitt deceased, shall:

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

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

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

Fourth, shall pay any balance remaining in his hands upon the settlement of his accounts to such persons as the Court or the Law shall direct; and,

Fifth, shall deliver the Letters of Administration into Court, in case any will of the deceased shall be hereafter duly proved and allowed: Then this obligation to be void; otherwise to remain in full force and effect. Sealed with our seals and dated at Marietta Ohio, this 28th day of November A. D. 1888.

Executed in presence of,

Luther Liggitt Seal.
Absalom Liggitt Seal.
Alf Scott Seal.

This Bond approved in open Court, this 28th day of November 1888.

Lionidas Piper, Probate Judge.

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State of Ohio. |
County of Union. | S.S.

I Leonidas Piper Sole Judge and Ex-officio Clerk of the Probate Court, in and for the said County of Union, do hereby certify that I have compared the foregoing copy of the records of the Bond of Luther Liggitt as Administrator of the estate of Abner Liggitt of the County of Union, aforesaid, deceased, with the original record thereof now remaining in this office, and in my custody, and have found the same to be transcript therefrom, and of the whole of such original records. And I further certify that said exemplification would be received in evidence in all the Courts of the State of Ohio. In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Probate Court at Mansville, Ohio, this 19th day of August A.D. 1892.

Leonidas Piper
Sole Judge and Ex-officio Clerk of
Probate Court.

State of Ohio. |
County of Union. | S.S.

I Leonidas Piper Sole Judge of the Probate Court of said County, do hereby certify that Leonidas Piper whose genuine signature is affixed to the foregoing certificate, is under the Laws of Ohio by virtue of his office as sole Judge of said Court also the Clerk of said Court and was such Clerk at the time of making and subscribing the same. That his attestation aforesaid is in due form of Law and by the proper officer, and that the seal thereunto affixed is the seal of the said Probate Court and I further certify that said Bond is entered of record in said Court in due form, and duly recorded. Witness my hand and seal this 19th day of August A.D. 1892.

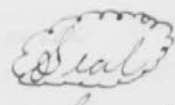
Leonidas Piper. 
Sole Judge of the Probate Court of Union County, Ohio.

Exhibit "B."

This article of agreement entered into this 22nd day of February, 1889, by and between Absolom Liggitt W^m H. Perkins for his children and Almira J. Degore parties of the first part and the grandchildren of Abner Liggitt by his daughter Elizabeth (deceased) of the second part. Witnesseth - That herebefore an agreement of the partition of the Real Estate of the said Abner Liggitt (deceased) was made to the satisfaction of all of said parties to this agreement and whereas the said parties of the 1st part agree to take said Land as divided by said parties viz: Absolom Liggitt to take the part which lays South of the Dover and Perkins gravel road, about 90 or 100 Acres, more or less, at the price of \$30⁰⁰ per acre, and Almira J. Degore agrees to take the part sufficient to make one third the value of the whole at \$87⁰⁰ per acre immediately North of said gravel Road estimated to be about 70 Acres more or

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less. And W^m H. Perkins as Agent for his children agree to take the balance at the rate of \$300 per acre. Said parties of 2nd part agree that said 1st parties take said lands at the price per acre and that they further agree to the partition as aforesaid. In consideration of the foregoing agreements the said Grand children agree to take their share in cash as the Commission appointed by the Common Pleas Court shall so set off to them - should there not be sufficient money in the hands of his Administrator Luther Liggitt to pay said Grand children of Elizabeth Perkins deceased their equal one fourth part. Then the said parties of 1st part to make contribution in equal parts to said payment. It is further agreed by the first parties that in case the North part taken by W^m H. Perkins for his children should exceed in value the South part taken by Abolam Liggitt then the said W^m H. Perkins to pay to said Abolam Liggitt a sum sufficient to make his part equal to one third part in value of the whole.

Witness we have set our hands the day and year last mentioned.

- Signed, A. Liggitt.

- J. P. Perkins.
 - Mary D. Fleming.
 - Henry A. Perkins.
 - Elizabeth G. Fleming.
 - Almida J. Degood.
 - G. H. Perkins.
 - Alice M^e Strick.
 - Charles L. Perkins.
 - Lydia A. Perkins.
 - Catherine R. Perkins.
 - Thomas P. Perkins.
- by G. H. Perkins
Guardian.

Summons.

Summons
No. 6488

The State of Ohio,
Union County.

To the Sheriff of Union County.

You are hereby commanded to notify Alfred Scott Newton Liggitt as Administrator of the estate of Luther Liggitt deceased Henry H. Liggitt as Administrator of estate of Abolam Liggitt deceased. Thomas P. Perkins, Henry A. Perkins, Almida J. Degood, Mary D. Fleming, Elizabeth G. Fleming, William Liggitt, George Liggitt, and Clement L. Liggitt and Henry H. Liggitt that they have been sued by Edwin H. Perkins, Alice M. Strick, Charles L. Perkins, Lydia Perkins, and Catherine R. Perkins, in the Court of Common Pleas of Union County, and must answer by the 28th 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 9th day of January A. D. 1893. Witness my hand and the seal of said Court this 28th day of December A. D. 1892.

R. W. Gray, Clerk.

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The State of Ohio.
Union County.

Sheriff's Return.

Sheriff's Fees.	
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Copies	2. 40
Total	9. 15

Received this writ December 28th A. D. 1892, at 4 o'clock P. M. and served same by delivering a true and certified copy thereof with the inclosures thereon to each of the within named Defendants on the 29th day of December 1892 except Alfred Scott who was served by leaving at his usual place of residence a true and certified copy of this writ with the enclosures thereon on the 29th day of December 1892.

Thomas Martin Sheriff.

Summons.

The State of Ohio.
Union County.

Summons.
To the Sheriff of Union County;

You are hereby commanded to notify Elizabeth Anderson that she with others have been sued by Edward G. Perkins in the Court of Common Pleas of Union County, and must answer by the 28th 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 9th day of January A. D. 1893. Witness my hand and the seal of said Court, this 28th day of December A. D. 1892.

R. W. Gray Clerk.

The State of Ohio.
Union County.

Sheriff's Fees.	
\$	¢
Service & Return	30
Mileage	2. 00
Copy.	20
Total	2. 50

Received this writ December 28th A. D. 1892, at 10 o'clock A. M. and served same by delivering a true and certified copy thereof with the enclosures thereon to the within named Elizabeth Anderson on the 31st day of December 1892.

Thomas Martin Sheriff.

Summons.

The State of Ohio.
Union County.

To the Sheriff of Deane County:

You are hereby commanded to notify Warren Liggitt, Garson Liggitt, and Susan Liggitt (Impleaded with others) that they have been sued by Edwin M. Perkins, Alice M. M^{rs} Strick, Charles L. Perkins, Lydia Perkins and Catherine R. Perkins in the Court of Common Pleas of Union County, and must answer by the 28th 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 9th day of January A. D. 1893. Witness my hand and the seal of said Court, this 28th day of December, A. D. 1892.

R. W. Gray Clerk.

Alfred Scott
Wm Liggitt
A. M. Strick
Susan Liggitt
Liggitt.
W. E. Strick
Perkins.
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The State of Ohio.

Sheriff's Return.

Delaware County.

Sheriff's Fee.	\$	50	Received this writ December 29 th A. D. 1892, at 10 o'clock A. M. and on the 5 th day of January A. D. 1893 I served this writ on the within named defendants. Warrant by Liggitt, by delivering to him personally a true and duly certified copy of this writ with all the inclosures thereon. Garson Liggitt and Susan Liggitt by leaving for them each at their usual place of residence a true and duly certified copy of this writ with all the inclosures thereon.
Service & Return	\$	30	
Additional Dfts.	\$	60	
Mileage	\$	10	
Docket	\$	75	
Copy.	\$	02	
Postage	\$	32	Total.

Thomas R. Griffith, Sheriff, Del. Co. Ohio.
By John D. Griffith Deputy.

Answer
and cross
petition.

Edwin H. Perkins, et al. Plaintiffs.
vs.
Alfred Scott, et al. Defendants.

Court of Common Pleas
Union County Ohio.
Answer and Cross-petition

1st The defendants Alfred Scott and Francis T. Arthur, as Administrators of the estate of Absolom Liggitt deceased — The said Francis T. Arthur having been on the 9th day of January 1893, duly appointed Administrator of the estate of Absolom Liggitt deceased, vice Henry H. Liggitt, resigned — Answer to the petition of the plaintiffs and deny that they or either of them are indebted in the sum of \$1538⁰⁰ or in any other sum or amount, to the plaintiffs or any of them as in said petition alleged and

2nd Grounds of defense. These answering defendants say that \$1194⁰⁰ of said sum of \$1538⁰⁰ is found in the hands of Luther Liggitt, as Administrator of the estate of Abner Liggitt deceased, in his second and final account by the Probate Court, was by the said Court found and adjudged to have arisen as follows: to wit, that on the 27th day of October 1883 said Luther Liggitt — then in full life — executed and delivered to the said Abner Liggitt who was then in full life — his promissory note for the sum of \$2025⁰⁰ due one year from the 15th day of June 1884 with 7% interest from said June 15th 1884, the said Luther Liggitt paid on said note — as shown by inclosures thereon — in two serial payments on June 5th 1885 the sum of \$1343⁰⁰ and no other payment on said note was made by the said Luther Liggitt, as these defendants are advised, and the said Probate Court found in said settlement of said Luther Liggitt as such Administrator that there was a balance due upon said note which with interest added up to the 30th day of April 1892, amounted to said sum of \$1194⁰⁰ and found that said sum of \$1194⁰⁰ together with \$374⁰⁰ of other monies in said Luther Liggitt's hands, as such Administrator constituted and made said sum of \$1538⁰⁰ and which last mentioned

Demurrer.

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sum said Probate Court ordered to be distributed according to law. These answering defendants further say that they were jointly for money on said Administrators bond having no interest in the same other than merely, and that the said Luther Liggitt was appointed by the Probate Court as such Administrator of the estate of Abner Liggitt deceased, on the 28th day of November 1888, and the said date and time of his said appointment and at the time of his qualification as such Administrator and for some years prior thereto the said Luther Liggitt was wholly insolvent and that he continued to be so insolvent up to the time of his death, and died wholly insolvent and at no time after his said appointment as such administrator did receive or have in his hands any part of said \$1194 and was wholly unable to pay any part of said sum at any time after his said appointment as under Administrator these answering defendants therefore ask that as to said sum of \$1194 the Court order and adjudge them released from said bond in said amount and that they were not bound by their said bond to pay said amount and these defendants ask such other and further relief as they may be entitled to.

J. H. Kinkade, Peter and Peter and F. D. Arthur, Attorneys for answering defendants.

The State of Ohio
Union County. | S. S.

Personally appeared Alfred Scott one of said answering defendants herein and being first duly sworn says that the facts stated and allegations in the foregoing pleading are as he believes true. Alfred Scott.

Sworn to and subscribed before me by said Alfred Scott this 28th day of January A. D. 1893. R. McCreary Clerk of Court.

Edwin H. Perkins, et al. Plaintiffs. | Common Pleas Court of Union County Ohio. No. 6488.
vs. Alfred Scott, et al. Defendants.

Demurrer.

Now comes the said plaintiffs and demurs to the answer and Cross Petition of the defendants as follows: They demur to the first defense for the reason that the same does not state facts sufficient to constitute a defense in that it does not deny the facts and allegations set forth in the petition and is a mere conclusion of law.

Second = The Plaintiffs demur to the second defense on the ground that it does not state facts sufficient to constitute a defense.

Jones Lytle and Jones and W. W. Merchant Attorneys for Plaintiffs.

Entry.
7th 1893.

Edwin R. Perkins et al. Plaintiffs.
Against
Alfred Scott et al. Defendants.

May 1st 1893.

Entry. 7th 1893.

This day this cause came on to be heard on the demurrer of the Plaintiffs to the answer and cross petition of the defendant Alfred Scott and Francis T. Arthur as Administrators of the estate of Absalom Liggitt deceased filed herein on the 28th day of January 1893. and was argued by counsel and the Court being fully advised in the premises do sustain said demurrer as to the first grounds of defense set up in said answer and the Court overrules said demurrer as to the second grounds of defense in said answer to which ruling and decision of the Court as to the overruling of Plaintiffs demurrer to said second ground of defense the Plaintiffs then and there excepted.

J. H. Sinkade, Porter and
F. T. Arthur, Attorneys for Defendants.

Jones Lytle and Jones and
W. W. Merchant Attorneys for Plaintiffs.

In the Court of Common Pleas Union County Ohio.

Reply.

Edwin R. Perkins et al. Plaintiffs.
Vs.
Alfred Scott et al. Defendants.

Reply.

First Reply.

Now come the Plaintiffs by leave of the Court and for their first reply to the second grounds of defense set forth in the answer of the defendant (designated answer and cross petition) filed herein January 28th 1893. say that on the 4th day of March A. D. 1892. Luther Liggitt as the Administrator of Absalom Liggitt deceased filed in the Probate Court of Union County his final accounts as such Administrator with said estate being the Court by which he was appointed such Administrator and being the Court having jurisdiction of the subject matter thereof and such proceedings were had in said Court that said Administrator amended his said final accounts on the 14th day of May A. D. 1892. to all of which accounts these plaintiffs filed exceptions and on the 25th day of June 1892 upon issue joined in said Probate Court on said exceptions of said Plaintiffs to said final account the question as to whether said Administrator should be charged with the said indebtedness of said Luther Liggitt on said promissory note to said estate as assets in his hands and the further question as to the insolvency of said Luther Liggitt at the time of the execution of said bond, being the same cause of action fully set forth and alleged in said defendant's second grounds of defense in their answer herein (designated answer and cross petition) was fully heard and determined both upon demurrer to said exceptions and also

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upon final hearing on the merits upon the testimony and the same was argued by counsel and upon full consideration the same was decided in favor of these plaintiffs both upon demurrer to said exceptions and also upon the final trial upon the merits and the testimony, and by the consideration and judgment of said Probate Court judgment was rendered in favor of these plaintiffs and against said Luther Liggitt Administrator of Abner Liggitt deceased and by said judgment of said Court said Luther Liggitt as such Administrator was charged with said indebtedness as assets in his hands to be accounted for as such Administrator of Abner Liggitt deceased which decision and judgment of said Probate Court was not appealed from and remains unimpaired and in full force and effect in law and Plaintiffs say that the said proceedings in said Probate Court were without fraud or collusion and in good faith and by reason of the premises these Plaintiffs claims said defendants are stopped from setting up said second grounds of defense and that the same is now adjudicated by reason of the said proceedings, hearing trial and judgment by the Probate Court of Union County Ohio as aforesaid, and they ask judgment as prayed for in their petition.

Second Reply.

Now comes the Plaintiffs and for their second reply to the second grounds of defense in the said answer (designated answer and cross petition) of the defendants say they deny that said Luther Liggitt deceased on the 28th day of November 1888 at the time of his appointment and qualification as Administrator of Abner Liggitt deceased and for some years prior thereto was insolvent and continued to be so insolvent up to the time of his death and they deny that after his said appointment he was unable to pay said indebtedness but on the contrary these Plaintiffs are that said Luther Liggitt's credit was good and he did not become insolvent until on or about the 1st day of March, A. D. 1891. and that prior to that time his credit was not only good but he was able to meet his obligations and he was the owner of property subject to execution and the same could have been collected by law.

W. W. Merchant and Jones Lytle & Jones
Attorneys for Plaintiffs.

State of Ohio.

S. S.

Union County.

Edwin H. Perkins being duly sworn says the facts and allegations set forth in the foregoing reply are true as he truly believes.
Edwin H. Perkins.

Sworn to before me and subscribed in my presence this day of June A. D. 1893.
R. M. Gray Clerk of Court.

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Edwin H. Perkins et al.
Vs.

No. 6488.

Alfred Scott et al.

This day on motion it was ordered by the Court that W. W. Merchant be made party plaintiff in a fore case as Administrator De Bonis non of Absalom Liggitt deceased and that the Judgment of \$ 344 & interest thereon from the 25th of June 1892. heretofore rendered at this term of Court, against defendant Alfred Scott, and the Administrator De Bonis non of Absalom Liggitt deceased, be paid to said Merchant as such Administrator.

Demurer
No. 6488.

Edwin H. Perkins et al. Plaintiffs.
Against
Alfred Scott et al. Defendants.

Court of Common Pleas
Union County Ohio.
Cause No. 6488.

Demurer.

The defendants Alfred Scott, and Francis T. Arthur, as Administrators of Absalom Liggitt deceased demur to the first reply of Plaintiffs to the second ground of defense set forth in this answer and cross petition to the petition of plaintiffs, and for ground of demurer say:-

That the facts set up in said first reply are insufficient in law upon its face, to constitute a reply to said second ground of defense.

J. H. Kinkade, Porter and Porter and
F. T. Arthur, Attorneys for said Defendants.

Answer
Union
Banking
Company.
No. 6488.

Edwin H. Perkins et al. Plffs.
Vs.
Alfred Scott et al. Dfts.

Court of Common Pleas.
Union County Ohio.
Answer Union Banking Company.

And now comes the Union Banking Company, and by leave of Court answers herein as follows: That said Union Banking Company is a corporation organized under the laws of Ohio. Located at Mansfield Ohio and doing a general banking business in Union County Ohio. That on the 11th day of January A. D. 1894 the Plaintiff Edwin H. Perkins assigned to the said, the Union Banking Company all his right and interest in the above entitled case, and it now the owner of the same That the said, The Union Banking Company prays the Court to preserve its right herein and allow such equitable and other relief as it may be entitled to.

J. H. Kinkade, Attorney for the
Union Banking Company.

State of Ohio, Union County, S. S.

Charles S. Daniels being duly sworn says that he is the Cashier of the above named The Union Banking Company and that the facts stated in the foregoing pleading are true
C. S. Daniel Cashier

Sworn

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Entry
No. 6488.

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Swan to and subscribed before me this 17th day of March A.D. 1894

Entry
No 6488.

Edwin H. Perkins et al. Plaintiffs.

Against

Alfred Scott et al. Defendants.

R. M. Gray, Clerk.
September 29th 1893.
Entry.

This day this cause came on to be heard, on the demurrer of the defendants Alfred Scott and Francis T. Arthur as Administrators of the estate of Absalom Liggitt deceased, to the first reply of plaintiffs to the second ground of defense set forth in the answer and cross petition of the said defendants filed herein on the 6th day of June 1893, and was argued by counsel and the Court being fully advised in the premises do sustain said demurrer, to which ruling and decision of the Court the plaintiffs then and there excepted

J. H. Kinkade, Porter and Porter
F. T. Arthur, Attorneys for said Defendants.

Jones, Lytle and Jones
St. W. Merchant, Attorneys for Plaintiffs.

Entry.

Edwin H. Perkins et al

Vs.

Alfred Scott et al.

The following entry was filed April 17th 1894

No 6488.

This day came the parties and by consent submitted this cause to the Court to find the amount due plaintiffs from the defendants on the pleadings. Thereupon the Court find the amount not denied is said answer to be \$344.48 and interest thereon from the 25th day of June A.D. 1892, amounting to \$381.22. Therefore it is considered and adjudged by the Court that the plaintiffs recover from the said defendants said sum of Three Hundred Eighty one & 22/100 Dollars the said amount not denied by the pleadings to be due as to the amount denied by said defendants Alfred Scott and F. T. Arthur as Administrators of Absalom Liggitt. This cause is continued on the motion of the said defendants and at their cost of this term

Kinkade, Porter and Porter for Alf. Scott.
F. T. Arthur, Administrator of Absalom Liggitt, deceased.

Merchant and Jones, Lytle and Jones for Plaintiffs.

The following entry was filed October 11th 1894.

Edwin H. Perkins et al.

Vs.

Alfred Scott et al.

Court of Common Pleas.
Union County Ohio.

The parties having waived a jury, this cause was submitted to the Court upon the issues joined between the plaintiffs and the answering defendants. Alfred Scott and

Francis T. Arthur, Administrator of the estate of Abraham Liggitt, deceased. And one of the parties to the suit having requested that the Court state in writing the conclusions of fact found separately from the conclusions of law: The Court then states said conclusions of fact and conclusions of law, separately as follows: To wit:

I
Conclusions of fact

At the time of the execution of the Administrator's bond sued upon in plaintiff's petition Luther Liggitt was insolvent, and remained insolvent until the time of his death. At the time said bond was given and for some time thereafter, said Luther Liggitt was in good credit, and was able to and did borrow money, and carry on quite an extensive business and had a large amount of property; and at the time of executing said bond his property was insufficient to pay his debts, and at no time after giving said bond was his property sufficient to pay his debts.

II
Conclusions of law.

Luther Liggitt being insolvent at the time of the execution of said Administrator's bond, and remaining insolvent from that time until his death, his sureties on said Administrator's bond are not liable for the private indebtedness of Luther Liggitt to the estate of Abraham Liggitt, deceased. The finding and judgment of the Court is in favor of said answering defendants, and against the plaintiffs for costs.

John A. Price, Judge of Court of Common Pleas.

Entry. Colvin, Th. Perkins et al. vs. Alfred Scott et al. Court of Common Pleas, Union County Ohio
7th 6488. The following entry was filed Oct 11th 1894.

This day this cause came on for hearing and the parties having waived a jury, this cause was submitted to the Court upon the issues joined between the plaintiffs and the answering defendants, Alfred Scott and Francis T. Arthur Administrator of the estate of Abraham Liggitt deceased, and the evidence.

And one of the parties to the suit having requested that the Court state in writing the conclusions of fact found separately from the conclusions of law. The Court here states said conclusions of fact and conclusions of law separately, as follows. To wit:

II
Conclusions of fact.

At the time of the execution of the Administrator's bond sued upon in plaintiff's petition Luther Liggitt was insolvent, and remained insolvent until the time of his death. At the time said bond was given and for some time thereafter.

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said Luther Liggitt was in good credit, and was able to and did borrow money, and carry on quite an extensive business, and had a large amount of property; but at the time of executing said bond his property was insufficient to pay his debt, and at no time after giving said bond was his property sufficient to pay his debt.

II II

Conclusions of Law

Luther Liggitt being insolvent at the time of the execution of said Administrators bond, and remaining insolvent from that time until his death, his surties on said Administrators bond are not liable for the private indebtedness of Luther Liggitt to the estate of Abram Liggitt deceased. The finding and judgment of the Court is in favor of said answering defendants, and against the Plaintiffs for costs. It is therefore considered and adjudged by the Court that said answering defendants Alfred Scott and Francis T. Arthur, Administrators of the estate of Abram Liggitt deceased go hence without day and record of the Plaintiffs their costs herein expended taxed at \$ - to all of which findings of law and fact, and judgment and orders of the Court the Plaintiffs then and there except.

J. H. Kirkcaldie, Peter and Peter and F. T. Arthur
Attorneys for Defendants.

Jones Lytle and Jones and W. W. Merchant
Attorneys for Plaintiffs.

Entry

Edwin H. Perkins et al. Plaintiffs | The following Entry was filed
vs. | October 11th 1894.
Alfred Scott et al. Defendants. | Court of Common Pleas
Union County Ohio.

This day this cause came on to be heard on the motion for a new trial, and was argued by counsel and the Court being fully advised in the premises do overrule the same to which the plaintiffs excepted.

The following Entry was filed October 11th 1894 -

Entry

Edwin H. Perkins Plaintiff. | Entry
vs. |
Alfred Scott et al. Defendants. |
Now comes the Plaintiff and presents to the Court his certain bill of exceptions herein, which being found by the Court to be true, is allowed, signed, and sealed, on motion is hereby made part of the record of this case.

Afterward on the 11th day of October, A. D. 1894 the following Entry was filed by the Clerk of the Court.

Motion for New Trial.

Edwin H. Perkins ^{Plaintiff}
Against
Alfred Scott et al. Defendants.

Court of Common Pleas,
Union County Ohio.
Motion for New Trial.

Now come the plaintiff and move the Court to set aside the verdict findings and judgment of the Court and for a new trial in this case for the following reasons:
First. Because the Court erred in overruling the demurrer of the plaintiff to the 1st defense of defendant answers.
Second. Because the Court erred in sustaining the defendant's demurrer to the 2nd Reply of plaintiff.
Third. Because the findings of the Court are not in accordance with the facts.
Fourth. Because the facts found by the Court are not sustained by sufficient evidence.
Fifth. Because the findings of facts by the Court are manifestly against the weight of the evidence.
Sixth. Because the Court erred in its findings of facts.
Seventh. Because the Court erred in its findings of the law.
Eighth. Because the decision of the Court is contrary to law.
Ninth. Because of errors of law occurring at the trial and excepted to by plaintiff at the time.
Tenth. Because under the pleadings and the facts as found by the Court under the law judgment should have been rendered for the plaintiff and against the defendant Alfred Scott.

W. W. Merchant, ^{and} James Lytle ^{and} James
Attorneys for Plaintiff.

Attest J. N. Gamell Clerk

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Please continuance and held at the Court House in Mansfield within and for the County of Union in the Tenth Judicial District of the Court of Common Pleas of the State of Ohio before the Honorable John A. Price Judge of said Court of the Term of September Term on the 10th day of September in the Year of Our Lord One thousand eight hundred and ninety four

Be it remembered that heretofore to wit, on the 2nd day of July A.D. 1894 F. B. Pinney filed in the Clerk's office of the said Court of Common Pleas the following Petition against The Village of Richwood to wit:

Petition in Com. No. 6767.

The Village of Richwood Union County Ohio. vs. F. B. Pinney.

"Exhibit A."

Before me M. W. Hill Mayor of said Village Complaint no 22 made this 21st day of May A.D. 1894 by Wm M. Wood who being duly sworn according to law deposes and says that F. B. Pinney late of said County of Union and Village of Richwood on the 18th day of May A.D. 1894 at the Village of Richwood aforesaid did on said day being the first day of the week commonly called Sunday unlawfully and knowingly allow to remain open a certain room said room being then and there a place where on other days of the week than the first day commonly called Sunday were then and therein sold - by the said F. B. Pinney intoxicating liquors the room not being then and there a regular Drug Store in violation of an ordinance of said Village in such cases made and provided and this deponent does verily believe that the said F. B. Pinney is guilty of the fact charged and further this deponent saith not signed - Wm M. Wood Sworn to before me and subscribed in my presence this 21st day of May A.D. 1894

M. W. Hill Mayor.

Upon the aforesaid affidavit being duly filed I issued a warrant for the arrest of the within named F. B. Pinney and obtained the same to Wm M. Wood the Marshall of said Village of Richwood, who made the following return I have arrested the within named F. B. Pinney and now have him in Court this 21st day of May A.D. 1894. my fee \$1.00 Wm M. Wood Marshall.

I arraigned the defendant F. B. Pinney who plead not guilty to the charge and demanded trial and asked for a continuance until May 23rd A.D. 1894 at one o'clock P.M. which was granted by me. I issued subpoenas for the Plaintiff witnesses as follows: To wit - Marion Allen Wm A. Phelps Berk Parker Elmer Tonguet Dr Bath Robt Roberts James Moss Sarah Allen F. W. Graham Samuel Stratton Frank Stultz Tab Parker. Wm M. Wood Marshall who on the 23rd day of May A.D. 1894 made the following return. I have served the within writ on Marion Allen Wm A. Phelps Berk Parker Elmer Tonguet Dr Bath Robt Roberts James Moss Sarah Allen F. W. Graham.

Sarah Stratton, Frank Stultz, J. B. Parker, and W. H. Conroy by
reading Personally - Fee \$ 4⁰⁰

W^m M. Wood, Marshall.

May 23rd A. D. 1894. One O'Clock P. M. Trial called, and comes the
Defendant by his Attorney and filed the following.
(Plea in Abatement.)

Village of Richmond Union County Ohio Plff.	Before me Morris W. Hill. Mayor of said Village.
vs. F. B. Penney, Defendants	(Plea in Abatement)

F. B. Penney who is hereby presented under the name of F. B. Penney
in his own proper person now comes into Court here and after having
heard read the affidavit on which this presentation is based says
that his own proper name is F. B. Penney and not F. B. Penney
and that he is and always has been since his early infancy
known by the name of F. B. Penney and that he never was known
by the name of F. B. Penney as by said affidavit is supposed and
that he the said F. B. Penney is ready to verify. Defendant claims
that said affidavit does not state facts sufficient to constitute an
offense under a violation of the ordinance upon which this action is
founded. Wherefore the said defendant F. B. Penney prays that the
affidavit herein filed be quashed that he be discharged from presenting
there under and that this action against him be a nullity.

J. H. Millar, Attorney for Deft.

State of Ohio Union County - S. C. -

F. B. Penney being first duly sworn says.
That he is the Defendant a fore named and that all the statements
and averments of the foregoing plea are true.

F. B. Penney.

Subscribed and sworn to before me this 23rd day of May, A. D. 1894.

M. W. Hill, Mayor.

Upon hearing argument of Counsel and the concession of the prosecution
that the defendant's name is properly spelled F. B. Penney - I hold
the a fore plea not good and the affidavit herein filed good
and sufficient. The following witnesses were then called and
sworn and examined for the Plaintiff suit - W^m A. Phelps
Marion Allen Bud Parker Elmer Tonguet, Robert Roberts
James Moss Sarah Allen F. M. Graham Sarah Stratton
Frank Stultz J. B. Parker and W^m M. Wood, and for the defendant
F. B. Penney, and after hearing the evidence of the a fore named
witnesses and arguments of Counsel - I do find that the
Defendant F. B. Penney is guilty as charged in the affidavit.
Wherefore it is by me this 23rd day of May A. D. 1894 considered
and adjudged that the Defendant F. B. Penney pay
a fine to the Village of Richmond in the sum of (\$25⁰⁰)
Twenty-five dollars and the cost of prosecution herein taxed
at _____ and be imprisoned in the Village Jail ten days
and stand committed until said fine and costs and costs

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The Village of Richwood
Union County Ohio. Plaintiff.
V.
F. B. Penney. Defendant.

M. W. Hill, Mayor.
Before me Maria W. Hill
Mayor of said Village.
Bill of Exceptions: -

Be it remembered that on this 23rd day of May, A. D. 1894 before me the said Mayor of said Village at his office at 8 o'clock P.M. This action came on for trial - and before any evidence was offered therein the defendant made and filed his plea in abatement herein praying the said Mayor that the affidavit herein filed against him be quashed that he be discharged from presentation under said affidavit and that said action be abated for the reason of misnomer of defendant in said affidavit and that it does not state facts sufficient to constitute an offense under a violation of the ordinance upon which this action is founded that said affidavit was made and filed for the purpose of charging the defendant with the violation of section one (1) of an ordinance of said Village passed on the 7th day of August, A. D. 1891 which section of said ordinance is in the words and figure following to-wit: -

Sec 1st. Be it ordained by the Council of the Corporate Village of Richwood Union County Ohio. That the sale of intoxicating liquors, whether distilled malt or vinous on the first day of the week commonly called Sunday except by a regular Druggist on the written prescription of a regular practicing Physician for medical purposes, only is hereby declared to be unlawful: -
And all places where such intoxicating liquors are on other days sold or exposed for sale, except regular Drug Stores shall on that day be closed and whoever makes any such sale or allows any such places to be open or remain open on that day shall be fined in any sum not exceeding one hundred dollars and not less than twenty five dollars and be imprisoned in the jail of said Village not less than ten days, and not exceeding thirty days in regular hotels and eating houses the word place herein used shall be held to mean the room or part of room where such liquors are usually sold or exposed for sale and the keeping of such rooms or part of such rooms securely closed shall be held as to such hotels or eating houses as a closing of the place within the meaning of this ordinance, wherefore said Mayor after having heard argument of Counsel upon said plea and after presentation having concluded that defendant's name is properly spelled F. B. Penney refused to grant the prayer of said Plea, and held said affidavit to be good and sufficient and proceeded to try and did try said defendant then under and rendered judgment against him upon it to which holding proceeding and judgment of said Mayor the defendant then and there and at the time of each excepted and immediately thereafter presented this his bill of exceptions and prayed the said Mayor to allow sign and seal the same - which upon due consideration thereof by said Mayor is

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found by him to be a true and correct bill of exceptions so taken by the defendant and the same is hereby approved allowed signed and sealed as such and ordered to be made a part of the record in said a fore entitled action. approved and allowed signed and sealed this 23rd day of May A. D. 1894.

W. W. Hill, Mayor.

The Village of Richmond
Union County, Ohio. Plff.

Before Maria W. Hill

Mayor of said Village

F. O. Penney Defendant.

Entry.

This 23rd day of May 1894 came the defendant and presented to the said Mayor his bill of exceptions herein taken and prayed that the same be approved allowed signed and sealed by the said Mayor as a true bill of exceptions by him herein taken and the said Mayor after a careful examination thereof doth find the same to be a true bill of the exceptions by the defendant taken and doth approve allow sign and seal the same as such and said bill of exceptions is ordered to be made a part of the record of the proceedings herein

W. W. Hill, Mayor.

The State of Ohio

Village of Richmond, S.S.

I do hereby certify that the above is a full and true copy from my Docket of the proceedings had by and before me at my office in said township in the above action, Richmond Ohio June 4th 1894.

W. W. Hill, Mayor.

F. O. Penney Plaintiff in error.

Court of Common Pleas.

The Village of Richmond Union County, Ohio Defendant in error.

Petition in Error.

The Plaintiff in Error now comes and represents to this Court that on the 23rd day of May A. D. 1894 in a certain action then pending before one W. W. Hill Mayor of The Village of Richmond Union County, Ohio, wherein the defendant in error herein was plaintiff and the plaintiff in error herein was defendant. by the consideration of said Mayor plaintiff in error was fined twenty five dollars and costs of said action and sentenced to be imprisoned in the jail of said village for ten days; all of which is more fully shown by the duly certified transcript of the record of all the proceedings of said Mayor had in said action, taken from his docket, which is hereto attached marked Exhibit A and made a part of this petition in error. Plaintiff in error avers that there is manifest error in the proceedings of said Mayor in said action in this, to wit: Said Mayor erred in overruling his plea in a statement filed in said action in face of the conceded truth of the facts therein stated.

He further erred in refusing to grant

Notice to Defendant in error No. 6757.

Notice. No. 6757.

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The Village of Richmond

Now comes
to file
Against
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The prayer of said plea in a statement that the Affiant in said action be quashed and plaintiff in error discharged from prosecution thereunder.

He further erred in proceeding to try said cause in the manner in which he did, and in pronouncing judgment against and sentence of imprisonment upon plaintiff in error as shown by said record.

He further erred in rendering judgment in said action in favor of defendant in error, when according to law it should have been rendered in favor of plaintiff in error.

He further erred in pronouncing sentence of imprisonment upon plaintiff in error without having authority of law so to do.

Wherefore plaintiff in error prays that he may have leave to file this his petition in error in this court: and that upon the full and final hearing of this complaint said judgment and proceedings of said Mayor may be declared invalid, and be reversed, vacated and set aside, and that he may be discharged therefrom and restored to all things which he has lost by reason thereof

J. F. Millar, Attorney for Plaintiff in Error.

Notice to Defendant in Error No. 6757.

F. O. Penney, Plaintiff in Error. | Court of Common Pleas. Union County Ohio. vs. The Village of Richmond Def. in Error. | Notice.

The defendant in error will take notice that on the 2nd day of July A.D. 1894, the said F. O. Penney will make application to the Court of Common Pleas of Union County Ohio, at the Court House in Mansville in said County and State, for leave to file in said Court a petition in error in this cause to reverse a judgment rendered by M. W. Hill, Mayor of the Village of Richmond, Union County, Ohio, on the 23rd day of May, 1894, in an action then pending before him in which said village was plaintiff and plaintiff in error herein was defendant, on account of manifest errors appearing on the record of said Mayor of his proceedings had in said action.

J. F. Millar, Attorney for Plaintiff in Error.

Service acknowledged This 22nd day of June 1894 James G. Robinson, Attorney for Defendant.

Motion No. 6757.

F. O. Penney, Plaintiff in Error. | Court of Common Pleas Union County Ohio. vs. The Village of Richmond Union County, Ohio, Defendant in Error. | The following Motion was filed July 2nd 1894.

Now comes the Plaintiff in Error herein and moves the Court for leave to file his petition in error to reverse a certain judgment rendered against him by one M. W. Hill Mayor of the Village of Richmond, Union County, Ohio, on the 23rd day of May, A.D. 1894, in an action then pending before him in which said village was

plaintiff and plaintiff in error herein was defendant, on account of manifest error appearing on the record of said Mayors of his proceedings had in said action.

J. F. Millar, Attorney for Plaintiff in Error.

The following Entry was filed July 2nd 1894.

Entry No. 6757

The Village of Richmond Union County, Ohio, Plf.

Before

Marion W. Hill

Mayor of said Village.

vs. F. C. Penney, Defendant.

Entry.

This 23rd day of May, 1894, came the defendant and presented to the said Mayor his bill of exceptions herein taken, and prayed that the same be approved, allowed, signed and sealed by the said Mayor as a true bill of exceptions by him herein taken; and the said Mayor after a careful examination thereof doth find the same to be a true bill of the exceptions by the defendant taken, and doth approve, allow, sign and seal the same as such, and said bill of exceptions is ordered to be made a part of the record of the proceedings herein.

M. W. Hill Mayor.

The following Bill of Exceptions was filed July 2nd 1894.

Bill of Exceptions No. 6757

The Village of Richmond Union County, Ohio, Plf.

Before

Marion W. Hill, Mayor of said Village.

vs. F. C. Penney, Defendant.

Bill of Exceptions.

Be it remembered that on this 23rd day of May, 1894 before the said Mayor of said Village at his office herein at one o'clock P. M. this action came on for trial, and before any evidence was offered herein the defendant made and filed his plea in abatement herein, praying the said Mayor that the affidavit herein filed against him be quashed, that he be discharged from prosecution under said affidavit and that said action be abated, for the reasons of misnomer of defendant in said affidavit and that it does not state facts sufficient to constitute an offense under or violation of the ordinance upon which this action is founded, that said affidavit was made and filed for the purpose of charging the defendant with the violation of section one of an ordinance of said Village passed on the 7th day of August, A. D. 1891, which section of said ordinance is in the words and figures following, to wit:

Sec 1 Be it ordained by the Council of the Incorporated Village of Richmond, Union County, Ohio, that the sale of intoxicating liquors, whether distilled, malted or vinous, on the first day of the week, commonly called Sunday, except by a regular druggist on the written prescription of a regular practicing Physician for medical purposes only, is hereby

Entry

No. 6757

F. C. Penney vs. The Village of Richmond Union County

This motion herein of the

Plea in Abatement.

The Village of Richmond Union County

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declared to be unlawful; and all places where such intoxicating liquors are on other days sold or exposed for sale, except regular dining stores, shall on that day be closed, and whoever makes any such sales or allows any such place to be open or remain open on that day shall be fined in any sum not exceeding one hundred dollars and not less than twenty-five dollars, and be imprisoned in the jail of said Village not less than ten days and not exceeding thirty days. In regular hotels and eating houses the word "place" herein used shall be held to mean the room or part of room where such liquors are usually sold or exposed for sale, and the keeping of such room or part of such room securely closed shall be held as to such hotel or eating house as a closing of the place within the meaning of this ordinance. Whereupon said Mayor, after having heard argument of Counsel upon said plea and after presentation having conceded that defendant's name is properly spelled F. C. Penney refused to grant the prayer of said plea, and held said affidavit to be good and sufficient, and proceeded to try and did try said defendant thereunder, and rendered judgment against him upon it, to which holding proceeding and judgment of said Mayor the defendant then and there and at the time of such execution and immediately thereafter presented this his bill of exceptions and prayed the said Mayor to allow, sign and seal the same, which upon due consideration thereof by said Mayor is found by him to be a true and correct bill of exceptions so taken by the defendant, and the same is hereby approved, allowed, signed and sealed as such, and ordered to be made a part of the record in said above entitled action. Approved and allowed, signed and sealed this 23rd day of May, 1894. M. W. Hill, Mayor.

The following Entry was filed July 2nd 1894.

Entry	F. C. Penney, Plaintiff in Error.	Court of Common Pleas.
	Vs.	Union County Ohio.
No. 6757.	The Village of Richmond Union County, Ohio, Defendant in Error.	Entry

This cause came on for hearing this 2nd day of July, 1894, upon the motion of plaintiff in error for leave to file a petition in error herein, and upon argument of Counsel and due consideration of the Court such leave was granted and said petition filed.

The following Plea in Abatement was filed July 2nd 1894.

Plea in Abatement.	The Village of Richmond Union County, Ohio, Plf.	Before
	Vs.	Merris W. Hill.
	F. C. Penney, Defendant.	Mayor of said Village.
		<u>Plea in Abatement.</u>

F. C. Penney who is herein prosecuted under the name of F. C. Pinney, in his own proper person now comes into Court here, and after having heard read the affidavit on which this

prosecution is based, says that his own proper name is F. B. Penney and not F. B. Pinney and that he is and always has been since his early infancy known by the name of F. B. Penney and that he never was known by the name of F. B. Pinney and that he never was known by the name of F. B. Penney as he said affiant is supposed, and that this he, the said F. B. Penney, is ready to verify. Defendant claims that said affiant does not state facts sufficient to constitute an offense under or violation of the ordinance upon which this action is founded. Wherefore the said defendant, F. B. Penney, prays that the affiant being filed be quashed, that he be discharged from prosecution thereunder, and that this action against him be a nullity.

J. A. Millar Attorney for Defendant.

State of Ohio, Union County, S. S.

F. B. Penney, being first duly sworn, says that he is the defendant aforesaid named, and that all the statements and averments of the foregoing plea are true.

F. B. Penney.

Subscribed and sworn to before me this 23rd day of May 1894
M. W. Hill, Mayor.

Affiant:

The following Affidavit was filed July 2nd 1894.

The State of Ohio Union County, The Village of Richmond, S. S. Before me M. W. Hill, Mayor of said Municipal Corporation personally came W. M. Wood who being duly sworn according to Law deposes and says that F. B. Pinney of said County of Union and Village of Richmond on the 18th day of May A. D. 1894, at the Village of Richmond aforesaid, did on said day, said day being the first day of the week commonly called Sunday unlawfully and knowingly allow to remain open a certain room, said room being then and there and therefore a place where on other days of the week than the first day commonly called Sunday, were then and therein sold by the said F. B. Pinney intoxicating liquors the said room not being then and there a regular drug store. In violation of an ordinance of said Village in such cases made and provided. And this deponent does verily believe that the said F. B. Pinney is guilty of the facts charged and further this deponent saith not.

W. M. Wood.

Sworn to before me and subscribed in my presence this 21st day of May A. D. 1894.

M. W. Hill, Mayor.
Subpoena.

The State of Ohio, Union County,
The Incorporated Village of Richmond, S. S.

To the Marshall of the said Incorporated Village, Greeting:
You are commanded to summon Marion Allen, W. A. Phelps

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Bud Parker, G. P. Thoughton, James Moss, Sarah Allen, Marion Graham, Sarah & Tratten, to be and appear before me, Mayor of the said Incorporated Village, at my office therein, on the 2nd day of May A. D. 1894. at 2 o'clock P.M. to give testimony and the truth to say touching a complaint made in behalf of the State against F. C. Penney and not to depart without leave, under penalty of \$100; and of this writ make due return Given under my hand and official seal this 2nd day of May A. D. 1894 M. W. Hill, Mayor.

Seal

Return on Subpoena.

May 21st 1894. I have served the within writ on James Shaw, Marion Allen, W. A. Phelps, Bud Parker, Tonguet, Dr. Gaffy, Robert Robert, G. P. Thoughton personally, and on James Moss, Sarah Allen, Marion Graham, & Sarah & Tratten by reading by copy left at residence.

Marshalls fees on Subpoena.

Service and Ret. for 12 persons.

Exp. 25 cts. each

Mileage. Miles

Total \$3.75 M. W. Wood Marshall.

The following Warrant was filed July 2nd 1894

Warrant

The Village of Richmond

S. D.

County of Union, State of Ohio.

To M. W. Wood, Marshall of said Village, Greeting:

Whereas, Complaint has been made before me, M. W. Hill, Mayor of said Village, upon the oath of W. M. Wood that F. C. Penney late of said County of Union, did on or about the 13th day of May A. D. 1894, at said Village and County aforesaid, did on said day said The day being the first day of the week commonly called Sunday, allow his place where intoxicating liquors are and were previous to said date sold to be and remains open that said place is not a regular drug store that the same is contrary to an ordinance of said Village in such cases made and provided. These are, therefore, to command you to take the said F. C. Penney if he be found in said County of Union, or if he has fled, that you pursue after the said F. C. Penney into any part of said County, and take and safely keep the said F. C. Penney so that you have him bodily forthwith before me at my office in said Village of Richmond, to answer the said Complaint and be further dealt with according to law. Given under my hand and seal, this 18th day of May A. D. 1894. M. W. Hill Mayor.

I do acknowledge myself security for all costs which may accrue by reason of prosecuting the within named Defendant for the offense specified in the within Warrant, to be paid by me in case the said defendant shall be discharged by the Mayor, or not indicted by the Grand Jury.

Return. I have arrested the within named

F. C. Penney and now have him in Court this 18th day of May A. D.

Please continuance 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 Term: on the 15th day of September in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that heretofore to wit on the 23rd day of December A. D. 1893 James A. Gault filed in the Clerk's office of the said Court of Common Pleas the following petition Against Aaron Boylan et al to wit:

Petition No. 6640

James A. Gault Plaintiff. } The following petition was filed
Vs. } December 23rd 1893.
Aaron Boylan and John } In Union County Ohio
Boylan Defendant. } Court of Common Pleas.

Petition.

The plaintiff says: That on the 11th day of August 1893, a firm of Leffler and Beard and the plaintiff entered into a contract in writing with the defendant where by for a consideration named in said writing the said Leffler and Beard and this plaintiff agreed to construct for said defendant a stone house of certain dimensions and with a finish and frontage in said writing set forth while the contract was entered into and signed by this plaintiff yet the brick and stone work for said building was to be done by said Leffler and Beard, and all other work including the frontage was to be done by the plaintiff which fact the defendant knew at the time of making said contract and afterwards. After said building had been partially completed, and the frontage was ready to put in place the defendant concluded that they would not like the frontage, and that they wanted it changed. Plaintiff informed the defendant that the frontage was nearly completed according to the original contract and that a change would be accompanied with considerable expense. Therefore the defendant promised and agreed to and with the plaintiff that if he would make the change in the frontage, they, the defendant would pay the plaintiff what it was reasonable worth, and bear and pay the expense of the same. all of which plaintiff consented, and did make the change suggested and desired by defendant, and rendered to defendant a bill therefor as follows.

2 Extra Stone fronts	\$ 80.00
Extra orange glass	\$ 30.00
Resulting posts	\$ 2.00
Extra 4 1/2 feet ceiling a 3 per foot	\$ 1.35
	\$ 113.35

The plaintiff says that said charges are just and reasonable and that it was reasonable with the sum of \$113.35 to make said change. But although the defendant have paid to Leffler and Beard and this plaintiff the original contract paid for said building they neglect and refuse to pay the plaintiff for the change aforesaid or any part thereof. The plaintiff says that said Leffler and Beard had nothing to do with the contract for the

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said change of frontage and had no interest in the same, but that it was a separate agreement between the defendant and the plaintiff, and that there is now justly due this plaintiff from the defendant reason of the facts herein stated, the sum of One hundred and Thirteen dollars and thirty five cents with interest from November 1st 1893. Wherefore the plaintiff asks judgment for said sum of \$113.35 and interest from November 1st 1893, and for all proper relief.

J. L. Cameron, Attorney for Plaintiff.

The State of Ohio Union County, S.S.

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

J. L. Cameron.

Sworn to before me and signed in my presence this 23rd day of December 1893.

R. M. Barry Clerk of Court.

Summons.

Summons
No. 6640.

The State of Ohio.

Union County.

To the Sheriff of Union County:

You are hereby commanded to notify Aaron Boylan and John Boylan that they have been sued by James A. Cault in the Court of Common Pleas of Union County, and must answer by the 20th day of January A.D. 1894, 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 January A.D. 1894. Witness my hand and the seal of said Court, this 23rd day of December A.D. 1893.

The State of Ohio.

Union County.

Sheriff's Return.

Sheriff's fee	\$	1
Service Return	65	
Mileage	96	
Copy	30	
Total	71	91

Received this writ December 23rd A.D. 1893, at 4 o'clock P.M. and served same by delivering a true copy of this writ with the endorsements thereon to the within named Aaron Boylan and John Boylan personally on the 23rd day of December 1893.

Wm. G. Snodgrass, Sheriff.

The following Demuree was filed January 17th 1894.

Demuree
No. 6640.

James A. Cault, Plaintiff.

Against

Aaron Boylan et al. Defendant.

In The Court of Common Pleas,
Union County Ohio.
Demuree.

And now comes the said defendant, and demure to the Plaintiff's petition herein filed, and for grounds thereof says

First
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Exception
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No. 6640.

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Entry.

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First: There is a defect of parties Plaintiff.
Second: There is a defect of parties Defendant.
Third: Said petition does not state facts sufficient to constitute a cause of action in favor of said plaintiff and against said defendant.

John M. Brudick Attorney for Plaintiff.

The following Exceptions to Depositions was filed January 17th 1894.

Exceptions to Depositions.

James A. Gault, Plaintiff. | In the Court of Common Pleas of
Against. | Union County Ohio.
Aaron Boylan et al. Defendants. | Exceptions to Depositions.

No. 6640.

And now comes the said defendant and except to the depositions of William B. Dorwood, William Bland, James W. Hall, and Isaac Shirk, filed herein on behalf of the Plaintiff, for the reasons and upon the grounds following: William B. Dorwood.

2nd Question: For the reason that said question is leading.

4th Question: For the reason that said question is leading and assumes a fact not and is suggestive of the answer desired.

William Bland.

3rd Question: For the reason that the same tends to disprove a written contract and is not the best evidence

4th Question: For the same reason as stated in exception to the 3rd Question above.

8th Question: For the reason that the same is not the best evidence.

James W. Hall.

2nd Question: For the reason that the same is leading and tending to disprove a written contract and not the best evidence.

4th Question: For the reason that the same is leading.

5th Question: For the reason that the same is leading.

6th Question: For the reason that the same is leading.

Isaac Shirk.

2nd Question: For the reason that the same is leading.

3rd Question: For the reason that the same is leading and

assumes a fact not proven.

8th Question: For the reason that the answer required would be matter of opinion and not testimony.

11th Question: For the reason that the same is leading and states a conclusion of fact.

Wherefore the Defendants ask to suppress so much of said depositions as are herein excepted to.

John M. Brudick, Attorney for Defendants

The following entry was filed January 27th 1894.

Entry.

James A. Gault. |
vs. | No 6640.
Aaron Boylan et al. |

Plaintiff

This day came this cause on to be heard upon the exception by defendant to the deposition of William B. Ammons, William Bland, and James Hall. On consideration whereof the court overrule the said exception. To which ruling of the court the Defendant except.

Brudick for Defendant.

The following entry was filed February 2/97

Entry No 6640.

James A. Gault. vs. Aaron Boylan et al. No 6640.

This cause came on for hearing upon the demurrer of defendant to the petition. On consideration whereof the court overrule said demurrer and the defendant have 30 days to file answer.

Brudick for Defendant.

The following answer was filed March 10th 1894.

Answer No 6640.

James A. Gault Plaintiff. Against Aaron Boylan & John L. Boylan Defendants. In the Court of Common Pleas of Union County, Ohio. Answer.

And now come the said Defendant and for answer to plaintiff's petition herein filed say

I First Defense: The Defendant admit that on August 25th 1893 Leffler, Bland & Gault entered into a written contract with said Defendant for the erection of certain business rooms in the Village of Milford Centre, Union County, Ohio, and they deny each and every allegation in plaintiff's petition contained except such as are herein specifically admitted.

II Second Defense. Defendant furthering say, that said Leffler, Bland and Gault entered into a written contract with said defendant for the erection of certain business rooms in the Village of Milford Centre, Union County, Ohio according to certain plans and specifications in said written contract set forth, said Leffler, Bland & Gault failed to construct said rooms in accordance with said specifications, but the same were defective in several particulars among which were the following, viz: The foundation was six inches lower than said contract called for. The front was smaller than the contract called for and the painting defective and greatly inferior to the contract, and on the 3rd day of November 1893 said Leffler, Bland & Gault and said defendant met in the Village of Milford Centre aforesaid, and after fully talking over all of said defect, including a change in said front of said rooms, as complained of by said plaintiff in his said petition, a full and complete settlement was had by and between all of said parties to said contract and a receipt was given in full for said work and construction by said Leffler, Bland & Gault to these defendant.

III Third Defense. Defendant further answering and by way of cross petition say, that on August 28th 1893 they entered into a

Replf. No 6640.

contract style of the said contract rooms were built by Bland & Gault. The contract of 73 Defendant Therefore Twenty

The State County of That the

Sworn presence

James Aaron Boylan

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contract with said plaintiff and Luffler & Bland under the firm name and style of Luffler Bland & Gault for the erection of a certain building containing two store rooms, in the Village of Millard Centre, Union County, Ohio, by which contract said plaintiff and said Luffler & Bland agreed to erect said two rooms with the same size and style front that were in two certain store rooms formerly erected on the lot on which said new rooms were to be built. But said defendants say that said plaintiff and said Luffler and Bland did not construct said front according to said contract in this, to wit: that the luss in said front were about six inches higher than the contract price and while the plate glass in the contract were to be 51 by 73 inches they were only 48 by 68 inches to the damage of said Defendants in the sum of Twenty five Dollars. Said Defendants therefore ask judgment against said plaintiff for said sum of Twenty Five Dollars.

John M. Brudick, Attorney for Defendants.

The State of Ohio
County of Union

Boylan, one of said defendants, being sworn makes oath that the facts stated in the foregoing answer are true, as affiant claims.

Sworn to by said Boylan before me and signed by him in my presence This 10th day of March A. D. 1894.

R. M. Gray, Clerk of Court.

The following reply was filed March 17th 1894

Repl'y.
No. 6640.

James A. Gault, Plaintiff.		In the Court of Common Pleas of Union County Ohio.
vs. Aaron Boylan & John L. Boylan Defendants.		No. 6640 Repl'y.

For his reply to the answer of the defendants, the plaintiff says he admits that a settlement was made between the defendants and Luffler Bland and Gault under the original contract for said building and an allowance was made in favor of the defendants for the alleged defects in the completion of said original contract and that all matters between the defendants and the said Luffler Bland and Gault under said original contract are settled. But the plaintiff says that the contract for the change of the front of said building after it had been nearly completed, was a separate and distinct contract between the plaintiff and the defendants founded upon a separate and distinct consideration to wit: an agreement by the plaintiff to make the change in said front as the plaintiff's part, and an agreement on the part of the defendants to pay the plaintiff for the same what it was reasonably worth. The plaintiff has performed his part of said contract, but the defendants refuse to perform their part and pay the plaintiff for said work. The plaintiff denies such and ever allegation in the said answer not herein and in the petition expressly admitted.

Wherefore the plaintiff prays again for the relief already demanded in his petition.

J. L. Gammon, Attorney for the Plaintiff.

The State of Ohio Union County, S. C.

J. L. Gammon being first duly sworn says, that he is the Attorney for the plaintiff duly authorized, that the plaintiff is a non-resident of the said county & union, and the affairs between the facts stated in the foregoing petition to be true.

J. L. Gammon.

Sworn to before me and signed in my presence this 19th day of March 1894.

R. W. Gregory, Clerk.

The following Motion to strike from Reply was filed April 7th 1894.

Motion to strike from Reply.

James A. Gault Plaintiff. Against Aaron Boylan et al. Deft.

In the Court of Common Pleas of Union County Ohio. Motion to strike from Reply.

And now comes the said Defendant and now the Court to strike out all the allegations of Plaintiff's Reply herein filed from the 13th to the 15th lines inclusive on the first page thereof for the reason that the same are repetitions of the allegations of the Petition herein, and are neither denials of the answer or new matter in reply.

John M. Brodick Attorney for Plaintiff.

The following Entry was filed September 28th 1894.

Entry. No. 6640.

James A. Gault vs. Aaron Boylan et al.

Entry. No. 6640.

This day came the parties herein by their Attorneys; also came the following named persons as jurors, to-wit:

- 1 D. A. Rea.
- 2 W. H. Willis.
- 3 Thomas Lough.
- 4 William Fulton.
- 5 Henry Highberger.
- 6 John Goehman.
- 7 Jacob V. Noss.
- 8 H. J. Brooks.
- 9 George Gorn.
- 10 Israel Fogle.
- 11 G. F. Mills and
- 12 W. H. Kott.

who were duly impaneled and sworn according to law, and thereupon the case came on for hearing on the pleadings and evidence and after hearing the evidence, argument, and charge of the Court, the jury retired to their room in charge of the Sheriff, for deliberation and now comes said jury into open Court with their verdict in writing, signed by their foreman, and say:

Copy of Verdict.

The State of Ohio. Union County.

Court of Common Pleas of said County: September Term, September 28th 1894.

Verdict:

James A. Gault vs. Aaron Boylan et al. Plaintiff's Verdict.

Entry. No. 6640.

James A. Gault vs. Aaron Boylan et al. Term, due the 28th of September. It is from the 28th of September. The Court.

James A. Gault vs. Aaron Boylan et al. The clerk was... This was entered office for... against... H. A. ... and Gault were of... was on... of the... process out of... Gault's... execution... Attest

Verdict.

James A. Gault, Plaintiff
vs.
A. Boylan, Defendant. | No. 6640. Civil Action.
Verdict for Plaintiff.

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 Eighty One Dollars and Seventy one cents.

Henry Highberger, Foreman.

The following Entry was filed October 11th 1874.

Entry.
No. 6640.

James A. Gault
vs.
A. Boylan et al. | Entry. No. 6640.

The Jury in this action having, on a former day of this Term, rendered a verdict for the plaintiff and assessing the amount due the plaintiff from the defendant, or Eighty one Dollars and Seventy one cents, and no motion for a new trial having been made: It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of Eighty one Dollars and Seventy one cents: And the plaintiff recovery being less than one hundred dollars execution is awarded against each party for the cost by them separately made.

Approved by J. L. Cameron for Plaintiff.

The following motion to relax costs was filed January 3rd 1895.

James A. Gault, Plaintiff. | Court of Common Pleas
Against Union County Ohio.
Aaron Boylan et al. Defn. | Cause No. 6640.

The defendant move the Court to relax costs in this case because costs were illegally and wrongfully made in the same by the plaintiff in this suit that the defendant were ready and willing to pay the judgment entered against defendant in this cause and were in the Clerk's office for the purpose of paying the same in full, whose defendant were served with a garnishee process in two separate cases pending against plaintiff before a Justice of the Peace of the County, 1st case H. A. McStribick was plaintiff against said Gault and in the 2nd case Mellan vs. Hobson was plaintiff vs said Gault. The defendant were garnished in both these cases vs Gault before an execution was ordered by said Gault in the above case and the payment of the money in that case was thereby stopped by said garnishee processes all of which the said Gault well know when he ordered out said execution whose defendant they're claim that said Gault should therefore be adjudged to pay the costs made on said execution including the Sheriff's poundage on the same &c.

Attest J. N. Gornell Clerk

Porter & Porter
Attorney for Defendants.

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Petition
No 6850.

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Please continuance 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 Term on the 10th day of September in The year of Our Lord One Thousand eight hundred and ninety four.

Be it remembered that herebefore on the 5th day of March A.D. 1892 Garnest L. Stinson filed in the Clerk's office of The said Court of Common Pleas the following petition against Albert Southard et al. To wit.

Garnest L. Stinson Plaintiff.

v.

Albert Southard, Almilda Whitehill
Clencia Cook and Sylvester
Stinson. Defendants.

The following Petition was filed
March 5th 1892.

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

Petition
No. 6850.

The Plaintiff says: that he is one of the children and heirs at law of Margaret Stinson, late of said County who died intestate on the first day of January 1872. That about the year 1859 the said Margaret was then the wife of Joseph Southard, and by and with her separate means and money she purchased a tract of land lying partly in the Counties of Logan and Union, and that she intended to take the title in her own name, but that she sent her husband to transact the business for her and he agreed to see that the deed for said lands was made to her but without her knowledge or consent and contrary to his agreement he caused the legal title to said lands to be conveyed to himself. The said Margaret was dissatisfied with this, and it was agreed between her and her husband that she should sell said land and reinvest the proceeds in lands to be conveyed to her. That shortly after she sold said lands and with the proceeds and other means which she had bought of one George Davis a tract of 54 Acres of land in said County of Union, described as follows: Geo. Davis Jr. to Jas Southard Book - 24: Page 143. Situated in The County of Union in The State of Ohio. Part of Survey 6154: Beginning at a bur oak and two elms S. & E. The original corner to said Survey, Thence until original east line Thence North 70. East 111 poles to three beeches; Thence North 80. 30. West 77 poles and 21 links to a stake in a pond. Thence South 70 West 111 to a stake in the South original line of said Survey, witness by a beech; Thence with said line South 80. 30. East 77 poles and 21 links to the beginning containing 54 Acres more or less. Also a parcel of land situated in The Counties of Logan and Union part of Survey 6154 beginning at the South West corner of the above tract land running West with the line of Logan and Benedict to the center of a County road 40 poles in length running one pole South and one pole North of said line, making a piece of land 2 poles wide and 40 poles long, 50 poles more or less. Said deed was dated on the 12th day of October 1861 and is recorded in book 24 page 143. of the record

of deeds for said County of Union. The said Joseph Southard was again involved with the transaction of the business and agreed that said George Davis should convey said lands to the said Margaret. This was in the month of October 1861, and notwithstanding his agreement with said Margaret said Joseph Southard caused the legal title to said last named tract to be conveyed to him and he then went into the army and promised his wife that he would make her a deed for said land but he died in a short time, intestate and without conveying the legal title to his wife as he had agreed. The said Margaret had then three children by said Joseph Southard, they being the defendants, Albert Southard, Almilda Whitehill and Glimelia Cook; and the said Margaret was in possession of said land, claiming the title to the same, and she remained in possession of said land as long as she lived, declaring herself to be the rightful owner and she held the open, notorious, continuous, adverse possession of said lands from the year 1861 to the time of her death. After the death of said Joseph Southard the said Margaret married Sylvester Atkinson and the plaintiff is the only child of said marriage, shortly before her death the said Margaret leased the said lands to the plaintiff for one year which will expire Nov. 20th 1898, and the plaintiff is now in the possession of said lands under said lease. But had previously put in a foot 12 acres of wheat on said land with the consent of said Margaret which wheat is now growing on said land. The plaintiff says that the said Margaret died seized in fee simple of said lands and the only title held by said Joseph Southard was held in trust for her, on the death of said Margaret said lands descended to her children subject to said devise of Sylvester Atkinson as follows: To the plaintiff one fourth part thereof in fee simple; and to the said Albert Southard, Almilda Whitehill and Glimelia Cook each one fourth part thereof in fee, as tenants in common with the plaintiff. The plaintiff desires to hold his interest in said lands in severalty. The plaintiff further avers that the said children of said Margaret, being the defendants Albert Southard, Almilda Whitehill and Glimelia Cook, deny the right to plaintiff to the possession of said land, and are threatening to proceed against him at law before a Justice of the Peace to oust him from possession of said land, and have served a notice on him to leave said land; but the title of this plaintiff is of such an equitable nature that a Justice of the Peace would not have jurisdiction to properly determine the matter and to oust this plaintiff from the possession of said land would cause him great and irreparable injury. A suit at law before a Justice of the Peace, would only create additional litigation and would not settle the matter of title to said lands, but would cause vexatious and useless litigation. Wherefore the plaintiff prays, that the defendants Albert Southard, Almilda Whitehill

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And Glimelia Cook may be enjoined from proceeding at law against this plaintiff to obtain possession of said land until this action is determined here, and that a hearing may be had hereon, and that upon final hearing all questions of title may be determined and put at rest, and that said trust may be declared and that this plaintiff may be decreed the one fourth part of said lands, and that partition of the said lands may be made: that dower may be assigned in said lands to the said Gylbert Atkinson and subject thereto partition of said lands may be made to the parties in the parts and proportions herein set forth, and that said children of said Joseph Southard may in the mean time be enjoined from interfering with the plaintiff in his possession and enjoyment of said premises, and that his rights under said lease may be saved to him, and for all such other and further relief as may be equitable and the nature of the case may require.

Peter M. J. L. Cameron.
Attorney for Plaintiff.

The State of Ohio Union County ss.

Garnet Atkinson being first duly sworn says. The facts stated in his foregoing answers are true.

Garnet L. Atkinson.

Sworn to before me and signed in my presence this 5th day of March 1892. R. M. Gray Clerk of Court.

The following Supplemental Petition was filed July 2nd 1894.

Garnet L. Atkinson, Plaintiff. In Union County Court of Common Pleas.
vs. Albert Southard et al. Defendants. Supplemental Petition.

Now comes the Plaintiff and by leave of the Court files this his Supplemental Petition and says:

That since filing the original petition herein, the defendant Glimelia Cook has died leaving her husband James Cook who is entitled to dower in her portion of said premises, and leaving the following children her only heirs and legal representatives to wit: Archibald Cook aged 10 years, Edna G. Cook aged 7 years, Adalena B. Cook aged 6 years, William Cook aged 3 years, and an infant child born May 29th 1892. The name of which is unknown to the plaintiff, but which for the purpose of designation will be called the infant child.

The said children of Glimelia Cook are entitled to the portion of said premises that would have gone to their mother if she had lived. The same to be divided among them in equal parts. The plaintiff prays that the husband and children of said Glimelia Cook may be brought into Court by proper service and that the partition prayed for in the petition may be had, giving to the said husband of Glimelia Cook dower in her portion of said premises and to her children each an equal part in the share of said Glimelia Cook, and for all such other and further relief as may be just and the nature of the case require.

J. L. Cameron. Attorney for Plaintiff.

The State of Ohio Union County, ss. Earnest L. Atkinson being first duly sworn says the facts stated in his foregoing supplemental petition are true as he believes.

Earnest L. Atkinson
I have to before me and signed in my presence this 30th day of June 1894.
R. M. Kemp, Clerk of Court.

The following Order of Injunction was filed March 5th 1892.

Order of Injunction No. 6350.
Earnest L. Atkinson Plaintiff.
vs.
Albert Southard, Aluita Whitehill, Clemelia Cook and Infants Atkinson Defendants.
Before The Probate Judge, Union County, Ohio.
January Term, A. D. 1892.
Motion for Temporary Injunction in the Common Pleas Court.

Union County, Ohio. And now on this 5th day of March 1892, came the Plaintiff, by Jesse L. Cameron 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 Earnest L. Atkinson 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 here is allowed in this case to restrain the said Defendants from proceedings at law against this Plaintiff to obtain possession of said land until this action is determined now and that said children of said Joseph Southard may be enjoined from interfering with the Plaintiff in his possession and enjoyment of said premises, 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

Lemidas Piper, Probate Judge.

The following Bond was filed March 5th 1892.

Undertaking by Plaintiff for Injunction.
The State of Ohio, Union County, Court of Common Pleas.
Earnest L. Atkinson, Plaintiff.
vs.
Albert Southard et al., Defendant.

We bind ourselves to the said Defendant, Albert Southard, Aluita Whitehill and Clemelia Cook in the sum of one hundred Dollars that the Plaintiff Earnest L. Atkinson shall pay to the

Summons No. 6350.

Answer No. 6350.

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said defendants the damages they may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted. Witness our hands this 5th day of March 1892. Garnest L. Atkinson. Peter M. Keller.

This undertaking approved by me this 5th day of March 1892. R. W. Gray, Clerk of said Court. Summons.

The State of Ohio. Union County.

To the Sheriff of Logan County.

You are hereby commanded to notify Albert Southard Aluida Whitehill and Glendia Cook that they have been sued by Garnest L. Atkinson in the Court of Common Pleas of Union County and must answer by the 2nd day of April A. D. 1892 or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 14th day of March A. D. 1892. Witness my hand and the seal of said Court this 5th day of March A. D. 1892. R. W. Gray, Clerk.

Sheriff's fees	
\$	¢
Service	60
Mileage	2 88
Copy	48
Return	30
Total	4 26

The State of Ohio. Logan County.

Sheriff Return.

Received this writ March 7th A. D. 1892 at 8 o'clock A. M. and served same by delivering a certified copy thereof with all the endorsements thereon to Albert Southard Aluida Whitehill and Glendia Cook each personally March 7th 1892.

March 10/92 hrs. sent.

W. H. Koach, Sheriff Logan County Ohio.

Answer. No. 6350.

Garnest L. Atkinson, Plaintiff vs. Albert Southard Aluida Whitehill Glendia Cook and Sybil Lee Atkinson, Defendants.

Court of Common Pleas Union County Ohio.

Answer. No. 6350.

The defendants above named come and for their answer say they admit they are the children of Joseph Southard and his wife Margaret as alleged in said petition and claim to be the sole owners of the land in the plaintiff's petition described. They also admit the purchase of the tract first described in said petition and the purchase of said second tract but they deny all the other allegations of said petition relating to the said purchases. They admit that the plaintiff is the child of said Margaret by a marriage subsequent to the death of said Joseph Southard but they deny that plaintiff hath any interest in or to said lands except the right of emblements in the wheat sown on said land during the life of said Margaret which they neither admit or deny, not being able to state whether she sowed in said land was or was not assigned to her. They also admit that they were about to commence proceedings in forcible

detained to obtain possession of said premises as alleged. And that said Margaret remained in possession of said land after the death of said Joseph Southard the same as she was in possession thereof before his death but they say that Joseph Southard made his will and devised to his said widow during her life the said land which will she did not have probated but as the defendants are informed and over she decedent. All of the other allegations of said petition are denied by said defendants.

The said defendants by way of Cross-Petition aver that they are the legal owners, seized in fee of the lands in said Petition described and are entitled to the possession of the same ever since the 1st day of January 1892 and the plaintiff doth unlawfully detain from said defendants and ever since the 1st day of January 1892 hath unlawfully detained from said defendants the possession of said lands.

Wherefore defendants pray Judgment against plaintiff that they receive Judgment against plaintiff for the possession of said land and \$- damages for the unlawful detention thereof.

Robinson & Woodburn for Defendants.

The State of Ohio.

Union County.

D. C.

R. L. Woodburn being duly sworn deposes and says that he is one of the Attorneys in the above cause and believe the allegations of the foregoing answer are true and the defendants are non-residents of said County of Union and absent therefrom.

R. L. Woodburn.

Sworn to before me and signed in my presence this 30th day of March, 1892. (Seal) R. M. Groff, Clerk.

The following answer of Defendants was filed March 30th, 1892.

Answer of Garnett L. Robinson, Defendant vs. Albert Southard et al. No. 6350.

Court of Common Pleas. Union County Ohio. Answer.

The defendants above named came and for their answer say they admit they are the children of Joseph Southard and his wife Margaret as alleged in said petition and claim to be the sole owners of the land in the plaintiff's petition described. They also admit the purchase of the tract first described in said petition and the purchase of said second tract but they deny all other allegations of said petition relating to the said purchases they admit that the plaintiff is the child of said Margaret by a marriage subsequent to the death of said Joseph Southard but they deny that plaintiff hath any interest in or to said lands except the right of emblements in the wheat sown on said land during the life of said

Motion No. 6350.

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Margaret which they neither admit or deny, not being able to state whether her dower in said land was or was not assigned to her. they also admit that they were about to commence proceedings in forcible detainer to obtain possession of said premises as alleged and that said Margaret remained in possession of said land after the death of said Joseph Southard. The same as she was in possession thereof before his death but they say that Joseph Southard made his will and devised to his said widow during her life the said land which will she did not have probated but as the defendants are informed and are she destroyed, all of the other allegations of said petition are denied by said defendants.

2nd The said defendants by way of cross petition aver that they are the legal owners seized in fee of the land in said petition described and are entitled to the possession of the same ever since the 1st day of January 1892 and the Plaintiff doth unlawfully detain from said defendants and ever since the 1st of January 1892 hath unlawfully detained from said defendants the possession of said land. Whereby Defendants pray Judgment against plaintiff that they receive Judgment against plaintiff for the possession of said land and \$ Damages for the unlawful detention thereof. Atkin and Southard

Robinson & Woodburn, Atty for Defs.

The State of Ohio.

S. C.

Union County.

R. L. Woodburn being duly sworn deposes and says that he is one of the Attorneys in the above cause and believe the allegations of the foregoing answer are true and the Defendants are non residents of said County of Union and absent therefrom.

R. L. Woodburn.

Sworn to before me and signed in my presence this 30th day of March 1892.

R. M. Gray, Clerk.

The following Motion was filed April 16th 1892.

Motion
No. 6350.

Garnest L. Atkinson. | In the Court of Common Pleas of
vs. | Union County Ohio.
Albert Southard et al. | Motion No. 6350.

The plaintiff moves the Court for an order striking out of the answer of the defendants as incontinent and prejudicial matter the following words "but they say that Joseph Southard made his will and devised to his said widow during her life the said lands, which will she did not have probated, but as the defendants are informed and are she destroyed."

J. L. Gammon & R. Keller.
Attorneys for Plaintiff.

The following Motion was filed September 13th 1892.

Motion by Earnest L. Atkinson vs. Albert Southard et al. Court of Common Pleas Union County Ohio. Motion by Defendant

No. 6350.

The defendant move the Court to make an order in this case requiring plaintiff to give an undertaking in at least the sum of two hundred dollars as an injunction bond with additional securities for the reasons following.

- 1st The security on the \$100 Bond already given is not good and
- 2nd The amount of said undertaking for \$100 is not sufficient in amount to indemnify defendant for the loss of the use of the real estate mentioned and for the costs that have and may accrue.

Robinson and Woodburn and Southard and Aiken. Attorneys for Defendants.

The following Entry was filed July 2nd 1894.

Entry by Earnest L. Atkinson vs. Albert Southard et al. No. 6350.

On motion of the plaintiff and it being shown to the satisfaction of the Court that since this action was commenced Blimbia Cook one of the defendants in this case has died intestate leaving James Cook her husband and Archibald Cook, Edna S. Cook Adalena B. Cook, William Cook and an unnamed infant child her only heirs at law and legal representatives. And it being further made to appear to the satisfaction of the Court that the place of residence and Post Office address of said James Cook each of said children are well known to the plaintiff and cannot with reasonable diligence be ascertained. It is ordered that said husband and children of said Blimbia Cook be made parties thereto and that service be made on them according to law. And the plaintiff has leave to file supplemental petition herein instant.

The following Affidavit was filed July 2nd 1894.

Affidavit by Earnest L. Atkinson vs. Albert Southard et al. Court of Common Pleas Union County Ohio. The State of Ohio Union County S. S.

No. 6350.

Earnest L. Atkinson being first duly sworn says that he is the plaintiff in the above case and that he has and due diligence to find the place of residence and Post Office address of Archibald Cook Edna S. Cook, Adalena B. Cook, William Cook and the infant

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Entry No. 6350.

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Motion Injunction an account with

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child of Glimetia Cook but he is unable to learn the place of residence or Post Office address of either of them, and that the residence and Post Office address of each of them is to him unknown. Affiant has enquired of the neighbors and relatives and all persons within his knowledge that would be likely to know but he has failed to find either of them. The residence and post office address of said James Cook is also unknown to Affiant and he has used the same diligence to ascertain the same. This action is for partition of land in Union County Ohio. And the Affiant desires to make service by publication. And further saith not.

Earnest L. Atkinson.

Sworn to before me and signed in my presence this 30th day of June 1894. R. M. Gray, Clerk.

The following Entry was filed January 27th 1898.

Entry. No. 6350.

Earnest L. Atkinson. vs. Albert Southard et al. No. 6350.

This day came on this cause to be heard on the motion of defendants to require plaintiff to give an additional Injunction Bond upon the Court order the plaintiff to give an additional Injunction Bond to secure the costs of the bond with surety approved by the Clerk.

Undertaking by Plaintiff for Injunction.

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

Earnest L. Atkinson. Plaintiff. vs. Albert Southard et al. Defendant.

We bind ourselves to the said defendants named in the petition in the sum of One Hundred Dollars that the plaintiff Earnest L. Atkinson shall pay to the said defendant the damages they may sustain by reason of the injunction in this action, if it be finally decided that the said injunction ought not to have been granted. Together with the value of the use of said land. Witness our hands. This 18th day of April 1894.

E. L. Atkinson L. R. Robson.

This undertaking approved by me. This 18th day of April 1894. R. M. Gray, Clerk of said Court.

Legal Notice.

J. L. Gammon, Attorney. James Cook, Archibald Cook, Edna G. Cook, Cordelia Cook, William Cook. And the infant child (name unknown) of Glimetia Cook, deceased.

are hereby notified that Garnest L. Atkinson has filed his petition and supplemental petition against them and others in the Court of Common Pleas of Union County, Ohio, in Case No. 6350 setting forth that he is one of the children of Margaret Atkinson, late of said County deceased. That said Margaret Atkinson was formerly the wife of Joseph Southard, by whom she had three children, one of them being Olimelia Cook, mother of the above named defendants, except James Cook, who was her husband. It is alleged in said petition that the said Margaret Atkinson with her own means purchased certain lands described therein, but the title thereto was wrongfully conveyed to her then husband Joseph Southard. That said Joseph Southard held said lands in trust for said Margaret and that she died intestate having the equitable title to said lands and that they descended to her children subject to the dower of said Sylvester Atkinson. Said lands are described as follows: Situate in the County of Union and State of Ohio, part of survey No. 6154, beginning at a Bee Oak and two stakes south east corner to said survey: Thence north 70 East 111 poles to three beches: Thence north 80 30 West 77 poles and 21 links to a stake: Thence South 70 West 111 poles to a stake in the South line of the survey: Thence with said line South 80 30 East 77 poles and 21 links to the beginning, containing 54 Acres. Also a strip of land beginning at South west corner of the above tract and running west with the line of Lorain and Benedict to the center of the County road 40 poles in length and two poles wide. The above line being the center. The prayer of said petition is that said trust be declared and that dower in said lands may be assigned and partition ordered to the plaintiff one fourth part, and the children of Olimelia Cook each one twentieth part, subject to the dower of their father, James Cook, and to Albert Southard and Almilda Whitefield each one fourth part. The said defendants are required to answer the said petition and supplemental petition on or before the 15th day of September, 1894.

July 25th 1894. Garnest L. Atkinson.

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 Mansfield Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with July 25th 1894.

W. B. Shearer.

Sworn to and subscribed before me, this 30th day of August 1894

Printers Fees \$21.00

J. M. Conell Clerk.

Reply No. 6350.

Garnest L. Atkinson

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Entry No. 6350.

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The following Reply was filed December 4th 1894.

Reply
No. 6350.

Garnest L. Atkinson. | The State of Ohio Union County S.S.
vs.
Albert Southard et al. | In the Court of Common Pleas.
Reply.

The plaintiff in reply to the answer of the children of Glimelia Cook says that said Margaret Atkinson went into the possession of the lands described in the petition at the time of the purchase thereof and then supposed the title had been taken in her name and she remained in possession of said lands until her death claiming the above possession thereof as alleged in the petition. And she did not learn the fact of the title being in her husband until shortly before her death. The said Glimelia Cook and the other children of said Joseph Southard became of full age long before the death of said Margaret and well knew that she claimed both the title and the possession of the said land. And she acquiesced in said claim. And made no claim against her during her life time. so that an action on her part was unnecessary and the plaintiff deny that her right is barred by laches whereas plaintiff says as he has prayed in his petition.

P. Keller and J. L. Gamron.
Attorneys for Plaintiff.

The State of Ohio Union County S.S.

Garnest L. Atkinson

sworn says the facts

stated in his foregoing reply are true as he believes

G. L. Atkinson.

Sworn to before me and signed in my presence this 4th day of December 1894.

J. N. Gosnell Clerk.

The following Entry was filed December 4th 1894.

Entry.
No. 6350.

Garnest L. Atkinson. | Entry
vs. | No. 6350.
Albert Southard et al.

This day came this cause on to be heard upon the pleadings and evidence on consideration whereof the Court finds the equity of the case to be with the plaintiff and that said Margaret Atkinson at the time of her death was the equitable owner in fee of the premises in the petition described. and that she died intestate. and that subject to the dower of her husband Sylvester Atkinson. said land descended to the heirs of said Margaret Atkinson as follows to the plaintiff one fourth part thereof in fee and to the defendants Albert Southard, Abigail Whitehill and Glimelia Cook each one fourth part thereof in fee and that said Sylvester Atkinson is entitled to dower in said lands. The Court further finds that since this action was commenced that said Glimelia Cook has died leaving James Cook her husband. who is entitled to dower of her portion of said lands. and that

subject to said dower said share of Glimetia Cook descended to her heirs as follows to Archibald Cook, Edna G. Cook, Adalena B. Cook, William Cook and an infant child of Glimetia Cook, whose name is unknown in equal parts. The Court further finds that said James Cook and all the children of said Glimetia Cook have been made parties thereto and duly and legally notified and that a guardian *ad litem* has been legally appointed for said minors, and proper answers filed for them. The Court further finds that the plaintiff has had the use and enjoyment of said premises since the death of said Margaret Atkinson and he should pay the other heirs thereof the sum of two hundred dollars to be divided among said heirs in proportion to their respective interest. And that said sum of two hundred dollars be and the same is made a charge upon the interests of said plaintiff in said lands in favor of the other heirs of said Margaret Atkinson and no reason appearing why partition should not be made.

It is therefore adjudged and decided by the Court that Sylvester Atkinson be endowed of one full equal third part of said premises and that subject thereto partition of said estate be made; and that an order issue to the Sheriff of said County of Union commanding him that by the oaths of L. B. Harvey, Amos Hamy and Wesley Whitman three judicious and disinterested free holders of the vicinity who are not heirs to either party and who are hereby appointed Commissioners for that purpose he cause to be set off and assigned such dower to the said Sylvester Atkinson and James Cook according to law, and that by the oaths of said Commissioners he cause to be set off and divided to the said plaintiff and to each of the said defendants the parts and proportions of the said estate to which they are hereunto severally found entitled to wit:

1st. Dower in all said lands to said Sylvester Atkinson.

2nd. Subject to the dower of Sylvester Atkinson to the plaintiff one fourth part of said lands.

3rd. Subject to the dower of Sylvester Atkinson to Albert Southard one fourth part of said lands.

4th. Subject to the dower of Sylvester Atkinson to Adalena Whitehill one fourth part thereof.

5th. Subject to the dower of Sylvester Atkinson to James Cook dower in the remaining fourth part of said land.

6th. Subject to the dower of Sylvester Atkinson & James Cook as aforesaid to Archibald Cook, Edna G. Cook, Adalena B. Cook, William Cook and the unnamed infant child of Glimetia Cook each one twentieth (20th) part of said premises.

It is further ordered that if in the opinion of the said Commissioners said premises can not be divided by metes and bounds without injury to the value thereof they appraise the same, both subject to and free from the dower aforesaid.

And if his proceedings herein the said Sheriff is ordered to make due return without unnecessary delay.

The defendant gave notice of appeal and the Court fixes the bond for appeal at \$100.

Answers.
No. 6350.

Garnest.

Albert

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No. 6350

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The following Answer was filed December 17th. 1894.

Answer. No. 6350.

Garnest L. Atkinson vs. Albert Southard et al. Court of Common Pleas Union County Ohio. Answer of The heirs of Glimelia Cook deceased.

Now come The defendants Archibald Cook Edna G. Cook Adalena B. Cook Wm Cook and Cook The heirs of Glimelia Cook died by J. W. Robinson Their guardian ad Litem duly appointed and for Their answer say they deny that the plaintiff is the owner of any part of the real estate in said petition described and say that as heirs of said Glimelia Cook deceased are the owners of the said part of said lands as heirs of Joseph Southard - further deny each allegation of the said petition of the plaintiff.

2nd Defense.

The said defendants say further second defense that the alleged equitable title of the said plaintiff is a state equity by reason of the facts following to wit. said alleged title was obtained by said Joseph Southard for Geny Davis on the 12th of October 1861 Book 24 Page 143. Union County Deed Record - that said Joseph Southard died March 4th. 1864 and the right of action of said Margaret Southard (Atkinson) accrued more than twenty one years prior to the commencement of this action and the title to the property alleged to have been first purchased by the means of said Margaret Southard was obtained by Joseph Southard March 15th. 1859. being twenty three years prior to the commencement of this action. Wherefore Defendants say said alleged claiming the plaintiff is stale and is barred by the Statute of limitation.

Aikin and Southard Robinson and Woodburn Attorneys for Defendants

The State of Ohio vs. Union County

J. W. Robinson being duly sworn deposes and says the said heirs of Glimelia Cook deceased are all minors under the age of majority and the allegations of the foregoing answer are as he believes true.

J. W. Robinson.

Sworn to before me and signed in my presence by J. W. Robinson this 4th day of December 1894. J. H. Conell Clerk.

Entry No. 6350

Garnest L. Atkinson vs. Albert Southard et al. The following Entry was filed December 4th. 1894.

It appearing to the Court that Archibald Cook Edna G. Cook Adalena B. Cook William Cook and the unnamed infant child of Glimelia Cook are all minors under the age of fourteen years and that they have been duly and legally notified of the filing and pending of the petition in this case by publication according to law. on motion of plaintiff it is ordered by the Court that

James W. Robinson be and he is here by appointed Guardian for this suit for said minor defendants.

And now comes the said James W. Robinson and in open Court accepts said appointment and files his answer on behalf of said infants =

The following Writ of Partition and Dower was filed January 16th 1896.

The State of Ohio.

Union County S.S.

To the Sheriff of said County -- Greeting:

We command you, that without delay, by the orders of L. B. Garney, Amos Garney and Neoley Schidman you cause to be set off and assigned to Sylvester Atkinson widow of Margaret Atkinson, late of said County, deceased, one full equal third part of the Real Estate hereinafter described: and that in like manner, by the like orders of the same men, you cause partition to be made of the following Real Estate, situate in the County of Union State of Ohio, part of Survey 6164. Beginning at a Elm Oak and two Stems S.E. the original corner to said Survey, thence until original East line thereof North 70 East 111 poles to three Beeches: thence North 80. 80 West 77 poles and 21 lbs to a stake in a pond: thence South 70 West 111 to a stake in the south original line of said Survey, witness by a box to: thence with said line South 80. 30 East 77 poles and 21 lbs to the beginning containing 54 Acres more or less.

Also a parcel of land situated in the Counties of Logan and Union part of Survey 6164 beginning at the south west corner of the above tract and running west with the line of Logan and Benedict to the center of a County road 40 poles in length running one pole South and one pole North of said line making a piece of land 2 poles wide and 40 poles long. 80 poles more or less.

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

- To Earnest L. Atkinson one fourth part.
- To Albert Southard " " part.
- To Amanda Whitehill " " part.
- To James Cook Dower in remaining one fourth part.
- To Subject to the Dower of Sylvester Atkinson and James Cook.
- To Archibald Cook one twentieth part.
- To Edna Cook " " part.
- To Atalina B. Cook " " part.
- To William Cook " " part.
- To The unnamed infant child of Clémelia Cook's part.

And if, in the opinion of the said Commissioners, said premises can not be divided by metes and bounds without manifest injury to the value thereof, you cause them to appraise the

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same both subject to, and also free from the dower of the said
 Sybilster Atkinson 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
 Garnet L. Atkinson, Plaintiff and Albert Southard, Alvidas Whitehill
 Clemens Cook, and Sybilster Atkinson are Defendants; and that
 your proceedings in the premises you do 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 Mauprille this 26th day of December, A. D. 1894.

J. N. Howell, Clerk.
 Sheriff's Return.

Sheriff's Fee	\$	¢
Service	25	
Mileage	3	04
Executing Writ	1	00
Examining Com	25	
Report Com	25	
Return	25	
Total	8	04

Commissioner's Fee	\$	¢
L. B. Harny	1	00
Amos Harny	1	00
Neely & Shidmore	1	00
Total	3	00

As commanded by the foregoing Writ of Partition and
 Dower, I have executed the same by the acts of
 L. B. Harny, Amos Harny, J. Neely & Shidmore
 causing Dower to be assigned to Widow of deceased,
 and partition to be made of the premises in said
 Writ described; and the said Commissioners
 being of the opinion that the said premises
 can not be divided without manifest injury,
 I have caused the same to be appraised; all of
 which will more fully appear by reference to the
 report of the said Commissioners, herewith returned.
 Given under my hand this 15th day of January,
 A. D. 1895.

Wm. G. Snodgrass, Sheriff.



Description.

Situated in the State of Ohio, County of Union, Township of York, and part of Survey No. 6154, bounded and described as follows: Beginning at a stone at the south-east corner of said Survey No. 6154: Thence with the east line of said Survey N. 10 deg 15 min. E. 111 poles to a stone at the south-east corner of the Benedict's lands: Thence with the south line of said Benedict's lands N. 79 deg 45 min. W. 77 84-100 poles to a stone at the North-east corner of L. S. Drake's lands: Thence with the east line of said Drake's lands S. 10 deg. 15 min. W. 111 poles to a stone in the south line of said Survey: Thence with said Survey line S. 79 deg. 45 min. E. 77 84-100 poles to the place of beginning, containing fifty four (54) Acres, more or less. Also a lane-way situated in the Counties of Logan and Union and in Surveys No. 6154 and 6155: Beginning at the South-west corner of the above described tract: Thence with the line between said Surveys N. 79 deg 45 min W. 40 poles to the Benedict-Grand Road, extending one pole North, and one pole South of said line, making a piece of land two poles wide and fifty poles long, containing one half (1/2) Acre more or less.

Commissioner's Report.

Garnest L. Atkinson. | Union County. ss.
 Against | Court of Common Pleas.
 Albert Southard et al. | In Partition and Dower.

According to the command of the Writ of Partition and Dower in the 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, find that Dower to Sylvester Atkinson cannot be assigned by meter and bounds without manifest injury to the value of said premises: we find the annual rental of said premises to be \$100 and we assign one third of the same, being \$33.33 per annum to said Sylvester Atkinson in lieu of his dower. And upon actual view of the premises, we are of opinion that the said lands can not be divided without manifest injury, and we do estimate the value of the same, subject to the said Dower estate at — \$1035.50 and free from said Dower estate at — 1362.50
 Given under our hands this 10th day of January, A.D. 1895.
 L. B. Harvey, Amos P. Harvey, J. Wesley, S. Kidmore Commissioners.
 G. L. Atkinson.

Or.
 Albert Southard et al. | January 9th To L. B. Harvey looking up meter records etc 1/2 da \$ 1.00
 " 10th same Surveying etc. 1 da \$ 4.00
 " 12th same calculations, plat description and Commissioner return etc 3/4 da \$ 3.00
 " 10 G. L. Atkinson chaining etc \$ 1.00
 January 10th To J. M. Skidmore Commissioner \$ 1.00 Jan 10th A. P. Harvey \$ 1.00
 January 10th To L. B. Harvey Commissioner \$ 1.00. Total \$ 12.00
 For continuation of this record see page 528.

Please
 and for
 The Court
 Honorable
 September
 Our Lord

October A.
 Common

Petition
 No. 6816.

Joseph. T.
 William T.
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Please continuance and held at the Court House in Mansville within and for the County of Union in the Eastern Judicial District of 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 10th day of September in the year of Our Lord one thousand eight hundred and ninety four.

Be it remembered that heretofore to wit on the 17th day of October A.D. 1894 Joseph Morse filed in the Clerk's office of the said Court of Common Pleas the following Petition Against Wm. H. Cunningham to wit:

Petition No 6816.

Joseph. Morse. Plaintiff. Union County Court of Common Pleas. Vs. William H. Cunningham. Defendant. Petition. 1st Cause of Action.

Plaintiff says he is the owner and holder of the following promissory note a copy of which is hereto attached marked "A" and that he was sued by the said Wm. H. Cunningham and was compelled to pay the same and that there remains due on said note to wit:

\$50.00 Mansville Ohio. September 28th. 1888. One year after date we or either of us promise to pay to H. G. King or order the sum of fifty Dollars with eight per cent interest until paid for value received. Signed Wm. H. Cunningham and Joseph Morse.

Plaintiff says that he paid said note as said surety and that no part of the same has ever been repaid him and that there is now due him from said Wm. H. Cunningham the sum of fifty Dollars with interest from September 28th 1888.

Upon said note is the following Indorsement. I hereby assign the within note to Miss Belle Mitchell Sept 27th 1888. H. G. King.

Second Cause of Action. Said plaintiff says further for Second Cause of Action that he is the owner and holder of the following promissory note to wit: \$87.00 Mansville Ohio. May 16th 1892.

Ninety days after date as principal Debtor we jointly and severally promise to pay to the Peoples Bank or order at Mansville Ohio Eighty Seven Dollars for value received. (Power of Attorney to confess here)

Witness our hands and seals this 21st day of May 1892. Wm. H. Cunningham and J. L. Buckley.

Upon the above note on the following Indorsement. Received on the within note July 22nd 1893 \$18.00 for value received we assign the within to J. L. Buckley without recourse - Peoples Bank C. S. Chapman.

Also the following Indorsement I herewith assign the within note to Joseph Morse. October 17th 1894. J. L. Buckley.

That he purchased the same from said J. L. Buckley for a valuable consideration and that there Exhibits A + B.

Yak. my emolenti 79 Cleg 2's me of w. from Court in tract: in hole land new in Fri. upon more best d of the re in we are ut 93- essionar. de 1/2 da \$1.00 \$4.00 to him 1/2 da \$3.00 \$1.00 my \$1.00 500

Wauville Ohio September 28th 1888.

One year after date We or either of us promise to pay To J. King or order the sum of fifty Dollars with eight per cent interest until paid for value received (Signed) W^m H. Gunningham & Joseph Morse.

With this Indorsement I hereby assign the within note to Miss Belle Miterell
September 29th 1888 To J. King.
Exhibit "10"

857²²

Wauville Ohio May 16th 1892.

Twenty days after date as principal debtor We jointly and severally promise to pay to the Peoples Bank a note at Wauville Ohio Eighty Seven Dollars for value received and we hereby dispense with the demand of payment of this note and authorize any attorney at law to appear for us or either of us at any time after the same shall become due in any Court of Record in the State of Ohio, or elsewhere and waive the issuing and service of process, and confess judgment against us or either of us in favor of the holder or holders of this note for the amount of said note with eight per cent interest payable annually after the same shall become due together with costs of suit and release all errors and waive all rights of appeal in this behalf. Witness our hands and seals this 21st day of May 1892.

W. H. Gunningham. (Seal)

J. L. Buckley. (Seal)

Upon Exhibit "13" on the following indorsements received on the within note 22nd 1893 \$187²² also for value received we assign the within note J. L. Buckley without recourse Peoples Bank G. S. Chapman (also) Gunningham assigns the within note to Joseph Morse Oct 17th 1892. J. L. Buckley.

remains due the plaintiff on said note the sum of Eighty Seven Dollars with interest thereon for the 14th day of August A.D. 1892 at the rate of eight per cent.

Plaintiff therefore prays for a judgment against said W^m H. Gunningham for the sum of Fifty Dollars with interest thereon from September 28th 1888 at the rate of eight per cent.

Also on the sum of Eighty Seven Dollars with interest from the 14th day of August A. D. 1892 at 8% per annum less eighteen Dollars from July 22nd 1893 payable annually and for all proper relief in the premises

J. M. Kennedy, attorney for Plaintiff.

The State of Ohio Union County S. D.

Joseph Morse being duly sworn says the fact and allegations of the foregoing petition are as he believes true.

Joseph Morse.

Sworn and subscribed by the said Joseph Morse before me this 19th day of October A. D. 1894.

J. N. Howell Clerk of Court.

To the Clerk Issue summons and writ of attachment to Sheriff of Union County against W^m H. Gunningham returnable according to law for the sum of Fifty Dollars with interest thereon at the rate of eight per cent from Sept 28th 1888. Also on the sum of (\$87²²)

Eighty Dollars
paid July
and with
Fifty Dollars
17th 1888
payable
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Affidavit
No. 6816.

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Affidavit
for
Publication
No. 6816.

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Eighty Seven Dollars with eight per cent payable annually less \$18.00 paid July 22nd 1893. from May 16th 1892. Also Issue summons and writ of attachment to Sheriff of Allen County Ohio for the sum of fifty Dollars with eight per cent from Sept 28th 1888 also for the sum of (\$87.00) Eighty Seven Dollars with eight per cent interest payable less \$18.00 paid July 22nd 1893. from May 16th 1892 all returnable according to Law.

J. M. Kennedy, Attorney for Plaintiff.

The following Affidavit was filed October 19th 1894.

Affidavit No. 6816. Joseph Morse, Plaintiff. vs. William H. Gunningham Def. Union County Ohio. Court of Common Pleas. Affidavit for Attachment.

Joseph Morse the plaintiff herein makes that he is commencing herewith a Civil Action in this Court against said W^m H. Gunningham that his said action is for the recovery of money upon a debt owing upon two promissory notes that said claim is just that the amount which this affiant believes the plaintiff ought to recover is fifty Dollars with eight per cent from Sept 28th 1888. and on Eighty Seven Dollars with interest payable annually from August 16th 1892. and that the defendant W^m H. Gunningham is a non resident of Union County Ohio and that he left the County of his residence to avoid the service of a summons and so conceals himself that a summons can not be served upon him: and further affiant saith not the affiant Joseph Morse swears that the facts stated in the foregoing Affidavit are true.

Joseph Morse.

Sworn to and subscribed by Joseph Morse before me this 19th day of October. A.D. 1894.

J. N. Cornell Clerk of Courts.

To the Clerk: Issue writ of Attachment in above case to Sheriff of Union and Allen Counties Ohio returnable according to Law. J. M. Kennedy, Attorney for Plaintiff.

The following Affidavit for Publication was filed Oct 19th 1894.

Affidavit for Publication No. 6816. Joseph Morse, Plaintiff. vs. W^m H. Gunningham, Defendant. Union County Court of Common Pleas. Affidavit for Publication.

Joseph Morse the above named plaintiff makes solemn oath that service of summons can not be made upon the said defendant William H. Gunningham in the State of Ohio that his place of residence is unknown to this plaintiff and cannot be ascertained by reasonable diligence that in this case an order of attachment has been issued in this case and levied upon the property of said William H. Gunningham which property is sought by such

proceedings in attachment to be appropriated toward the satisfaction of such judgment as the plaintiff may obtain against said W^m H. Gunningham in this action and further Affiant saith not.

Joseph Morse.
 Given to and subscribed before me this 19th day of October, A.D. 1894.

J. N. Gosnell Clerk of Court.

The following Summons was filed October 23rd 1894.

Summons
 No 6816.

The State of Ohio. | To the Sheriff of Said County.
 County, S. S.

You are here by commanded to notify W^m H. Gunningham that he has been sued by Joseph Morse in the Court of Common Pleas of Union County, and must answer by the 17th day of November A. D. 1894, or the petition of the said plaintiff will be taken as true and judgment rendered accordingly. You will make due return of this summons on the 29th day of October 1894.

Witness my hand and the seal of said Court this 19th day of October A. D. 1894.

The State of Ohio.

County

Sheriff's Return.

Sheriff's fee	2
Mileage	82
Copys	15
Total	99

Received This writ October 20th A. D. 1894 at 11 o'clock A. M. and served same by the within named W^m H. Gunningham not found in my County.

W^m E. Snodgrass Sheriff.

The following Order of Attachment was filed Oct 23rd 1894.

The State of Ohio.

Union County S. S.

Court of Common Pleas.

Joseph Morse Plaintiff.

vs.
 W^m H. Gunningham Deft.

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 W^m H. Gunningham in your County not exempt by law from being applied to the payment of the claims of the Plaintiff Joseph Morse or so much thereof as will satisfy his claim for the sum of fifty Dollars with interest thereon at the rate of eight per cent from Sept. 28th 1888 - also another sum of \$87⁰⁰ with 8 per cent payable annually from May 16th 1892, less \$18⁰⁰ paid July 22nd 1898. And also for fifty Dollars the probable cost of this action. You will make due return of this Order on the 29th day of October A. D. 1894.

Witness my hand and the seal of said Court, this 19th day of October A. D. 1894.

J. N. Gosnell Clerk.

Sheriffs fee

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 Copies
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Total
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Sheriff's Return.

Sheriff's fees	8	25
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Mileage		32
Sum. Appr's	1	20
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Return		25
Wage to Jac		25
Total	2	97
Appraisers fees	3	00

Office, Sheriff, Union County, Ohio: Oct 20th A. D. 1894.
 Received this order on the 20th day of October A. D. 1894. and in obedience to the command thereof I did on the 22nd day of Oct A. D. 1894, in the presence of A. S. Turner and J. H. Shirk 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 laws 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".

Situated in the Township of Paris County of Union State of Ohio and bounded and described as follows Part of Survey No. - and in the incorporated Village of Mansville beginning at a stone in the center line of Military Street extended South and in the South line of S. P. Lee's Addition to said Village thence South 2° 5' West with the center line of said street 40th poles to the North line of lot No 9 of subdivision of John Markotte's estate thence with the south line of said lot No 9 north 86° West 21⁴⁰/₁₀₀ poles to a point in the center line of East Street extended south thence with said line north 2° East 40th poles to the line of S. P. Lee's said Addition thence with the South line of said Addition South 86° East 21⁴⁰/₁₀₀ poles to the beginning containing 5²/₅ Acres.

Schedule "A."

Mr. W^m E. Snodgrass Sheriff of Union County, and A. S. Turner and J. H. Shirk two freeholders of said county, do hereby inventory and appraise the property attached under the foregoing order, as the property of W^m H. Gunningham appraised at Six hundred and fifty (\$650⁰⁰) Dollars Given under our hands this 22nd day of October A. D. 1894.

W^m E. Snodgrass Sheriff.
 A. S. Turner.
 J. H. Shirk.

The following summons was filed October 23rd 1894.

The State of Ohio. | To the Sheriff of
 County S. S. | Allen County Ohio.

You are hereby commanded to notify W^m H. Gunningham that he has been sued by Joseph Morse in the Court of Common Pleas of Union County, and must answer by the 17th day of November A. D. 1894, or the petition of the said plaintiff will be taken as true, and judgment rendered accordingly. You will make due return of this summons on the 29th day of October 1894. Witness my hand and the seal of said Court, this 19th day of October. A. D. 1894.

J. H. Gornell Clerk.

The State of Ohio.
Allen County.

Sheriff's Return.

Sheriff's Fee	\$	0
Service & Return	25	
Mileage	1	60
Copy		25
Docket & Postage		15
Total	\$	25

Received this writ October 20th A.D. 1894. at 10 o'clock A.M. and I return this writ this 22nd day of October A.D. 1894 not served. The within named defendant Wm. H. Cunningham not found in my bailiwick Aaron Fisher Sheriff.
By B. D. Fisher, Deputy.

The following Order of Attachment was filed Oct 23rd 1894.

The State of Ohio.
Union County, ss.

Court of Common Pleas.

Order of Attachment. Joseph Morse, Plaintiff. vs. Wm. H. Cunningham, Dft. No. 6816.

To the Sheriff of Allen 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 Wm. H. Cunningham in your County not exempt by law from being applied to the payment of the claims of the plaintiff Joseph Morse, or so much thereof as will satisfy his claim for the sum of fifty dollars with interest at the rate of 8 per cent from Sept 28th 1888 and 87th with 8 per cent interest payable annually from May 16th 1892 less \$18⁰⁰ paid July 22nd 1893 and also for fifty dollars the probable cost of this action. You will make due return of this order on the 29th day of Oct. A.D. 1894. Witness my hand and the seal of said Court, this 19th day of October A.D. 1894.

J. N. Gravel & Co.

Sheriff's Fees	\$	0
Service	25	
Copies	50	
Mileage	1	60
Sum. Apprs	1	00
Swear	1	00
Return	25	
Docket	50	
Total	\$	10
Appraisals for	2	00

Sheriff's Return.

Office, Sheriff, Allen County, Ohio.
October 25th A.D. 1894.

Received this return on the 20th day of October A.D. 1894, and in obedience to the command thereof, I did on the 20th day of October A.D. 1894, in the presence of Samuel L. Williams and Peter Sawyer 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 oaths 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 of said Schedule 'A' and on said 20th day of October A.D. 1894, I procured a copy (duly certified) of this writ on the premises attached and described in Schedule 'A' No goods or chattels found to attach.

Entry No. 6816.

Legal Notice.

Mr. Aaron Peter Sa... The prop... And here... The un... east sp... right... Given...

The... Joseph... William...

This day... default... petition... indebted... three... plaintiff... Throu... \$... Union... attached... Court.

Joseph... William... defendant... on the 19th... Court... fifty... 28th... payable... July 2... asks J... order of... the pro... Union... The la...

Schedule A

Mr. Aaron Fickus Sheriff of Allen County, and Samuel L. Williams and Peter Sawyer, two freeholders of said County, do hereby inventory and appraise the property attached under the foregoing Order, as the property of

Wm. H. Gunningham,

and hereinafter described as follows, viz:

The undivided one half of the west part of the east half of the south east quarter of Section five (5) Township Three (3) south of range eight (8) east containing 30 acres of land more or less.

Appraised at \$375.00

Given under our hands this 20th day of October A.D. 1894.

Aaron Fickus Sheriff
Samuel L. Williams
Peter Sawyer

The following Entry was filed December 4th 1894.

Entry
No 6816.

Joseph Morse, Plaintiff. | Union County Ohio
Vs. | Court of Common Pleas
William H. Gunningham, Def. | Entry.

This day this cause came on for hearing and the defendant being in default for answer and demurrer the Court finds the allegations of the petition are confessed by the defendant to be true and that he is indebted to the plaintiff in the sum of One hundred and fifty three & 100/100 Dollars. It is therefore considered by the Court that the plaintiff recover from the defendant the sum of \$153.75 and interest thereon at the rate of 8% per annum and his costs herein taxed at \$— and it is further ordered that by the Court the Sheriff of Union and Allen Counties proceed to sell the property herein attached as by execution and make due return thereon to the Court.

J. M. Kennedy, Attorney for Plaintiff.

Legal
Notice.

Joseph Morse, Plaintiff.
Vs.
William H. Gunningham.

Legal Notice.

Joseph Kennedy, Attorney.

William H. Gunningham, the above named defendant, whose place of residence is unknown, will take notice that on the 19th day of October A.D. 1894, Joseph Morse the plaintiff in said Court, duly commenced a civil action against him for the sum of fifty dollars with interest at the rate of 8 per cent. from September 28th 1888. And on \$87.00 with interest at the rate of 8 per cent. payable annually from May 16th 1892, with a credit of \$18.00 paid July 22nd 1893. and for said sums and interest the plaintiff asks judgment against said William H. Gunningham, an order of attachment in said action has been duly issued against the property of said William H. Gunningham in the County of Union, and also upon the fee of said Wm H. Gunningham in the lands formerly the property of John Gunningham deceased.

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 Mansville this 16th day of January A. D. 1895.



J. N. Gosnell Clerk.
By J. W. A. Gosnell Deputy Clerk.

Sheriff's Return.

The State of Ohio	Received this writ the 16 th day of January A. D. 1895, and
Allen County, ss.	Thereupon I caused public notice of the time and place of sale
Service	of said Real Estate to be given for more than thirty days, (to wit:
Notice to Printers	30 five consecutive weeks) before the day of sale by advertisement in
Affidavit to Printer	30 the Times Democrat a newspaper printed in said Allen County,
Written Notice	30 and of general circulation therein, as will appear by a copy of
Mileage	16 said advertisement hereto attached.
Docket	60 And on the 23 rd day of February A. D. 1895, at the east-
Poundage	3 75 door of the Court-House in Lima Ohio, between the hours
Return	25 1 and 4 O'clock P.M. of said day, the time and place of sale
	5 91 specified in said notice I offered the within described
Allen Co. Clerk Shappell on 4/7	40 Real Estate at public auction; and there and there
Printers fees	11 25 struck off and sold the same to Joseph Morse for the
	sum of two hundred and fifty one dollar (\$251 ⁰⁰) the
	being the highest bidder, therefore and the sum bid being more than
	two-thirds of the appraised value. My fees \$13.26, Appraisers \$2.00, Clerk
Allen Co. 40	Printer \$11.25; Total \$26.91 paid Feb. 23 rd 1895; retained.

Aaron Fisher Sheriff
By J. H. Huntington Jr. Deputy

Joseph Morse

Sheriff's Sale.

Notice of publication

vs
Wm. H. Cunningham

Union Common Pleas Court:

By virtue of an order of sale issued from the Court of Common Pleas of Union County, Ohio and to me directed, I will offer for sale at the east door of the Court-House in Lima Allen County, Ohio on Saturday, February 23rd A. D. 1895; Between the hours of one o'clock and four o'clock p.m. the following described lands and tenements, situate in Jackson Township, Allen County, State of Ohio, and described as follows to wit:

The undivided one-half of the west part of the east-half of the southeast-quarter of section five (5) Township three (3) South of range eight (8) east containing 30 acres of land more or less. Subject to the life estate of Francis E. Cunningham. Appraised at \$375⁰⁰. Terms of sale - Cash.

Aaron Fisher Sheriff

X Allen County Ohio

The State of Ohio, Allen County ss:

C. B. Selfridge Jr. Being says that he is manager of the Times-Democrat, a semi-weekly newspaper printed in said County, and of general circulation throughout said County; that the notice of which the annexed is a true copy,

was for five consecutive weeks published in said newspaper, beginning on the 23rd day of February A. D. 1895,

O. B. Seftidge Jr.

Being sworn to before me, and subscribed in my presence this 23rd day of February A. D. 1895,

N. M. Shappell

Clk of Court.

Printer's Fee \$11²⁵/₁₀₀

Joseph Morse

vs
Wm H Cunningham

Common Pleas Court - Union County Ohio.

Motion.

Motion

Now comes Joseph Morse the plaintiff herein, and moves the Court for an order to correct a mistake in computation of the amount found due him of \$108.94 as shown on Journal Vol 17 Page 122 of the September term of this Court; and that the records be corrected to show the true amount of \$107.56 which which sum is the true amount of the Plaintiffs judgment in this case against the said defendant.

Joseph Morse

vs
Wm Cunningham

Union County Common Pleas Court.

Entry

This cause coming on for hearing on the Motion of the plaintiff to correct the mistake in the computation of the amount of \$108.94 for which judgment was rendered against the defendant and in favor of the plaintiff in this Court at the September term 1894. On consideration whereof the Court being fully advised in the premises find that the sum of \$108.94 as shown on Journal 17 page 122 in this case is incorrect by reason of a mistake in the computation and should be corrected to the sum of \$107.56. Therefore it is ordered and adjudged that the sum of \$108.94 with interest at the rate of 8 per cent per annum from Dec. 4th 1894, as shown on Journal 17 page 122, be and the same is hereby corrected to the true sum of \$107.56 with interest at 8% per annum from Dec. 4th 1894.

Joseph Morse

vs
Wm H Cunningham

Common Pleas Court - Union County, Ohio.

Answer and Cross Petition of George Schneider.

Now comes the said George Schneider being having been obtained of the Court and files this his answer and Cross Petition, 1st - He admits all the facts stated in plaintiffs petition. Cross Petition, George Schneider defendant says by way of answer and Cross petition that at the September 1894 term of the Common Pleas Court of Union County, Ohio this defendant duly obtained a judgment against the said defendant the said Wm H Cunningham in a certain action therein pending when this answering defendant was plaintiff and the said Wm H Cunningham it at was defendant, being Case No 6777 for the sum of Eighteen Hundred and three ⁸⁵/₁₀₀ Dollars with costs that he has recovered on said judgment the sum of \$734.70, and that there is still due and unpaid on said judgment the sum of \$368.75.

That an order of execution on the day of 189 duly issued from the Court of Common Pleas of said County of Union to the Sheriff of Allen County Ohio to advertise and sell the lands of the said Cunningham in said County that he did on the day of 1895; sell said lands to one Joseph Morse for the sum of \$ and which sum is now in this

Continued to page 584.

Demurrer to Answer & Cross petition of Phoebe Turner.

The following case No. 189 Afternoon

James.

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Entry.

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Job Scott for the Fifteen by said Turner unto the hundred 1893. An Order of

The following continuation of the case of James M. Lance Against Martin Turner. Case No. 6707. Afterward on the 11th day of September A.D. 1894. The following demurrer was filed.

Demurrer to Answer & Cross petition of Phoebe Turner. James M. Lance, Administrator, Plaintiff. Vs. Martin Turner, Defendant. Union County Court of Common Pleas. No. 6707.

Now comes the plaintiff James M. Lance and demurs to defendant's Answer and Cross petition for that it neither states facts to constitute a defense to plaintiff's Action nor a cause of Action on her cross petition. James M. Lance, Administrator. By W. S. Plum, Attorney.

The following Journal Entry was filed December 4th 1894. Union County Court of Common Pleas.

Entry. James M. Lance, Administrator of the Estate of Job Scott, deceased. Plaintiff Vs. Martin Turner Defendant. No. 6707. Journal Entry.

This day this cause came on for hearing upon the demurrer to answer and upon the consideration of the same the Court sustains said demurrer. It is therefore ordered by the Court that unless said sum of \$1234.¹³ for which judgment was heretofore rendered herein with interest from December 26th 1893 by said Court, within five days an order of sale issue to the Sheriff of Union County Ohio commanding to have the premises appraised and sell the same according to law and bring the proceeds thereof into Court and await further order as to distribution. W. S. P.

The following Order of Sale was filed January 4th 1895.

The State of Ohio. To the Sheriff of said County: - Greeting. Union County O.S. Whereas, at a Court of Common Pleas, holden at the Court House in Mansville in said County of Union M. L. on the 2nd day of July 1894 James M. Lance, Administrator of the estate of Job Scott, obtained a judgment and Decree against Martin Turner for the sum of One thousand two hundred & thirty four ¹³/₁₀₀ Dollars, and Fifteen ⁸⁶/₁₀₀ Dollars, costs of suit. And whereas, it was then and there, by said Court ordered, adjudged, and decreed, that the said Martin Turner within ten days from the 2nd day of July, A. D. 1894, pay unto the said James M. Lance, the said sum of One thousand two hundred & thirty four ¹³/₁₀₀ Dollars, with interest from the 26th day of December 1893, and costs above said. And on default to pay the same. That an Order of Sale issue to the Sheriff of said County, commanding

him to proceed, according to the statute regulating Judgments and Executions at law, to sell the real estate described in the Plaintiff's petition, &c. And whereas, the 10 days aforesaid, have fully expired, and the said sum of One thousand Two hundred and thirty four ¹³/₁₀₀ 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: Situated in Liberty Township, Union County, Ohio, and in Survey No. 4805 and described as follows to-wit: Beginning at a stake southerly corner to David Hwachs land and in Job Scott's line, Thence with said Scott's line S 70° N 33 poles to said Scott's corner in the tree spike road leading from Kelly's mountain to Columbus and line of William Moore; Thence with it to said Moore corner and J. Outland line at the end of Banks land; Thence with said land N 38° W 71 poles to a Beech and stake in said David Hwachs line; Thence with said Hwachs line S 85° E to the beginning containing sixteen and one half 1/2 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, therein, to our Court of Common Pleas, within sixty days from the date hereof, Witness my signature and Seal of our said Court of Common Pleas, and the seal of said Court at Mansfield this 11th day of December, A.D. 1894.

J. N. Gosnell Clerk.

Sheriff's Return.

The State of Ohio.

Union County, &c.

Sheriff's fees	\$	25
Service		25
Levy		25
Sum. Appraisers	1	20
Examining Appraisers		25
Conveying Appraisers	1	00
Writing Appraisal		25
Copy of Appraisal		25
Mileage	2	40
Return		25
Appraisers fees	6	15
	3	00

Received this writ the 12th day of December A.D. 1894 and on the 4th day of January A.D. 1895: I called an inquest of J. G. Donley, James Hurd and W. Hopkins. 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: \$800⁰⁰ under their hands and seals, a copy of which I forthwith deposited with the Clerk of the within named Court. I struck off and sold the same to Phoebe Turner Wife of Martin Turner demanded a homestead out of the above described premises which was appraised at \$800⁰⁰. That being less than she is allowed by law

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Sheriff's Land Appraisal.

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There is no surplus. Wm G. Snodgrass, Sheriff.

The following Sheriff's Land Appraisal was filed January 4th 1895.

Sheriff's Land Appraisal.

Sheriff's Land Appraisal.

We the undersigned, disinterested free holders and residents of the County of Union, and State of Ohio, having been duly summoned and sworn by William G. Snodgrass, Sheriff, in and for said County, impartially to appraise, upon actual view, the following described lands and Tenements, to wit: Situated in Liberty Township Union County Ohio and in Survey No 4805 and described as follows to wit Beginning at a stake South by corner to David Hoopes' land, and in Job Scott's line Thence with said Scott's line S 70° W 82 poles to said Scott's corner in the Fire Pike road leading from Bellefontaine to Columbus and line of William Moore Thence with it to said Moore corner and J. Outland line at the end of Banks land Thence with said land N 38° W 71 poles to a Beech and stake in said David Hoops line Thence with said Hoops line S 85° E to the beginning containing Sixteen and one half (16 1/2) Acres. to be sold on Order of Sale issued from the Court of Common Pleas of said County, in the action of James M. Lance, Administrator Plaintiff against Martin Turner Defendant, do faithfully, after actual view of said premises, make return and say that the same are of the real value in money of \$800.00 Dollars. Given under our hands and seals, this 4th day of January, A.D. 1895.

J. L. Donley, J. G. Herd, M. Hopkins.

The State of Ohio, Union County, ss.

I hereby certify, that the within named Appraisers, J. L. Donley, James Herd, and M. Hopkins, are free holders and residents of said County, and were duly summoned and sworn by me to appraise the within described premises, this 4th day of January, A.D. 1895.

Wm G. Snodgrass, Sheriff.

The following Demand for assignment of homestead by Phoebe Turner wife of Martin Turner, January 4th 1895.

James M. Lance Administrator of J. A. Scott vs. Martin Turner et al.

Court of Common Pleas, Union County Ohio.

Phoebe Turner wife of Martin Turner says that the lands described in Plaintiff's Petition in the Homestead & the only real estate belonging to either the Defendant Martin Turner or herself & she respectfully asks and demands that a homestead be set off to her as the law directs & that the same may be held exempt from law as her homestead - She did not sign the Robinson & Woodburn Mortgage.

Robinson & Woodburn Attorneys for Defendant Turner.

Afterward on the 21st day of January A. D. 1895 an Entry was made on the Journal by the Clerk of the Court.

Entry
No. 6707. James M. Lance Adm^r of J. B. Best. Deceased. | Court of Common Pleas
vs. | Union County Ohio
Martin Turner and others Defendants. | Entry.

This day this cause came on to be heard upon the Order of Sale issued in this case and the report of the Sheriff. Thereon and it appearing from said report that the said Phoebe Turner wife of Martin Turner demanded a Homestead to be set off to her in the premises described in Plaintiff's Petition and that upon the Oath of J. L. Donby, James Reed and W. Hopkins three free holders of said County the said Sheriff caused a Homestead to be set off to said Phoebe Turner in pursuance of said demand and the said J. L. Donby, James Reed and W. Hopkins having signed the said premises appraised the same at (\$800) Eight Hundred Dollars and the entire property was set off to said Phoebe Turner as a Homestead and no further proceedings were had on said order of Sale and the writ was duly returned by the Sheriff on the 4th day of January 1895. And the Court being fully advised in the premises and having examined said writ & the return thereof and having found them in all respects regular and according to Law approved and confirms said report and the proceedings under said writ and confirms to said Phoebe Turner her right of Homestead in said premises and all further proceedings in this case are stayed and this case continued and left off the Docket to be reinstated when necessary.

Approved January 21st 1895.
John A. Price, Judge.

Attest J. M. Gosnell Clerk

(Record continued on Page 577.)

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Petition
No. 6822.
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Please continuance and held at the Court House in Mansville 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 14th day of January in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that hereofore writ on the 30th day of October 1894. Belle Thompson filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against M^c. Donald Thompson. Writ:

Petition No. 6822

Belle Thompson, Plaintiff
vs.
M^c. Donald Thompson M.M.
Gonow, Jennie Thompson
Defendants. Milford Centre Bank.

Union County Court of
Common Pleas.
Petition.

The Plaintiff says that she has been a resident of the State of Ohio for more than the year last past and she is now a bona fide resident of said County of Union. that on the 4th day of June 1885 she was married to the defendant M^c. Donald Thompson which marriage relation still exists.

Regardless of his duties as a husband the defendant has been guilty of extreme cruelty at and toward the plaintiff in this that on or about the 6th day of October 1894 he struck her and kicked the plaintiff. and on various other times personally assaulted and beat her and used at and to her vile, profane and abusive language. the plaintiff has never had any children and for that reason the defendant has often cursed her on or about the 8th day of October 1894 the defendant left the plaintiff and departed for parts unknown and the plaintiff is now ignorant of his whereabouts or Post Office address. the defendant plaintiff resided at Milford Centre Ohio until the time he left but he wrote a letter ^{back} from Columbus Ohio in which letter he informed plaintiff that she would never see him again and that he never intended to return to her. he left plaintiff in destitute circumstances and wholly without support. the defendant at the time of leaving was engaged in the hardware business and was a partner of said M. M. Gonow. and together said firm was known as "M. D. Thompson & Co." and it owned a large stock of hardware wagons and vehicles without standing accounts due the firm and some money in the Bank of Milford Centre Ohio. The defendant was the owner of the large share in said partnership but the exact portion the plaintiff is unable to give as the defendant so far as he could kept her in ignorance in regard to his business. The defendant left his business and she in charge of said M. M. Gonow who is still conducting the same but is embarrassed by reason of the defendant absconding. The defendant took with him so far as plaintiff can learn and his ready money amounting to quite a considerable sum. but left the plaintiff only \$20.00 in money which he sent back from Columbus. but he made no other or further provision what ever

for the plaintiff. During the time of said marriage the defendant purchased and had deeded to him certain Real Estate in Milford Genoa Union County Ohio as follows a property described in a deed dated April 12th 1890 and recorded in Volume 67 on Page 2 of Union County Ohio records of deeds. Also a property described in a deed recorded in Vol. 67 on page 116 of said Records. Also a property described in a deed recorded in Vol. 69 on page 471 of said Records. And also a property described in a deed recorded in Vol. 67 on page 636 of said Records. The plaintiff is informed that before leaving the defendant undertook to convey said Real Estate to his mother the said Jennie Thompson, but plaintiff avers that said deed was without consideration and was made for the fraudulent purpose of placing the same beyond the reach of the plaintiff as said Jennie Thompson knows. The defendant has been guilty of gross neglect of duty toward the plaintiff and has abandoned her without any just cause or provocation on her part. The fact of plaintiff and defendant not having children was without fault on her part. The plaintiff says that she is in great need of means for her immediate support and that her health is broken down by the conduct of the defendant. And that his interest in the partnership is in danger of being lost by his neglect and refusal to give it attention and that plaintiff is not legally authorized to carry on the business, which is and has been profitable. The plaintiff is unable to serve a notice or summons on the defendant as he conceals his place of residence and post office address and the plaintiff says the only means she has of obtaining alimony is from said property and largely from said partnership property and funds. The Milford Genoa Bank is made a party so plaintiff may reach any funds in its hands due defendant and said Genoa is made a party so he may not dispose of or deliver to defendant's order any of the property or funds under his control belonging to said partnership. said Jennie Thompson is required to answer setting up any interest she may claim in said funds. Wherefore the plaintiff prays that she may be divorced from the said defendant and that she may have reasonable alimony and that said defendant's interest in said partnership property may be set aside and the plaintiff deeded said real estate as part of her alimony and if need be that a receiver be made placing said property in the hands of a receiver until its final hearing known as an order made giving said partnership property to plaintiff as a part of her alimony pending suit said order to include any money that may be in the hands of said Genoa and that plaintiff be authorized with the right of a receiver to transact business and for all such other and further relief as may be proper and the nature of the case require.

Garrison and Garrison,
Attorneys for Plaintiff.

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The State of Ohio Union County S.S.

Belle Thompson plaintiff being first duly sworn says that the fact stated in the foregoing petition are as she believes true
Signed to before me and signed in my presence this 27th day of October 1894.

James M. Campbell. Probate Judge.

The following Summons was filed November 7th 1894.

Summons.

Summons No. 6822.

The State of Ohio.

County S.S.

To the Sheriff of said County.

You are hereby commanded to notify M^{rs} Donald Thompson, M. M. Conna, Jennie Thompson and Milford Gentle Bank that they have been sued by Belle Thompson in the Court of Common Pleas of Union County, and must answer by the 15th day of December A. D. 1894, 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 November 1894. Witness my hand and the seal of said Court, this 31st day of October A. D. 1894.

J. N. Gosnell. Clerk.

The State of Ohio.

County.

Sheriff's Return.

Sheriff's fees	\$	C.
Service and Return	55	
Mileage	1	12
Copy	60	
Total	\$	2 27

Received this writ November 1st A. D. 1894, at 8 o'clock A. M. and served same by delivering a true copy of this writ with the indorsements therein to the within named M. M. Conna and Jennie Thompson and to the Milford Gentle Bank by handing a copy to C. E. Reynolds who is cashier and manager of said Bank personally on the 5th day of Nov 1894. M^{rs} Donald Thompson not found.

W. S. Snodgrass. Sheriff.

Affidavit No. 6822.

The following Affidavit in support of motion for receiver was filed November 7th 1894.

Belle Thompson. Plaintiff.
vs.
M^{rs} Donald Thompson M. M. Conna Jennie Thompson Milford Gentle Bank. Defendant.

In Union County Court of Common Pleas. Affidavit in support of motion for receiver.

Belle Thompson being first duly sworn says that on the 4th day of June 1885 she was married to the said M^{rs} Donald Thompson and the said marriage relation still exists. That on or about the 5th day of October 1894 said M^{rs} Donald Thompson left the plaintiff and departed for parts unknown and she is now ignorant of his whereabouts and Post Office address.

she left word for Plaintiff saying that she would never see him again or know when he had gone. That at the time the defendant left he was engaged with one M. M. Gorman in the hardware business in the Village of Milford Centre said firm being known as M. D. Thompson and Co. and carried a large stock of hardware, hoes, rakes, and vehicles and had outstanding accounts due the firm and some money in the Bank of Milford Centre Ohio. Said M. Donald Thompson was the owner of the larger share in said business though Plaintiff is ignorant of the exact amount of his interest. This business is left in the care of M. M. Gorman, who is embarrassed by the absconding of said M. Donald Thompson and is likely to be injured through neglect. The Plaintiff has no legal right to take part in the management of said business, though aside from some other property which is owned by certain fraudulent conveyance it is her only means of obtaining a living for her support.

When the said M. Donald Thompson left the Plaintiff he left her without means of support.

When the said M. Donald Thompson left the Plaintiff he left her without means of support and she will have to said property and business for any alimony that may be awarded by the Court.

Said business is and has been profitable and if properly conducted would continue to be so. Belle Thompson has filed in the Union County Common Pleas Court her petition for divorce and alimony from said M. Donald Thompson and for alimony in said property. If no receiver is appointed said property is in great danger of being lost and destroyed.

Signed Belle Thompson.

Signed in my presence and sworn to before me this 6th day of November 1894.

O. W. McAdow, Notary Public.

The following Motion for Appointment of Receiver was filed November 7th 1894.

Motion.

Belle Thompson, Plaintiff. | State of Ohio, Union County, S. S.
 vs. |
 M. Donald Thompson et al. Defs. | In the Court of Common Pleas.

Plaintiff moves that a receiver be appointed to take charge of the business of the firm in Milford Centre Ohio known as The M. D. Thompson and Co. on the grounds that the larger share of said business belongs to her husband, the defendant, and is her chief means of receiving any alimony that may be decreed by this Court and that said property is in great danger of being lost or destroyed through neglect.

Samuel W. Gamewell
 Attorney for Plaintiff.

The following Entry was filed November 8th 1894.

Entry.

No. 6822.

Belle Thompson, Plaintiff. |
 vs. |
 M. Donald Thompson et al. Defs. |

This 7th day of November 1894 This

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cause come on to be heard on this motion of Belle Thompson by her
 attorneys, for the appointment of a receiver to take charge of the interests
 of M^{rs}. Donald Thompson in the hardware firm of Milford Genie Ohio
 known as the "M. D. Thompson and Co" and it appearing by the
 affidavit of Belle Thompson, plaintiff that the interests of M^{rs}. Donald
 Thompson in said business would be her only or chief reasons of
 obtaining Alimony and that said interest are likely to be injured
 by neglect, said business being now in the sole charge of M. M. Gannon
 a partner in said concern, it is hereby ordered that A. J. Rigdon
 be and he hereby is appointed receiver of all the interests and rights
 whatever of said M^{rs}. Donald Thompson in said firm and that he
 shall have full control of all said interests and shall hold the same
 until further ordered by this Court. It is further ordered that
 said M. M. Gannon deliver to the said receiver all moneys and
 other property now in his possession that may belong to the said
 M^{rs}. Donald Thompson and that before entering on his duties said
 receiver shall execute to the State of Ohio an undertaking in the sum of
 One thousand Dollars according to law with good and sufficient
 security. And said M^{rs}. Donald Thompson is hereby restrained from
 removing or disposing of said property or in any manner interfering
 therein until further order in the premises.

Done at Shamkr at Bellefontaine, Ohio, this 7th day of November A. D. 1894.

John A. Price.

Judge of Court of Common Pleas.

The following Receiver Bond was filed November 8th 1894.

Receiver Bond.

Receiver
Bond.

Whereas, A. J. Rigdon was on the 7th day of November A. D. 1894, duly
 appointed a Receiver in the case of Belle Thompson Plaintiff against
 M^{rs}. Donald Thompson et al Defendant now pending in the Court of
 Common Pleas, within and for the County of Union and State of Ohio.
 Now, Therefore, We, A. J. Rigdon as principals, and A. H. Goodwin and
 H. W. Mowry as sureties undertake to State of Ohio, in the sum of
 One thousand (1000) Dollars, that the said A. J. Rigdon shall faithfully
 discharge the duties of Receiver in the said action, and obey the orders
 of the Court therein.

A. J. Rigdon.
 A. H. Goodwin.
 H. W. Mowry.

I approve the above undertaking, and the sureties therein, J. N. Gonell
 Clerk of the Court of Common Pleas of Union County, Ohio.
 Dated this 8th day of November A. D. 1894.

The State of Ohio.

J. N. Gonell

Union County.

A. J. Rigdon makes solemn oath that he will faithfully
 perform the duties of Receiver in the within cause of Belle Thompson
 Plaintiff against M^{rs}. Donald Thompson et al Defendant.

A. J. Rigdon.

The above was signed by said A. J. Rigdon in my presence and sworn
 to by him, this 8th day of November A. D. 1894, before me, J. N. Gonell Clerk.

The following Affidavit in support of service by publication was filed November 7th 1894.

Affidavit
No. 6822.

Belle Thompson, Plaintiff
vs.
M^r. Donald Thompson
et al. Defendants.

State of Ohio, Union County, S. D.
In the Court of Common Pleas.

Belle Thompson being first duly sworn says that she has filed in the above named Court her petition for divorce and alimony from the said M^r. Donald Thompson. That she cannot serve him with summons and copy of petition because his whereabouts and Post Office address are unknown to her and cannot be discovered by the use of reasonable diligence and search.

Signed, Belle Thompson.

Sworn to before me and signed in my presence this 6th day of November 1894.
C. W. M^r. Adair,
Notary Public.

The following Entry was filed November 21st 1894.

Entry
No. 6822.

Belle Thompson, Plaintiff
vs.
M^r. Donald Thompson, Defendant.

Pending in the Court of Common Pleas of Union County Ohio, before the Hon. John A. Price, Judge of said Court in vacation, November 19th 1894. This day came the Plaintiff before the above named Judge and made application for an order for alimony to be paid her pending this suit. On consideration whereof the Court find that reasonable notice of the application in this case has been given to the Defendant, and that he has had legal notice of the time and place of the hearing hereof, and that there is good cause shown for an allowance of alimony to the Plaintiff pending this suit, it is therefore ordered by the Court that the Plaintiff be allowed the sum of One hundred and fifty Dollars, for the support and maintenance of herself and the payment of her Attorney and expenses pending this suit.

It is further ordered that the receiver hereof appointed herein pay to the Plaintiff the said sum of One hundred and fifty Dollars, out of the money or property that may come or now be in his hands as said receiver. And the Plaintiff may also have execution against said Defendant for the said sum, if not paid.

Done at Chambers at Bellefontaine Ohio, this 19th day of November A.D. 1894.
John A. Price, Judge.

The following Answer of M. M. Gorman was filed December 18th 1895.

Answer
of M.
M. Gorman.
No. 6822.

Belle Thompson, Plaintiff
Against
M^r. Donald Thompson et al. Defendants.

Court of Common Pleas
Union County Ohio.
Answer of M. M. Gorman.

I. The Defendant M. M. Gorman answers to the petition of Plaintiff and denies 1st - That the said M^r. Donald Thompson was the owner of the large share in said partnership business, but on the contrary this

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Page 83
No. 34
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Defendant avers that said Thompson and himself were equal partners in said business, sharing the profits equally, and bearing the expenses and losses equally.

2nd He denies that he was, or is embarrassed in said business by or because of the absence of said Thompson, and denies that said business was in any danger of being lost or destroyed by neglect &c

3rd This Defendant denies the right of plaintiff to have the undivided interest of said Thompson in said partnership business decreed to her, for this would at once destroy said partnership and the partnership business, and would greatly prejudice and injure this defendant as to his interest in said business.

II This defendant further says that as to the property destroyed in plaintiff's petition, and described as in a deed recorded in Vol. 67 and Page 836 of Union County Record of Deeds, that said property is Out Lot No. 34 in the Village of Millford Center in said County - excepting from said Out Lot the parts of the same conveyed by James V. Finley for a parsonage for the Baptist Church, and also the part conveyed to L. P. Mennet.

As to this property this defendant says that he and the said Thompson purchased the same together at the sale of John Dobie as Administrator of James V. Finley deceased on the 20th day of May 1893, at the consideration of \$975.00 but that when said Administrator made the deed on the 23rd day of May 1893 the same was executed to the said Thompson alone - and this was done by said Administrator without the knowledge or consent of this defendant, and was so made without the request or knowledge of said Thompson until said deed was presented to said Thompson and Thompson said

Thompson, his wife (the plaintiff) joining, executed a paper purporting to convey to this defendant the one half undivided of said premises, and the same was a deed to this defendant for one half of said property signed by the plaintiff and her husband, the said M. Donald Thompson, with the exception that the said Notary Public failed to sign the certificate of acknowledgment, and in that form it was recorded on the same day that the said deed from said Administrator to Thompson was recorded, and this defendant did not know that the acknowledgment to said deed was not signed by said Notary Public until after he was made a party defendant in this action. Defendant further says that he, on the faith of his purchase of said Out Lot No. 34, and believing he had a good legal title to one undivided half of said Lot No. 34 paid the one half of the down payment on said property and paid the one half of the first deferred payment on the same and has bound himself to pay the one half of the second and last deferred payment, and will so pay the same when it becomes due. The plaintiff well knew that this defendant had and owned the one half interest in said Lot No. 34, long before she commenced her said action.

This defendant therefore avers that the one undivided one half interest in and to said Lot No. 34 belongs to him, and he asks that as all the parties in interest are before the Court in this action, his title, interest, and estate be decreed and adjudged to him in said property, and he bring in the possession thereof, that his title and interest be forever quieted - and this defendant asks such other and further relief in the premises as in law and equity he is entitled to.

Attorneys for M. M. Gannon.

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M. M. Gorman one of the defendants in the above entitled Action, being sworn, makes oath that the facts stated in the foregoing Answer are true as he believes.

M. M. Gorman.

Sworn to by M. M. Gorman before me, and signed by him in my presence this 19th day of December A. D. 1894.

J. M. Geonell, Clerk.

The following Proof of Publication was filed January 22nd 1895:
Divorce N

Proof of Publication
Belle Thompson
vs.
M^{rs}. Donald Thompson et al.

M^{rs}. Donald Thompson whose place of residence is unknown will take notice that on the 30th day of October, 1894, Belle Thompson filed her petition in the Court of Common Pleas of Union County, Ohio, alleging that she is the wife of said M^{rs}. Donald Thompson, and that he has been guilty of gross neglect of duty and extreme cruelty, and that he has abandoned her & her child, leaving her in destitute circumstances.

She also avers in her petition that said M^{rs}. Donald Thompson, at the time he left for parts unknown, was the owner of an interest in a hardware store in the Village of Milford Center, in said County, including a stock of hardware, accounts, horses, vehicles, and other property in connection with said business. He also had some real estate which is described in said petition. The plaintiff prays for a divorce, and be allowed in said property, and for dower and support. The petition will be for hearing at the January Term 1895, of said Court. On November 19th 1894, the plaintiff will apply to the Judge of said Court at Bellfontaine, Ohio, for an allowance of Alimony pending this suit.

Gorman vs Gorman
Attorney for Plaintiff.

The State of Ohio, Union County S. S.

The undersigned, being duly sworn, deposes 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 November 7th 1894.

N. Q. Shaver

Sworn to and subscribed before me, this 22nd day of January 1895.

J. M. Geonell Clerk.

Printers fees. \$7⁰⁰

Afterward on the 30th day of January A. D. 1895 an entry was made on the Journal by the Clerk of the Court.

Entry N^o 6822.
Belle Thompson, Plaintiff.
vs.
M^{rs}. Donald Thompson et al. Defendants.

This day came the parties by their Attorneys and this case came on to be heard upon the pleadings of the parties and the evidence: on consideration whereof the Court being fully advised in the premises finds that the defendant M^{rs}. Donald Thompson has been guilty of extreme cruelty as charged in the

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said petition. The Court further finds that the plaintiff has been a resident of the State of Ohio for more than one year previous to the filing of her petition, and that at the time of filing the same she was a bona fide resident of the said County of Union. And that the parties were married as stated in said petition. The Court finds that by reason of the extreme cruelty of the said defendant M^{rs}. Donald Thompson, the plaintiff is entitled to be divorced from him as prayed for in her said petition. It is therefore ordered, adjudged and decreed by the Court that the marriage relation heretofore existing between the said parties be and the same is hereby set aside and wholly annulled and both parties released from the obligations of the same. Coming now to the matter of Alimony the Court finds that at the time of filing the petition in this case the defendant was the owner of all that part of Lot numbered seven (7) in the Village of Milford Centre in the said County of Union and State of Ohio, and is described in a deed from George Mitchell to M^{rs}. Donald Thompson and recorded in Book No. 67 on page 116 of the records of deeds of said County, except that portion of said Lot which lies on the South side of Centre Street, and which was conveyed by said M^{rs}. Donald Thompson to James D. Finley.

The Court finds that the said M^{rs}. Donald Thompson is still the owner of the above described premises, it being the same when the plaintiff now resides. The Court also finds that the said M^{rs}. Donald Thompson is the owner of the undivided half of Lot No. 84 in said Village, and also the owner of the undivided half of a vacant Lot 21 feet front in said Village, adjoining the property of Flaherty. The Court finds that the said M^{rs}. Donald Thompson is also the owner of the one half interest in certain household accounts, notes and stock of goods now in the hands of A. J. Higdon as receiver of this Court; also that the said M^{rs}. Donald Thompson is the owner of certain household goods and effects, including beds, carpets, furniture, Piano, and general household goods now in the house on said Lot No. 7, where the plaintiff lives. It is ordered by the Court, that the plaintiff as part of her reasonable Alimony have and hold the said house and Lot No. 7 herein described, to be held by her in fee simple, and the same is discharged of all claims of debt by said M^{rs}. Donald Thompson. And the Court further orders and decrees that the plaintiff have and hold in her own right all the household goods, Piano, beds, bedding, dishes, carpets, cooking and other utensils now in said dwelling house as and for part of her reasonable Alimony.

It is further ordered and decreed that the plaintiff have the sum of Eight Hundred and fifty dollars paid to her as and for her Alimony to be paid one third in thirty days from this date, one third in six months and one third in one year; the two last payments to bear interest at six per cent from this date: In order to secure the payment of said money it is hereby made a charge on all the real and personal estate of the said M^{rs}. Donald Thompson and it is ordered that if said money is not paid as it becomes due then that the said receiver proceed to convert the said personal property into money and apply the same to such payment. But if the said M^{rs}. Donald Thompson shall pay said money, or secure the same to the satisfaction of the said plaintiff and pay the cost hereof, then said receiver shall turn over the property in his hands to the said M^{rs}. Donald Thompson. It is further decreed that the

cost of this proceedings be paid by the said M^r. Donald Thompson
or by said Receiver and of his property.

Peter ^{and} Porter.

Attest J. N. Gosnell Clerk

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Petition
No. 6818.

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Please continuance 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. Rice Judge of said Court of the term of January Term: On the 14th day of January in the year of Our Lord One thousand eight hundred and ninety four.

Be it remembered that hereof writ on the 20th day of October A.D. 1894, Henry Ebert filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Nellie Ebert writ.

Petition
No 6818.

Henry Ebert. Plaintiff.		In the Court of Common Pleas of Union County Ohio.
Against. Nellie Ebert. Defendant.		Petition

The plaintiff says: That he has been a resident of the State of Ohio for the year last past and has a bona fide residence in the County of Union. On or about the first day of September 1889, at said County of Union aforesaid, he was married to the defendant. There were no children born of such marriage. At the date of said marriage between plaintiff and defendant, defendant had a former husband living, with whom she was then legally intermarried. On the 8th day of February 1892, and at diverse times after said date, in the City of Sandusky, State of Ohio at rooms then occupied by said defendant - the Street and No. are unknown to plaintiff - the defendant committed adultery with one Samuel Cole. On said 8th day of February 1892 said defendant and said Samuel Cole were married in said City of Sandusky and lived and cohabited as man and wife from that date until some 3 or 4 months ago, and they have one child born to them in their marital relations. Wherefore plaintiff prays that he may be divorced from the defendant, and for such other relief as is proper.

John M. Brudick.
Attorney for Plaintiff.

The following Summons in Action for Divorce was filed Oct 26th 1894,
Summons in Divorce.

The State of Ohio		To the Sheriff of Eric County.
Union County, S.S.		

You are commanded to notify Nellie Ebert that Henry Ebert 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 Adultery, and asking that he be divorced from her, and that and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 6th day of November A.D. 1894. Witness my signature as Clerk of Our said Court of Common Pleas and the seal of said Court at

Manassas this 22nd day of October A.D. 1894.

J. N. Gosnell, Clerk.

Sherriff's fee	\$ 4
Service	25
Copy	25
Mileage	24
Docket & Rec.	20
Index D.	10
Return	10
Postage	62
Total	\$ 1 16

Received 9 o'clock A.M. on the 23 day of October A.D. 1894
 And on the 24 day of October A.D. 1894. I served the same
 by delivering a true copy thereof to the Defendant
 Nellie Ebert and with all indorsements thereon. Also
 a true copy of the petition as filed in the cause of
 Divorce to her in person.

John Daniel Sherriff.
 By Wm. B. Daniel Deputy.

Afternoon on the 31st day of January, 1895, an entry was made on the
 Journal by the Clerk of the Court.

Entry
 N. 6818.
 Henry Ebert
 vs.
 Nellie Ebert
 Entry.

This day this cause came on for hearing on the petition and the
 evidence. and the Court find that the defendant was duly served with
 summons and copy of the petition and having failed to appear is in
 default and demure to said petition. and the Court find on the evidence
 that the plaintiff at the time of filing his petition, had been a resident
 of the State of Ohio for one year next preceding the same, and was at
 that time a bona fide resident of this County of Union, and that the
 parties hereto were married, as in said petition set forth.
 The Court further find, upon the evidence adduced, that the defendant
 has been guilty of having a former husband living at the time of her
 marriage, and of adultery, 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 Henry Ebert and Nellie Ebert be, and the same hereby is,
 dissolved and both parties are released from the obligations of the same.
 It is further considered that the plaintiff pay the costs of this
 proceeding: and execution is awarded.

Wm. B. Daniel Clerk

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Petition
 N. 6838.

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Please continuance and held at the Court House in Mansfield 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 writ: on the 14th day of January in the year of our Lord one thousand eight hundred and ninety four.

Be it remembered that herefore writ on the 11th day of December A. D. 1894. Dora E. Wood filed in the Clerk's Office of the said Court of Common Pleas the following Petition Against Francis Wood writ:

Petition
No. 6838.

Dora E. Wood, Plaintiff. | Court of Common Pleas
Against | Union County Ohio.
Francis Wood, Defendant. | Petition.

First - The plaintiff alleges 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.

Second: That on the 27th day of October 1892 in Leoburg Township, 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.

Third: The defendant, disregarding his marital duties as a husband, has grossly neglected to provide for this plaintiff for two years last past, and during that time she has been compelled to depend on her parents and friends and her own exertions for her support and maintenance, and when this plaintiff was sick, she had to be cared for by her friends and said defendant refused to support or care for her or protect her in any way.

The plaintiff, therefore, prays that she may be divorced from said defendant, and that she may be restored to her maiden name of Dora E. Jolliff, and that she may have such other relief as equity may require.

F. A. Thompson, Attorney for Plaintiff.

Precepts.

Issue summons, directed to the Sheriff of Union County Ohio, returnable according to law. F. A. Thompson, Attorney for Plaintiff.

The following Summons in Action for Divorce was filed December 17th 1894.
Summons in Divorce.

The State of Ohio. |
Union County, S. S. | To the Sheriff of
Union County.

You are commanded to notify Francis Wood that Dora E. Wood has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition (a true copy of which is herewith delivered to you to be served on him) charging him with Gross neglect of duty and asking that she be divorced from him and that she be restored to her maiden name and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ, you will make due return of this summons on the 31st day of

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December A. D. 1894. Witness my signature as Clerk of our said Court of Common Pleas, and the seal of said Court, at Mansfield this 17th day of December. A. D. 1894.

J. A. Gosnell. Clerk.

Afterward on the 30th day of January A. D. 1894. An Entry was made on the Journal by the Clerk of the Court.

Entry
No 6838.

Dora E. Wood, Plaintiff.
Against
Francis Wood, Defendant.

Now came the plaintiff herein. And the defendant being in default for answer and demurrer the Court find that the allegations of the petition are confessed by him to be true. That the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceeding the same. 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 for over two years, and 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 Dora E. Wood, and Francis Wood, &c. and the same hereby is, dissolved, and both parties are released from the obligations of the same. It is further ordered that the petitioner be, and she hereby is, restored to her maiden name of Dora E. Jollyff. It is further considered by the Court that the said plaintiff pay the costs of this proceeding.

Attest J. N. Gosnell Clerk

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Petition
No 6750.

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Please continuance and held at the Court House in Mansfield within and for the County of Union in the Tenth Judicial District of the State of Ohio. Pleas of the State of Ohio before the Honorable John A. Rice Judge of said Court of the term of September Term: on the 10th day of September in the year of Our Lord one thousand eight hundred and ninety four.

Be it remembered that heretofore Term on the 22nd day of June A. D. 1894. Jennie Worford filed in the Clerk's office of the said Court of Common Pleas the following Petition Against Joseph Worford. writ:

Petition
No. 6750.

Jennie Worford. Plaintiff. | Court of Common Pleas
vs. | Union County Ohio.
Joseph Worford. Defendant. | Petitioner

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 24th day of December 1883 she was married to the defendant. The following child was on the 22nd day of August 1889. born of such marriage to wit Emma J. Worford. Defendant since the 7th day of March 1893 has failed and willfully neglected to provide the plaintiff with the common necessaries of life so that plaintiff has been compelled to live upon the charity of friends and her own exertion because of his said neglect. And the plaintiff says she has been compelled by reason of the defendant's said neglect to provide and care for said child that defendant was well able to provide for plaintiff. Wherefore plaintiff prays that she may be divorced from the defendant that she may be divorced to have reasonable alimony, the custody of said child and such other relief as is proper.

D. W. Ayers. Attorney for Plaintiff.

State of Ohio Union County, S.S.

Jennie Worford being sworn says the facts stated and allegations in her foregoing petition are as she believes true.

Sworn to before me and signed in my presence this 22nd day of June 1894. R. M. Grouse.

Clerk- I issue summons and copy of petition to the Sheriff of Union County Ohio returnable according to law. Endorse Action for Divorce, Alimony and custody of child.

D. W. Ayers. Attorney for Plaintiff.
Summons in Divorce.

Summons

The State of Ohio. |
Union County, S.S. | To the Sheriff of
| Union County.

You are commanded to notify Joseph Worford that Jennie Worford has filed in the office of the Clerk of the Court of Common Pleas of Union County, and State of Ohio, a petition to have a true copy of which is herewith obtained to you to be served on him charging him with Gross Neglect and asking that she be divorced from him and that she have 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 2nd day of July A. D. 1894. Witness my signature as Clerk of our said Court of Common Pleas. And the seal of said Court at Mansfield, this 22nd day of June A. D. 1894.
R. M. Gony. Clerk

Sheriff's fees	8	¢
Service	50	
Copy	30	
Mileage	4	16
Return	25	
Total	15	21

Received 4 o'clock P.M. on the 22nd day of June A. D. 1894. And on the 26th day of June A. D. 1894. I served the same by leaving a true copy thereof of this writ with the indorsements thereon with a copy of the petition at the usual place of residence of the within named Joseph Woford.
Wm. E. Snodgrass Sheriff.

Afterward on the 4th day of December A. D. 1894 an Entry was made on the Journal by the Clerk of the Court

Entry
No 6700

Jennie Woford
vs
Joseph Woford

Entry

This cause came on this day to be heard on the petition of the plaintiff. And the defendant having been duly served with summons and copy of petition. And having failed to appear they find him in default for answer and demurrer to said petition. And find that the allegations thereof are confessed by him to be true. The Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceeding the same. And was at that time a bona fide resident of this County of Union and that the parties hereto were married as in the petition set forth - The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty towards the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Jennie Woford and Joseph Woford be, and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education, and control of the said child of the parties hereto be until further order, confided to the said Jennie Woford exclusively - That the said defendant have the privilege of visiting said child at plaintiff's residence at reasonable times until the further order of the Court. - It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable attorney the sum of \$
And the same is hereby made a lien on all the Real Estate of the said defendant and in default of such payment for 3 days that execution issue thereon. It is further ordered that the plaintiff recover her costs from said defendant herein expended - and execution is awarded.

Attest J. N. Gosnell Clerk

Return
No 6695

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Please continuance 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 S. Price, Judge of said Court of the Term of September Term on the 10th day of September in the year of Our Lord one thousand eight hundred and ninety four -

Be it remembered that hereof to wit on the 24th day of March A. D. 1894 Emma Barr, filed in the Clerk's office of the said Court of Common Pleas the following Petition Against Alfred L. Barr, To wit:

Petition
No 6695.

Emma Barr, Plaintiff. | Court of Common Pleas.
v.s. | Union County Ohio.
Alfred L. Barr, Defendant. | Petition

Plaintiff has been a resident of the State of Ohio for more than the year last past and has a bona fide residence in the said County of Union - On or about the 26th day of June 1893 at Mansville Ohio she was married to the defendant -

Defendant for more than three years 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 her own exertions, because of his idleness profligacy and dissipation - though the defendant was and is in full health and well able by labor to maintain and support the plaintiff - that the defendant refused to provide a home for plaintiff or provide her with any clothing, but wasted his means and was of the said marriage until the 16th day of March 1894 habitually intoxicated when on said day he left the plaintiff wholly unprotected for in any way and she has been by reason of said neglect compelled to support and maintain herself by her own exertions - Wherefore plaintiff prays that she may be divorced from the defendant and may be restored to her maiden name and such other relief as is proper.
D. W. Ayers, Attorney for Plaintiff.

State of Ohio Union County S.S.

Emma Barr being first duly sworn says the facts stated and allegations in her foregoing petition are as she believes true.

Emma Barr.

Sworn to before me and signed in my presence this 21st day of March 1894.
R. M. Crosby Clerk.

Clerk: - Issue summons and copy of Petition on the Petitioner in the above case to the Sheriff of Union County Ohio returnable according to law.
Endorse Action for Divorce.

D. W. Ayers,
Summons in Divorce.

Summons
in
Divorce.

The State of Ohio. | To the Sheriff of
Union County S.S. | Union County

You are commanded to notify Alfred L. Barr that Emma Barr 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 her maiden name and for other proper relief. Said petition will stand for hearing during the term of said Court next ensuing, and six weeks from and after the service of this writ. You will make due return of this summons on the 2nd day of April A. D. 1894. Witness my signature as Clerk of one said Court of Common Pleas, and the seal of said Court at Mansville this 24th day of March A. D. 1894.
R. M. Gray, Clerk.

Sheriff's Fee	
Service	50
Copy	15
Mileage	16
Return	20
Total	\$1 56

Received 4 o'clock P. M. on the 24th day of March A. D. 1894 and on the 31st day of March A. D. 1894, I served the same by handing a true copy thereof of this writ with the indorsements thereon with a copy of the petition to the within named Alfred G. Carr, personally.
Wm. E. Snodgrass, Sheriff

Ordered on the 4th day of December A. D. 1893, an entry was made on the Journal by the Clerk of the Court:

Entry No. 6672

Emma Carr. v. s. Alfred G. Carr.

Entry

Now come the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear the Court find him in default for answer or demurrer to said petition and find that the allegations thereof are confessed by him to be true - the Court also find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceeding the same, and was at the time a bona fide resident of this County of Union, and that the parties hereto were married as in the petition set forth - the Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty towards the plaintiff 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 Emma Carr, and Alfred G. Carr, he and she 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 hereby is restored to her maiden name of Emma C. Pennington. It is further ordered that the plaintiff recover from the said defendant her costs herein expended. Attest J. M. Gosnell Clerk
Clerk.

The following Bill of Particulars was filed the 16th day of March A. D. 1894.

Bill of Particulars No. 6688

Christopher Crutts. v. s. The Holiday, Kayser. Bill of Particulars. B. J. L. M. Gray, J. P. Allen Township Union County Ohio.

The plaintiff claims a judgment against the defendant for the sum of sixty eight dollars (\$68.00) with interest from the first day of November 1893 for this writ: That the plaintiff about the

First at nine according First Second for who Sworn To presence The b... Christopher Holiday The said Holiday because of which the contract that he that the property within defendant The S Union Sworn To Dec 29th court re Dec 29th Dec 30th get serv And not Dec 29th The plac Apprais and ha value of And dis holdes To invi propert signed Daniel

First day of November 1893 sold to the defendant forty-five tons of hay at nine dollars (\$9.00) per ton, which hay the defendant refused to take according to contract, to the damage of plaintiff:
 First: because of 4 tons of hay damaged by rain \$36.00
 Second: because of fall in price of 32 tons hay from \$9.00 to \$8.00 \$32.00
 Total Amount \$68.00
 for which plaintiff asks judgment as aforesaid.

Sworn to by Christopher Gaults before me, and signed by him in my presence this 6th day of March, A.D. 1894.
 Christopher Gaults
 L. M. Gray, J. P.

The following transcript was filed the 16th day of March, A.D. 1894.

Christopher Gaults Plaintiff }
 V.S. } The State of Ohio, Union Co. Allen Township in
 Holiday Hay Co. Defendants. } Justice Court, Before L. M. Gray, J. P.
 In Attachment.

The said plaintiff Christopher Gaults being duly sworn says the said Holiday Hay Co. is justly indebted to said Plaintiff for \$68.00 damage because of 36 tons of hay sold by the plaintiff to the defendants at \$9.00 per ton which hay the defendants failed and refused to accept and take under his contract to the damage of Plaintiff aforesaid, that the said claim is just that he believes said Plaintiff ought to receive thereon the amount of \$68.00 that the property sought to be attached is not exempt from execution, that said property is not the personal earnings of said defendant for services rendered within three months prior to the commencement of this action and that defendants are a copartnership formed for the purpose of doing business in the State of Ohio and that defendants are all nonresidents of the County of Union and said State and further the deponent saith not.

Christopher Gaults.
 Sworn to before me and signed in my presence this 29th day of Dec. A.D. 1893.
 L. M. Gray, J. P.

Dec 29th 1893. Issued summons of this date and returned to Daniel Gline court returnable January 8th 1894. At 2 o'clock, P.M.
 Dec. 29th 1893. Issued order of Attachment of this date and returned to Daniel Gline court.
 Dec 30th 1893. I received this summons Dec 29th 1894. and could not get service on the within named defendants as they are nonresidents of the County and not in my jurisdiction. Daniel Gline court. return of order of attachment.
 Dec 29th 1893 at 10 o'clock, A.M. I received this writ and Dec 29th 1893 I went to the place where the defendants property described in the annexed inventory and appraisement was found. and there at 3 o'clock of said day in the presence and hearing of L. G. Gline and W. W. Epps. To creditable persons did declare that by virtue of this order I attached said property at the suit of Christopher Gaults and did then and there attach and then with L. G. Gline and W. W. Epps two house holders of the County of Union after administering to them an oath to truly inventory and appraise said property made at the time inventory of said property being all that was attached and said inventory and appraisement signed by me and said house holders as annexed with this order and returned appraised 5790 lbs of hay at \$26.00 and signed by Daniel Gline, W. W. Epps, L. G. Gline said property now in my custody

Daniel Gline. It appearing that the summons has not and cannot be duly served on the defendants in the County this case is continued to the 17th day of February A.D. 1894 at 10 o'clock P.M. for publication of this notice. Feb. 16th 1894. L. M. Gray, J. P.

Both parties to this action by agreement continued the above action to March 6th 1894 at 10 o'clock A.M. the defendant by their Attorney filed the following motion. Now comes the Holiday go. and for the purpose of this motion and disclaiming any and all intention of entering their appearance herein and protesting and objection to the jurisdiction of this court over them now moves the Court to dissolve the attachment issued herein and dismiss this action for the following reasons, to wit.

- 1st. There is no return showing that any property was attached at the sum of the Plaintiff.
- 2nd. There has been no publication of the proceeding of this action as is required by law.
- 3rd. There has been no publication of the pending of this action as is required by law.
- 4th. The Affidavit does not show that the cause of action arose upon contract judgment or decree.
- 5th. Said Affidavit is insufficient and defective and is insufficient in law.
- 6th. This Court has no jurisdiction of the person of the defendant in this action.

G. M. Wickham,
Attorney for defendant.

The motion overruled and said defendant excepted to said decision Feb. 17th. Copy of Publication was duly filed.

March 3rd. I issued Subpoena for the following named witnesses to appear March 6th 1894 at 10 o'clock P.M. as follows. L. M. Gline, Annie Gline, Dora Grubbs, Levi Snuffin, Ira Burroughs, J. A. Hill, and Frank Shuck and detained to Christopher Grubbs Plaintiff. Said Subpoena returned without being served. March 6th 1894 The Plaintiff appeared and filed his bill of Particulars, as follows.

The Plaintiff claims a Judgment against the defendant for the sum of Sixty Eight \$68.00 with interest from the first day of November 1893 to wit, that the Plaintiff about the first day of November 1893 sold to the defendant forty five tons of hay at \$9.00 per ton which hay defendant refused to take according to contract to the damage of Plaintiff. First, because of 4 tons of hay damaged by rain \$36.00 Second, because of fall in price of hay from \$9.00 to \$8.00 \$32.00 Total Amount: \$68.00 For which the plaintiff asks judgment.

Sworn to by Christopher Grubbs before me and signed by him in my presence this 6th day of March. A.D. 1894. L. M. Gray, J. P.

The defendant by their Attorney appearing and filed the following Motion = to wit. Now comes the Holiday go. for the purpose of this motion my and expressly disclaiming any and all intention or purpose of making or entering an appearance upon the merits of this case, or for any other purposes except that contained in this Motion and here moves this Court to discharge this attachment, issued herein and dismiss this action on the following grounds to wit.

- 1st. That said Affidavit in attachment is insufficient in law to

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maintain an attachment is justify the issuing of an order of Attachment and can confer no jurisdiction up on said Justice in this Action either of the person or property of said defendant or either or any of them.

2nd. Said Justice of the Peace has no Jurisdiction of the persons of said defendant or either of them.

3rd. That said Justice of the Peace has no Jurisdiction of the property of said defendant.

4th. That no Service of process has been made upon said defendant as required by law.

E. M. Wickham

Said motions were made Attorney for Defendant on the 6th day of March A. D. 1894 said motion was submitted to said Justice and said Justice after hearing the argument of Counsel for and against said motion to which rulings of the said Justice of the Peace that day he did by their Counsel at the time except L. M. Gray J. P. was present by its Attorney but took no part in its trial. Trial had Christopher Grubbs as Plaintiff L. M. Gline as witness were sworn and examined as witness for the Plaintiff after hearing the testimony. It is considered by me that the Plaintiff Christopher Grubbs recover of the Defendant Ghalida Gray the sum of Sixty Eight Dollars debt and \$10.⁰⁰ costs his costs as taxed in the margin March 6th 1894. Defendant presented their bill of exceptions which is allowed and signed by me and made a part of the record here.

L. M. Gray J. P.

J. P. Fees. Filing Papers. 15 Docket 1.50 Affidavit 40 ~~man~~ 20 Sworn 25 order att. 40 Continuance 20 Filing Papers 15 Subpoena 10 25 Additional 25 Swearing nit 10 Juryut 40 Certifying copy 25 Total \$4.50

Constable Fees: Mileage 35 Copy of Summons 25 equity order at 1.40 Copy of order att 40 Swearing Appraiser run \$1.00 Appraisers fee \$2.00 \$5.75 Total fees for Constable and Appraisers \$4.50 Total fees for J. P. 50 fees for witness L. M. Gline. Total \$10.75 L. M. Gray J. P.

The State of Ohio, Union County, Allen T. P. S. S.

I do hereby certify that the above is a full and true copy from my Docket of the proceedings had by and before me at my Office in said Township in the above Action.

L. M. Gray J. P. of the Above said Township.

March 8th 1894.

Transcript fee \$1.50

The following Summons was filed the 16th day of March A. D. 1894.

Summons.

The State of Ohio | To any Constable of Allen Township,
in said County, Kruising.
Union County S. S.

You are hereby commanded to summon Ghalida Gray to appear before me, L. M. Gray, a Justice of the Peace, at my office in Allen Township, on the 2nd day of January A. D. 1894 at 2 o'clock P. M. To answer the action of Christopher Grubbs, for amount due on damages. The Plaintiff asks a Judgment for the amount in record here \$88.00

You will make due return of this writ on or before the 2nd day of January A.D. 1894 at 3 o'clock P.M. Witness my hand this 29th day of December A.D. 1893.

L. M. Gray Justice of the Peace.

Com. & Costs	
Mileage	20
Copies	25
Total	45

Received this writ December 29th 1893. And could not get service on the within named defendant as they are non residents of the County and out of my Jurisdiction

Daniel Gline Constable.

The following Order of Attachment, Affidavit and Notice to Garnishee was filed the 12th day of November A.D. 1894.

Affidavit for Attachment.

Christopher Grubbs Plaintiff. | Before L. M. Gray Justice of the Peace of Allen Township Union County Ohio.
v. s. |
Holiday Hay Co. Defendants.

The State of Ohio Union County, ss.

The said Plaintiff Christopher Grubbs being duly sworn says that the Holiday Hay Co. said Defendant is justly indebted to said Plaintiff for \$88.00 damages because of 80 tons of hay sold by the plaintiff to the defendant at \$1.10 per ton which hay the defendant failed and refused to accept and take under his contract to the damage of plaintiff as aforesaid. That said claim is just; that he believes said Plaintiff ought to recover thereon the amount of Eighty Eight and 00/100 Dollars; that the property sought to be attached is not exempt from execution; that said property is not the personal earnings of said Defendant nor for services rendered within three months prior to the commencement of this action; and that defendant are a co-partnership formed for the purpose of doing business in the State of Ohio and that defendant are all non-residents of the County of Union in said State and further affiant saith not.

Christopher Grubbs.

Sworn to before me and signed in my presence this 29th day of December A.D. 1893.

L. M. Gray Justice of the Peace.

Order of Attachment.

The State of Ohio.

Union County.

In Justice's Court.

Christopher Grubbs Plaintiff.

v. s.

Holiday Hay Co. Defendants.

To any Constable of Allen Township in said County.

You are hereby commanded to attach and safely keep the goods, chattels, stocks or interest in stocks, rights, credits, moneys and effects of the Defendant Holiday Hay Co. in your County, not exempt by law from being applied to the payment of the claim of the Plaintiff Christopher Grubbs or so much thereof as will satisfy his claim for 88 00/100 Dollars and 70 Dollars the probable costs of this action. You are also commanded to summon

Witness my hand and seal this 29th day of December A.D. 1893.

L. M. Gray Justice of the Peace. Seal

Proof of Publication.

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Bill of Exceptions No. 6688.

December 29th 1893 at 10 o'clock A.M. I received this order, December 29th 1893. I went to the place where the defendant's property described in the annexed inventory and appraisement was found and there at 2 o'clock of said day in the presence and hearing of L. G. Glue and W. M. Expe two credible persons did declare that by virtue of this order I attached said property at the suit of Christopher Grubbs, and did then and there attach it, and then with L. G. Glue and W. M. Expe two house holders of the County of Union after administering to them an oath to inventory and appraise said property, made a true inventory of said property being all that was attached and said inventory and appraisement signed by me and said house holders is annexed and returned with this order, said property now remains in my custody.

The following Proof of Publication was filed the 16th day of March A. D. 1894.

Proof of Publication.

Christopher Grubbs
V. S.
Holiday Hay Company

Attachment Notice.
Before L. M. Gray, J. P. of Allen Township.
Union County Ohio.

On the 29th day of December A. D. 1893 said Justice issued an order of attachment in the above action for the sum of \$88.65
January 10th 1894 Christopher Grubbs.

The State of Ohio Union County S. S.
The undersigned, being duly sworn, says that a copy of the annexed notice was published for three consecutive weeks in the "Mansfield Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with January 10th 1894.

John B. Shearer Jr.
Sworn to and subscribed before me, this 17th day of February 1894.
L. M. Gray, J. P.

The following Bill of Exceptions was filed the 16th day of March A. D. 1894.

Bill of Exceptions
No. 6688.

Christopher Grubbs Plaintiff.
V. S.
Holiday Hay Co. Defendants.

Before L. M. Gray J. P.
Allen Township, Union County Ohio.

Be it remembered that on the 6th day of March A. D. 1894, the defendant, the said Holiday Hay Co. filed their motion in the above entitled cause of which motion the following is a true copy.

Christopher Grubbs.
V. S.
Holiday Hay Co.

Before L. M. Gray J. P. in and for
Allen Township, Union County Ohio.
Motion

And now come Holiday Hay Co. for the purpose of this motion only, and expressly disclaiming any and all intention or purpose of making or entering an appearance upon the merits of this case, or for any other purpose except that contained in this motion and here move this Court to discharge the attachment issued herein and dismiss this action on the following grounds to wit:

1st That said Affidavit in Attachment is insufficient in law to maintain an attachment or justify the issuing of an order of attachment, and can confer no jurisdiction upon said Justice in this action either of the

personal or property of said defendants or either or any of them
2nd. That said Justice of the Peace has no jurisdiction of the persons of said
defendants or either or any of them.

3rd. That said Justice of the Peace has no jurisdiction of the property of
said defendants.

4th. That no service of process has been made upon said defendants as
required by law.

E. M. Wickham, Attorney for Defendants.

On the 6th day of March A. D. 1894. Said motion was submitted to said
Justice and said Justice overruled said motion to which ruling of the
said Justice. The said Holiday Day Co. did by their counsel at the time
except. And prayed said Justice to set his official hand to this bill of
exceptions, which is accordingly done.

L. M. Grant, J. P.

The following Motion to dismiss Action was filed the 10th day of March 1894.

Motion to
Dismiss
Action.

Christopher Crutt. Plaintiff. }
vs. }
Holiday Day Co. Defendants. }
Reple L. M. Grant, J. P. in and for
Allen Township, Union County Ohio.
Motion.

And now come Holiday Day Co. for the purpose
of this motion only, and expressly disclaiming any and all intention
or purpose of making or entering an appearance upon the merits of this
case, or for any other purpose except that contained in this motion.
And here moves this Court to discharge the attachment issued herein and
dismiss this action on the following grounds, to wit:

1st. That said Affidavit in Attachment is insufficient in law to maintain
an attachment or justify the issuing of an order of attachment, and
can confer no jurisdiction said Justice in this action either of the
person or property of said defendants.

2nd. That said Justice of the Peace has no jurisdiction of the persons of
said defendants, or either or any of them.

3rd. That said Justice of the Peace has no jurisdiction of the property
of said defendants.

4th. That no service of process has been made upon defendants
as required by law.

E. M. Wickham, Attorney for Defendants.

The following Docket Entry was filed the 16th day of March A. D. 1894.

Docket
Entry.

Christopher Crutt. }
vs. }
Holiday Day Co. }
Docket Entry.

This day this cause came on for hearing upon the
motion to dismiss the action and discharge the attachment issued in
this case, on the ground that the Justice has no jurisdiction of the persons
of the defendants and the Court after hearing the argument of counsel,
does overrule the same, to which ruling of the Court. The defendants did
by their counsel at the time except.

L. M. Grant, J. P.

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The following Petition in Error was filed the 6th day of April A. D. 1894.

Holiday Hay Company. Plaintiff in error. }
v.s. } Court of Common Pleas
Christopher Grubb. Defendant in error. } Union County Ohio.

Petition in Error.

The said plaintiff in error claim that there is manifest error prejudicial to them in the proceedings of the Justice of the Peace of Allen Township, Union County, a transcript of which is filed herewith and made a part hereof, marked "Exhibit A" in this "Petition"

1st. Said Justice erred in over-ruling the motion filed in said Court to discharge the attachment and dismiss the action.

2nd. Said Justice erred in taking Jurisdiction of said case.

3rd. Said Justice erred in rendering Judgment against plaintiff in error. And there are other errors prejudicial to the plaintiff in error, manifest upon the face of the record. Wherefore the plaintiff in error ask that said judgment and proceedings be reversed, with costs, and they be restored to all things they have lost thereby.

E. M. Wickham, Atty for Plaintiff's in Error.

Precept for Summons.

To Clerk:

Issue summons on this petition in error, for the defendant in error, returnable according to law.

E. M. Wickham, Attorney for Plaintiff in Error.

Waiver.

The defendant in Error Christopher Grubb, hereby waives the issuance and Service of Summons in Error in this Action and voluntarily enters his appearance thereto.

The following Journal Entry was filed the 11th day of October A. D. 1894.

Journal Entry

Holiday Hay Co. Plaintiff in Error. }
v.s. } Court of Common Pleas
Christopher Grubb. Defendant in Error. } Union County Ohio.

This cause this day came on for hearing upon the petition in error and the transcript of the proceedings and judgment of L. M. Gray 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 that said Justice had no Jurisdiction of the Plaintiff in Error; and the said judgment is therefore reversed at the cost of the present time of the defendant in error; and execution is awarded therefor; to which finding and judgment of the Court the defendant in error then and there and at the time excepted.

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Attest J. M. Cornell Clerk

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The following Cross Petition was filed the 29th day of January A. D. 1895:

Cross
Petition.

E. A. Atkinson }
U.S. }
A West Southard et al. }
County of Lawrence, Ohio.
Union County Ohio.
Cross Petition by John P. Whitehill.

This cause comes on for further and final distribution the Court finds that the balance left for distribution after paying taxes and cost amount and the sum of \$847.65 that the mortgage of James Cook and wife set up in the cross petition of John P. Whitehill is a valid lien upon the interest of said Elmira Cook and James Cook in said lands and that the amount due said John P. Whitehill thereon is \$123.⁰⁰ that by reason of said mortgage indebtedness said James Cook is not entitled to any of the proceeds of said land is her of his down = the Court orders distribution of said sum of \$847.65 as follows:

Robinson & Woodburn.
Attys for Whitehill & Southard.

The Deed of Ohio Union Savings S.S.

J. W. Robinson being duly sworn says that he is one of the attorneys for said Whitehill & Southard and he believes the allegations of the above Cross Petition are true.

J. W. Robinson.

Sworn to before me and signed in my presence this 29th of January 1895:

J. N. Conwell, Clerk.

The following Equity of Final Distribution was filed the 15th day of February, 1890:

Equity of
Final
Distribution.


Earnest R. Robinson, }
U.S. }
A West Southard. }
No 2300

This cause coming on for further and final distribution the Court finds that the balance left for distribution after paying taxes and cost amount and the sum of \$847.65 that the mortgage of James Cook and wife set up in the cross petition of John P. Whitehill is a valid lien upon the interest of said Elmira Cook and James Cook in said lands and that the amount due said John P. Whitehill thereon is \$123.⁰⁰ that by reason of said mortgage indebtedness said James Cook is not entitled to any of the proceeds of said land is her of his down = the Court orders distribution of said sum of \$847.65 as follows:

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To	Albet Southard	\$ 278.56
To	Alvilda Whitehill	\$ 278.56
To	John P Whitehill. (Mortgage)	\$ 123.60
To	Archibald Cook.	\$ 31.01
To	Edna H. Cook.	\$ 31.01
To	Adelina B. Cook.	\$ 31.01
To	William Cook.	\$ 31.01
To	the unnamed infant child of Elmira Cook.	\$ 31.01
To	Garnet L. Atkinson	\$ 11.92
		\$ 847.67

The following Proof of Publication was filed the 28th day of August A.D. 1894.
 Legal Notice. J. L. Hamann, Attorney.
 I,  Cook, Archibald Cook, Edna H. Cook, Adelina Cook, William Cook and the infant child (name unknown) of Elmira Cook deceased do hereby certify that Garnet L. Atkinson has filed his petition and supplemental petition against them and others in the Court of Common Pleas of Union County, Ohio, in Case No. 6300 setting forth that he is one of the children of Margaret Atkinson, late of said County, deceased, that said Margaret Atkinson was formerly the wife of Joseph Southard, by whom she had three children, one of them being Elmira Cook, mother of the above named defendants, except James Cook who was her husband, it is alleged in said petition that the said Margaret Atkinson with her own means purchased certain lands described therein, but the title thereto was wrongfully conveyed to her then husband, Joseph Southard, that said Joseph Southard held said lands in trust for said Margaret and that she died intestate having the equitable title to said lands and that they descended to her children subject to the dower of said Sylvester Atkinson.

Said lands are described as follows: Situate in the County of Union and State of Ohio part of Survey No. 6154 beginning at a tree Oak and two Lines South-East Corner to said survey; thence north 70 east 111 poles to three Beeches; thence north 80 30 west 77 poles and 20 links to a stake; thence south 70 west 111 poles to a stake in the south line of the survey; thence with said line south 82 30 east 77 poles and 20 links to the beginning containing 54 acres.

Also - A strip of land beginning at south west corner of the above tract and running west with the line of Borain and Benedict to the center of the county road 40 poles in length and two poles wide the above line being the center.

The prayer of said petition is that said trust be declared and that dower in said lands may be assigned and partition ordered to the plaintiff one-fourth part and the children of Elmira Cook each one-twentieth part, subject to the dower of their father, James Cook, and to Albert Southard and Alvilda Whitefield each one-fourth part.

The said defendants are required to answer the said petition and supplemental petition on or before the 15th day of September 1894.
 Garnet L. Atkinson

The following Entry was filed the 5th day of February A.D. 1895:
 Entry
 Garnet L. Atkinson vs. Albert Southard et al. No. 6300
 This cause came on for hearing upon the return of the Sheriff and the report of the Commissioners heretofore appointed therein, and on the motion and to confirm the same.

And it appearing that said estate can not be divided by moieties and bounds without manifest injury to the value thereof, and that said Commissioners have assigned down thereof in a special manner to Sylvester Atkinson to the annual sum of thirty three dollars and thirty three cents as the one third of the rents and profits of said premises and have made and returned their appraisement of said premises subject to the down of the said Sylvester Atkinson to wit: in the sum of \$1035⁰⁰ The Court find the said return and proceedings in all respects correct and in conformity to law, and do therefore approve and confirm the same:

It is therefore considered and decreed that said Sylvester Atkinson stand endowed as of the rents issues and profits of the said premises in the annual sum of thirty three dollars and thirty three cents - and the said premises are hereby charged with the payment of the same on the first day of April of each and every year of his natural life.

And it appearing to the Court that the said Earnest Atkinson has entered to take the said premises at their appraised value, the same subject to the said down charge of the said Sylvester Atkinson, and upon payment by the said Earnest Atkinson of said sum of \$1035⁰⁰ hereby adjudged to him accordingly - and the Sheriff is ordered to convey said premises to him by deed in fee simple:

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

First - To the Treasurer of Union County, this the sum of \$33⁰⁰ being the taxes and penalty due on said premises.

Second - To the Clerk of this Court the cost of his actives including a Court fee of \$65⁰⁰ to J. L. Cameron Ed. Peter W. Keller for their services herein taxed at \$157⁵⁰ and cash paid for further distribution.

Robinson & Woodburn.

Attest J. N. Gornall Clerk

6707 Motion

On Sept. James M. Martin vs. Thos. J. day of docket at

6707 Entry

On Sept. James M. Martin

of plaintiffs of sale, said or

6707 Alias Order of Sale

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6707
Motion

On Sept. 15th, 1902, the following Motion was filed:-
James M. Lane, Admr, - Plaintiff

Nb. Union County Court of Common Pleas.
Martin Turner et. al. - Defendant.

Now comes the plaintiff and suggests the death of the defendant, Phorb Turner, the homestead claimant and occupant, who died on or about the 17th day of August, 1902, and asks the Court to reinstate this cause upon the motion docket and for an order of sale of the premises described in the original petition,
H.S. Plum, Atty for Plaintiff.

6707
Entry

On Sept. 15th, 1902, the following Entry was filed:-
James M. Lane, Admr, - Plaintiff.

Nb. Union County Court of Common Pleas.
Martin Turner et. al. - Defendants.

This day this cause came on to be heard upon the motion of plaintiff for reinstatement of said action upon the docket and for an order of sale, upon consideration of which said cause was this day reinstated, and said order of sale is hereby granted.

6707
Alias
Order of
Sale

On Sept. 16th, 1902, the following Order of Sale was issued:-

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 in and for said County upon the 2nd day of July, 1894, James M. Lane, Admr, of the estate of Job Scott obtained a judgment or decree against Martin Turner for the sum of One Thousand Two Hundred and Thirty-four and ¹³/₁₀₀ Dollars, and fifteen and ⁵⁶/₁₀₀ Dollars costs of suit; and whereas, it was then and there by said Court, ordered, adjudged and decreed that the said Martin Turner within Ten days pay unto the said James M. Lane, Admr, the sum of One Thousand Two Hundred and Thirty-four and ¹³/₁₀₀ Dollars with interest at 6 per cent from the 26th 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 the plaintiffs' petition, etc, And whereas after the ten days aforesaid had fully expired, and the said sum of \$1234¹³/₁₀₀ 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 11th day of December, 1894, under which the following lands and tenements were appraised, advertised and offered for sale, to-wit:-

"Situating in Liberty Township, Union County, Ohio, and in Survey No. 4805, and described as follows, to-wit:- Beginning at a stake Southernly corner to David Hosack's land and in Job Scott's line; thence with said Scott's line S. 70° N. 32 poles to said Scott's corner in the free pike road leading from Bellfontaine to Columbus and line of William Moon; thence with it to said Moon's corner and J. Outland line at the end of Bank's land; thence with said land N. 38° N. 71 poles to a bench and stake in said David Hosack's line; thence with said Hosack's line S. 85° E. to the beginning containing Sixteen and one half (16¹/₂) acres." 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 former order of sale, to-wit \$ 800.00, and the moneys arising from said sale and your proceedings therein, 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 16th day of Sept. A.D., 1902,
(Seal) Chas. Truhorwood, Clerk

Sheriff's Return.

The State of Ohio, Union County ss.

In obedience to the command of the Order of Sale hereto annexed, I did on the 17th day of Sept. 1902, 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 18th day of October, A. D. 1902, at one o'clock P. M. of said day, and having advertised the said lands and tenements for more than thirty days previous to the day of sale, to-wit: five consecutive weeks, and in pursuance to said notice, I did on said 18th day of October, A. D. 1902, at the time and place above mentioned, proceed to offer said lands and tenements at public sale, at the door of said Court House, and there came Arista Peers, who bid for the same the sum of Seven Hundred Dollars, and said sum being more than two thirds of the appraised value thereof, and said Arista Peers 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 Dollars.

Sheriff's Fees: - \$10.55

J. F. Burroughs, Sheriff.

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6707
Legal Notice

On October, 18th, 1902, the following Legal Notice and Proof was filed:-
James M. Lanev. Court of Common Pleas, Union County, Ohio.
Vs. Sheriff's Sale.

Martin Turner. - On Alias Order of Sale - H. S. Plumb, Attorney.

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 18th, 1902, at or about the hour of one o'clock P. M. on said day the following described real estate, to-wit:-
(Description same as in Order of Sale.) Appraised at Eight Hundred Dollars (\$800.)
Terms of Sale, Cash.

J. F. Burroughs, Sheriff of Union County, Ohio.

The State of Ohio, Union County, ss.

The undersigned, being duly sworn, says that a copy of the annexed notice was published for 5 consecutive weeks in "The Marysville Tribune" a newspaper of general circulation in the County of Union, the first publication beginning with Sept. 17th, 1902.

H. O. Cheever.

Sworn to and subscribed before me, this 18th day of Oct. 1902,
Clerk's Fees: - \$15.00 (Seal) Chas. Richwood, Clerk.

6707
Entry

On Oct. 18th, 1902, the following Entry was filed:-
James M. Lanev, Administrator. Plaintiff

Vs. Union County Court of Common Pleas.
Martin Turner et al. - Defendants.

On motion of the plaintiff, and on his producing the returns 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 the law and the order of this Court.

It is ordered that the proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said Sheriff convey to the purchaser, Arista Peers by deed according to law the property so sold, and a writ of possession is awarded to put said purchaser in possession.
It is further ordered by the Court 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 \$700. It is further ordered that said Sheriff out of the money in his hands pay:-

First: To the Treasurer of this County the taxes, penalty and interest against said property to wit, the sum of \$11.27.

Second: To the Clerk of this Court the costs of this action, taxed at \$33.48.

Third:- To the plaintiff, James M. Lane, as Administrator, the balance to be applied toward the payment of said Mortgage and note with its accrued interest.

Attest: Chas. F. Fotherwood, Clerk

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Court and subject to its order of distribution. Wherefore this defendant asks that his said judgment be and ordered to be the first and best lien on said money now in the hands of this Court and that said Clerk of this said Court be ordered to pay to this answering defendant the said sum of \$ to be applied on said judgment as aforesaid and for all other relief.

W.W. Merchant - Atty for Geo. Schindler
State of Ohio } W.W. Merchant being duly sworn says that he is
Union County ss. } the duly authorized Attorney of the said George
Schindler and duly authorized in the premises
that this action on an judgment for money only that the facts
stated and allegations made as he verily believes true.

W.W. Merchant
Sworn to before me and subscribed in my presence this
17th day of March 1895.
N. Gosnell Clerk
J. A. Gosnell Deputy
Court of Common Pleas, Union County, Ohio.
Joseph Morse

W. H. Cunningham
Entry of Confirmation of Sale and distribu-
tion of proceeds - Filed March 12th 1895.

This cause coming on for hearing on the return
of the Sheriff of the writ of execution issued herein, with his report of his
proceedings and sale of lands and tenements under said writ, and also
on the answer and cross petition of George Schindler filed by leave of
the Court in this case and argued by counsel and the Court being fully advised
in the premises and having carefully examined the said proceedings
of the said Sheriff and being satisfied that the said sale has in all respects
been made in conformity to the proceedings of the Statute in such cases made
and provided find the same to be legal and do therefore approve and confirm
the same. And the Court further finds that Joseph Morse the plaintiff has
the first and best lien on the premises.

It is further ordered that the Sheriff make to the purchaser Joseph Morse a
deed according to law, for the property so sold to wit: The following lands
and tenements situate in the County of Allen and State of Ohio and
described as follows - Being the undivided one half of the west part of the
east half of the south east quarter of section five (5) Township three (3)
South Range Eight (8) East, containing 30 Acres of Land more or less sub-
ject to the life estate of Francis C. Cunningham and the said purchaser
is hereby subrogated to all the rights of any lienholder who shall be
satisfied herein for the protection of his title. And the Court coming
now to the distribution of the proceeds purchase money in the hands of
the Sheriff order that he pay -

- First = to the Clerk of this Court the costs of this action taxed at \$
- Second = to the plaintiff Joseph Morse the amount of the judgment
herein rendered with interest to this date to wit: the sum of \$ 166⁶⁶.
- Third = to George Schindler the answering Cross Petitioner herein
the balance of said purchase money to wit: the sum of \$

Approved R. M. Crow Atty for Plaintiff on confirmation
W.W. Merchant Atty for George Schindler
Attest J. N. Gosnell Clerk

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